

BID ADVERTISEMENT FORM

Bid description		Supply, Delivery, and Installation of Security Barrier/Gate	
Bid number		NC/DALO/1630	
<p>This bid is advertised in terms of the National Treasury Designated Sectors Instruction Number 15 of 2016/2017.</p> <p>Invitation and Evaluation of bids based on a stipulated minimum threshold of conversion processes for local production and content for steel products and components for construction.</p> <p>Local Content Thresholds Steel 100%</p>			
Name of institution		Department of Agriculture, Environmental Affairs, Rural Development and Land Reform	
The place where goods, works, or services are required		1276 Gaobepo Street, Mothibistad, 8474	
Closing date and time		Date	14 October 2022
		Time	11:00 AM
Contact details		Postal address	Department of Agriculture Private Bag X5018 Kimberley 8300 Attention: Ms A Montse
		Physical address	Department of Agriculture 162 George Street Kimberley 8300 Attention: Ms A Montse
		Tel. no.	053 807 7340
		Fax no.	N/A
		E-mail address	amontse@ncpg.gov.za
		Contact person	Dikoko MD 082 559 1755
Where bids can be collected		1276 Gaobepo Street, Mothibistad, 8474	
Where bids should be delivered		162 George Street, Kimberley 8300	
Category (refer to annexure A)		GRADE 1GB or Higher and 80/20 point system	
Sector		Other	
Region		JTG	
Compulsory briefing session/site visit		Date	11 October 2022
		Time	10:00AM
		Venue	6236 Kgosi Mothibi Road, Mothibistad, 8474 (Agricultural Office)



1GB		MINIMUM CIB REGISTRATION REQUIRED	
VOTED	FUND:	No Project	PROJECT:
082 559 1755		Supply, Delivery, and Installation of Security Barrier/Gate	
11:00 AM	CONTACT NO:	Dikoko MD	CONTACT PERSON:
90 DAYS	CLOSING TIME:	14 October 2022	CLOSING DATE:
	VALIDITY:	NC/DALO/1630	PRICE QUOTATION NO:

NB: Use ink, preferably black, to fill in the information applicable to the specific required price quotation

PRICE QUOTATION R 200 000.00



Department:
 agriculture, environmental affairs,
 rural development and land reform

Department:
 agriculture, environmental affairs,
 rural development and land reform,
 NORTHERN CAPE PROVINCE
 REPUBLIC OF SOUTH AFRICA



Description: Supply, Delivery, and Installation of Security Barrier/Gate
 Quotation No: NC/DALO/1630



ITEM	QTY	DESCRIPTION	PRICE IN RAND CURRENCY INCLUSIVE OF VAT
1	See provisional bill of quantities	Supply, Delivery, and Installation of Security Barrier/Gate	R

Trade mark and model:

Country of origin:

Points claimed:

B-BBEE status level verification certificate appended?

YES OR NO

***NB: TICK APPLICABLE BLOCK**

ISSUING AGENCY

Delivery basis:

(i) Is the delivery period firm? ***YES / NO**

(ii) Period required for delivery after receipt of order.

Is the price (inclusive of VAT) firm? ***YES / NO**

Discount offered (conditional/unconditional):

Is offer strictly to specification/terms of reference, if attached? ***YES / NO**

If not to specification/terms of reference, state deviation(s)

(1) Name of taxpayer/tenderer:

(2) Identification Document number:

(3) Trade name:

Company/Close Corporation registration number:

(5) Income tax reference number:

(Original of Income Tax Clearance Certificate to be attached)

(6) VAT registration number (if applicable):

(7) PAYE employer's registration number (if applicable)



Bank Details (if applicable):

Bank Name:

Bank Branch Code:

Account Holder:

Bank Account number:

Bank account type:

Contact person:

Signature:

Telephone No.: Code:

Fax No.: Code:

E-mail address:

Address:

Postal code:

SIGNATURE

SURNAME & INITIALS

DATE

THE PRICE QUOTATION BOX IS SITUATED AT TEMOTHUO HOUSE, 162 GEORGE STREET, KIMBERLEY AT THE MAIN ENTRANCE TO THE DEPARTMENT (NOT THE STREET ENTRANCE). PLEASE ENSURE THAT YOUR BIDS ARE DEPOSITED IN THIS BOX BEFORE THE OFFICIAL CLOSING TIME AND DATE OF THE BID.

9 FAILING TO INCLUDE CSD REGISTRATION OR UNIQUE SUPPLIER NUMBER

DISQUALIFICATION

8 FAILURE TO SIGN ANY FORM WHERE YOUR SIGNATURE IS REQUIRED, WILL LEAD TO

UNNECESSARY DELAYS AND MAY ALSO LEAD TO INVALIDATION

7 PLEASE DOUBLE CHECK YOUR CALCULATIONS AS MISCALCULATIONS LEADS TO

6 THE OMISSION OF THE DELIVERY PERIOD

5 THE OMISSION OF A FINAL BID PRICE

CERTIFICATE/ A COPY OF A SWORN BBB-EE AFFIDAVIT

4 THE INCLUSION OF AN UNCERTIFIED COPY OF A SANAS ACCREDITED BBB-EE

3 THE USE OF CORRECTIONAL FLUID/TAPE

2 NON INCLUSION OF ORIGINAL TAX CLEARANCE/SARS PIN

1 COPY OF ID & COMPANY REGISTRATION (CERTIFIED)

THE MOST COMMON MISTAKES ARE THE FOLLOWING:

IT CAME TO THE ATTENTION OF THE DEPARTMENT THAT PREVENTABLE MISTAKES OCCUR IN THE COMPLETION OF YOUR BID DOCUMENTS. THIS LEADS TO YOUR BIDS BEING INVALIDATED AND/OR DISQUALIFIED AND LOSING BBB-EE POINTS.

REMINDER: PLEASE TAKE NOTE

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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 CLEARANCE CERTIFICATE REQUIREMENTS

1) In order to meet this requirement bidders are required to complete in full the attached from TCC 001 "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders/ individuals who wish to submit bids.

2) SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period 1 (one) year from the date of approval.

3) The original Tax Clearance Certificate must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable. Note: For tenders (bids) a Tax Clearance Certificate for tender is required. For quotations a Tax Clearance Certificate for good standing is required.

4) In bids where Consortia/ Joint Ventures/ Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate/Sars Pin

5) Copies of the TCC 001 "Application for Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website www.sars.gov.za.

6) Application for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as efilers through the website www.sars.gov.za





2.2.1 If so, furnish particulars:

.....

2.3 Does the bidder or any of its directors | trustees | shareholders | partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract?
 YES / NO

2.3.1 If so, furnish particulars:

.....

3 DECLARATION

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

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

2 joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT. I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

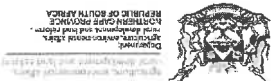
Position

Signature

Name of bidder

Date

Description: Supply, Delivery, and Installation of Security Barrier/Gate
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2. DEFINITIONS
- a) "B-BBEE" means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
 - b) "B-BBEE status level of contributor" means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
 - c) "bid" means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
 - d) "Broad-Based Black Economic Empowerment Act" means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

- 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 contributor are not claimed.
- 1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

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

- 1.4 The maximum points for this bid are allocated as follows:
- 1.3 Points for this bid shall be awarded for:
 - a) Price; and
 - b) B-BBEE Status Level of Contributor.
- 1.2 The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable
- 1.1 The following preference point systems are applicable to all bids:
 - a- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
 - b- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

GENERAL CONDITIONS

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.

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

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

NCP6.1

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- e) "EME" means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- f) "functionality" means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- g) "prices" includes all applicable taxes less all unconditional discounts;
- h) "proof of B-BBEE status level of contributor" means:
 - 1. B-BBEE Status level certificate issued by an authorized body or person;
 - 2. A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 3. Any other requirement prescribed in terms of the B-BBEE Act;
- i) "QSE" means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- j) "rand value" means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. POINTS AWARDED FOR PRICE
 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS
 A maximum of 80 or 90 points is allocated for price on the following basis:

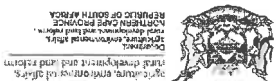
$$P_s = 80 \left(1 - \frac{P_{\min}}{P_t - P_{\min}} \right) \quad \text{or} \quad P_s = 90 \left(1 - \frac{P_{\min}}{P_t - P_{\min}} \right)$$

Where:
 Ps = Points scored for price of bid under consideration
 Pt = Price of bid under consideration
 Pmin = Price of lowest acceptable bid

4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR
 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
 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:



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 MUNICIPAL INFORMATION

Municipality where business is situated:

Registered Account Number:

Stand Number:

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

8.9 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-BBEE 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:

- (a) The information furnished is true and correct;
- (b) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- (c) 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;
- (d) 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 –
 - disqualify the person from the bidding process;
 - recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - 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;
 - 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
 - forward the matter for criminal prosecution.

WITNESSES

1.

2.

SIGNATURE(S) OF BIDDER(S)

DATE:

ADDRESS

1.6. A bid may be disqualified if this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation;

The SABS approved technical specification number SATS 1286:2011 is accessible on <http://www.thedti.gov.za/industrialdevelopment/ijp.jsp> at no cost.

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) at 12:00 on the date of advertisement of the bid as indicated in paragraph 4.1 below.

Where:
 x is the imported content in Rand
 y is the bid price in Rand excluding value added tax (VAT)

$$LC = [1 - x / y] * 100$$

1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.

1.3. Where necessary, for tenders referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.

1.2. Regulation 8.(2) prescribes that in the case of designated sectors, organs of state must advertise such tenders with the specific bidding condition that only locally produced or manufactured goods, with a stipulated minimum threshold for local production and content will be considered.

1.1. Preferential Procurement Regulations, 2017 (Regulation 8) make provision for the promotion of local production and content.

1. General Conditions

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2017, the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

This Standard Bidding Document (SBD) must form part of all bids invited. It contains general information and serves as a declaration form for local content (local production and local content are used interchangeably).

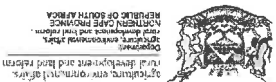
SECTORS

DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED

NCp6.2

Description: Supply, Delivery, and Installation of Security Barrier/Gate
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2. The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:

Description of services, works or goods Stipulated minimum threshold
 Steel 100%

3. Does any portion of the goods or services offered have any imported content? (Tick applicable box)

YES	NO
-----	----

3.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by SARB for the specific currency at 12:00 on the date of advertisement of the bid.

The relevant rates of exchange information is accessible on www.reservebank.co.za

Indicate the rate(s) of exchange against the appropriate currency in the table below (refer to Annex A of SATS 1286:2011):

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

NB: Bidders must submit proof of the SARB rate (s) of exchange used.

4 Where, after the award of a bid, challenges are experienced in meeting the stipulated minimum threshold for local content the dti must be informed accordingly in order for the dti to verify and in consultation with the AO/AA provide directives in this regard.

	Bid price, excluding VAT (y)	R
	Imported content (x), as calculated in terms of SATS 1286:2011	R
	Stipulated minimum threshold for local content (paragraph 3 above)	
	Local content %, as calculated in terms of SATS 1286:2011	

2. The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:
1. the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
 2. I have satisfied myself that:
1. The facts contained herein are within my own personal knowledge.

I, the undersigned, (full names), do hereby declare, in my capacity as (name of bidder entity), the following:

1. The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.
2. Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on <http://www.thdti.gov.za/industrial-development/ijsp>. Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below. Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

NB
ISSUED BY: (Procurement Authority / Name of Institution):
.....
IN RESPECT OF BID NO.

LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL)

**LOCAL CONTENT DECLARATION
(REFER TO ANNEX B OF SATS 1286:2011)**



If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above.

The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E.

3. I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.

4. I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 14 of the Preferential Procurement Regulations, 2017 promulgated under the Preferential Policy Framework Act (PPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____
DATE: _____

WITNESS No. 1 _____
DATE: _____

WITNESS _____
No. 2
DATE: _____

NOTES

The purpose of this document is to:

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

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

The General Conditions of Contract will form part of all bid documents and may not be amended.

Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

GOVERNMENT PROCUREMENT GENERAL CONDITIONS OF CONTRACT July 2010

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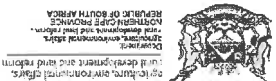


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General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:

- 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7 "Day" means calendar day.
- 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
- 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
- 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the 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.

- 1.12 "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.
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- 1.7 "Day" means calendar day.
- 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.
- 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 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.
- 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 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.
- 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.

1. Definitions The following terms shall be interpreted as indicated:

General Conditions of Contract



1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.

1.14 "GCC" means the General Conditions of Contract.

1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.

1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.

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

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

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

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

1.21 "Purchaser" means the organization purchasing the goods.

1.22 "Republic" means the Republic of South Africa.

1.23 "SCC" means the Special Conditions of Contract.

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

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

2. Application

2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.

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

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

3. General

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

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

4. Standards

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

5. Use of contract documents and information; inspection.

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

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

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

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

6. Patent rights

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

7. Performance security

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

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

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

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

7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the

<p>contract, including any warranty obligations, unless otherwise specified in SCC.</p> <p>8.1 All pre-bidding testing will be for the account of the bidder.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.</p>	<p>9. Packing</p>
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<p>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.</p> <p>10.2 Documents to be submitted by the supplier are specified in SCC.</p>	<p>10. Delivery and documents</p>
<p>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.</p> <p>12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.</p>	<p>11. Insurance</p> <p>12. Transportation</p>
<p>13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:</p> <p>(a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;</p> <p>(b) furnishing of tools required for assembly and/or maintenance of the supplied goods;</p> <p>(c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;</p> <p>(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</p> <p>(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.</p>	<p>13. Incidental services</p>
<p>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.</p>	<p>14. Spare parts</p>
<p>14.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:</p> <p>(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</p> <p>(b) in the event of termination of production of the spare parts:</p> <p>(i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and</p> <p>(ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.</p>	<p>15. Warranty</p>

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.



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 21.6 without the application of penalties.

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

22.1 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.

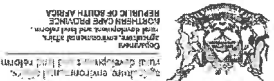
22. Penalties

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:

23. Termination for default

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

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



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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

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

27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

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

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

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

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

28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;

(a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

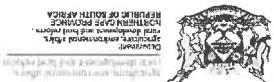
(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

28. Limitation of liability

27. Settlement of Disputes

26. Termination for insolvency

25. Force Majeure



29.1	Governing language	The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
30.1	Applicable law	The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
31.2	Notices	(a) Ee 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.
32.1	Taxes and duties	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.
33.1	National Industrial Participation (NIP) Programme	The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
34.1	Prohibition of Restrictive practices	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.

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

- 2.2 A maximum of 20 points may be allocated to a bidder for attaining its B-BBEE status level of contributor in accordance with the table below.
- 2.1 In terms of regulation 6 of the Preferential Procurement Regulations 2011 pertaining to the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000), responsive bids will be adjudicated by the department on the 80/20 preference point system in terms of which points are awarded to bidders on the basis of: The bid price (maximum of 80 points) B-BBEE status level of contributor (maximum 20 points)

2 EVALUATION CRITERIA

This bid and all contracts emanating there from will be subject to the general conditions of contract issued in accordance with Treasury Regulation 16A published in terms of Public Finance Management Act (PFMA), 1999 (Act 1 of 1999). The special conditions of contract are supplementary to that of the general conditions of contract. Where, however, the special conditions of contract are in conflict with General Conditions of Contract (GCC), the special conditions of contract prevail.

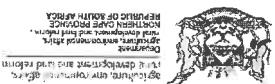
1 REGULATORY FRAMEWORK

PROJECT DESCRIPTION: Supply, Delivery, and Installation of Security Barrier/Gate

BID NUMBER: NC/DALO/1630
PROJECT LEADER: DIKOKO MD
TELEPHONE NUMBER: 082 559 1755

SPECIAL CONDITIONS

Description: Supply, Delivery, and Installation of Security Barrier/Gate
 Quotation No: NC/DALO/1630



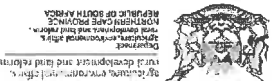
- 4.4 CSD REGISTRATION - Bidders must attach their proof of registration on the National Central Supplier database at the time of applicant or submission of a bid.
- 4.3 Bidder's tax status will be verified from the time of submitting a bid up until the last payment is made to the appointed supplier.
- 4.2 Alternatively bidders must provide the Department with the tax compliance status PIN issued by SARS to enable Departmental officials to verify their tax status on the SARS website.
- 4.1 An original and valid tax clearance certificate issued by the South African Revenue Services (SARS) certifying that the taxes of the bidder are in order must be submitted at the closing date and time, where consortium/joint venture/sub-contractor are involved each party to the association must submit a separate valid original tax clearance certificate.

4 TAX CLEARANCE CERTIFICATE

The works entails: Supply, Delivery, Removing Existing Security Barrier/Gate and Installation

3 SCOPE OF WORKS

- 2.11 The Department may, before the bid is adjudicated or at any time require a bidder to substantiate claims it has made with regard to preference.
- 2.10 A bidder must not be awarded points claimed for B-BBEE status level of contribution if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the contract value to any other enterprise that does not qualify for at least the same number of points that the bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.
- 2.9 A contract may, on reasonable and justifiable grounds, be awarded to a bidder that did not score the highest number in points.
- 2.8 However, when functionality is part of the evaluation process and two or more bidders have scored equal points including equal preference points for B-BBEE, the contract will be awarded to the bidder scoring the highest for functionality.
- 2.7 In the event that two or more bids have scored equal total points, the contract will be awarded to the bidder scoring the highest number of points for B-BBEE status. Should two or more bids be equal in all respects, the award shall be decided by drawing of lots.
- 2.6 The total points scored will be rounded off to the nearest 2 decimals.
- 2.5 Only bidders who have completed and signed the declaration part of the preference claim form and who have submitted a B-BBEE status level certificate issued by a registered auditor, accounting officer (as contemplated in section 60 (4) of the Close Corporation Act, 1984 (Act no 69 of 1984) or an accredited verification agency will be considered for preference points.
- 2.4 The points scored by a bidder in respect of the level of B-BBEE contribution will be added to the points scored for price.
- 2.3 Bidders are required to complete the preference claim form (NCP 6.1), and submit their original and valid B-BBEE status level verification certificate/sworn affidavit or a certified copy thereof in order to claim the B-BBEE status level points.



5 VALUE ADDED TAX

5.1 All bid prices must be inclusive of 15% value-added tax for all VAT vendors.

5.2 Failure to comply with this condition will invalidate the bid.

6 SUBMISSION OF BIDS

6.1 Bidders must submit the bid in hard copy format (paper document) to the department before the closing date (04 October 2022) and time (11:00 AM). The hard copy of the bid response will serve as the legal bid document and must be signed in ink. The bid must be addressed to:

DEPARTMENT OF AGRICULTURE, ENVIRONMENTAL AFFAIRS, RURAL DEVELOPMENT AND
 LAND REFORM
 162 GEORGE STREET
 KIMBERLEY
 8301

6.2 Each bid should be submitted in a separate, sealed envelope or suitable cover on which the name and address of the bidder, the bid number and the closing date must be clearly endorsed.

7 LATE BIDS

Bids received after the closing date and time, at the address indicated in the bid documents, will not be accepted for consideration and where applicable, be returned unopened to the bidder.

8 CONTRACT PERIOD

The work must be completed within **30 days** after the purchase order is issued.

9 COUNTER CONDITIONS

Bidders' attention is drawn to the fact that amendments to any of the bid document conditions or setting of counter conditions by bidders may result in the invalidation of such bids.

10 ALTERNATIVE TENDERS

It is the Tenderer's option to deviate from the specification and present his own alternative. Provided that the Tenderer's Main Offer is according to specification and is acceptable to the Department in all respects, his alternative offer may also be considered for the purposes of awarding the contract. The alternative tender conditions or any deviation from the specification together with the quantified saving or additional expenses should be clearly indicated on such tender.

11 DEVIATION OF SPECIFICATIONS

In case of any proposed changes of specifications and agreed on by all bidders and the engineer during the site meeting, the changes will be recorded in the minutes of the meeting and be submitted to every bidder present at the site meeting by means of applicable communication systems. Any changes that may arise during the site meeting, will form part of the contract.

12 FRONTING

12.1 The department supports the spirit of Broad Based Black Economic Empowerment (BBBEE) and recognizes that real empowerment can only be achieved through individuals and businesses conducting themselves in accordance with the constitution and in an honest, fair, equitable, transparent and legally compliant manner against this background the department condemns any form of fronting.

12.2 The Department, in ensuring that bidders conduct themselves in an honest manner will, as part of the bid evaluation processes, conduct or initiate the necessary enquiries/investigations to determine the accuracy of the representation made in bid documents. should any of the fronting indicators as contained in the guidelines on complex structures and transactions and fronting, issued by the department of trade and industry, be established during such enquiry/investigation, the onus will be on the bidder / contractor to prove that fronting does not exist. Failure to do so within a period of 14 days from date of notification may invalidate the bid / contract and may also result in the restriction of the bidder/contractor to conduct business with the public sector for a period not exceeding ten (10) years, in addition to any other remedies the Department may have against the bidder/contractor concerned.

13 SUPPLIER DUE DILIGENCE

The Department reserves the right to conduct supplier due diligence prior to final award of the contract or at any time during the contract period. This may include site visits.

14 COMMUNICATION

14.1 Supply Chain Management (SCM) may communicate with bidders where clarity is sought after the closing date of the bid and prior to the award of the contract, or to extend the validity period of the bid, if necessary.

14.2 Any communication to any government official or a person acting in an advisory capacity for the state in respect of this bid between the closing date and the award of the bid by the bidder is discouraged.

14.3 All communication between the bidder and the Supply Chain Management (SCM) must be done in writing (on company's letterhead).

15 SPECIAL NOTE TO TENDERERS-EPWP

Bidders must take into account all the principles of the RDP, EPWP, the Government's policies on job creation as well as the problems they may encounter with the community organisations in the particular area before submitting their bids as no claims in this regard will be considered.

16 BILL OF QUANTITIES

Bidders are requested to check the Bill of Quantities and if any page is missing or duplicated, or if any figure or text is illegible or if any uncertainty or doubt exists as to the meaning of any description, or if these Bills of Quantities contains any obvious error, Bidders must notify The Department immediately to obtain the necessary rectification or explanation. No liability whatsoever with regards to the quoted amount will be recognized as a result of the aforementioned.

The Bill of Quantities is not meant for ordering any materials. Any orders based on the Bill of Quantities is at the Contractor's own risk.

17 METHOD OF MEASUREMENT

These Bills of Quantities were compiled in accordance with the method and guidance as set out in the sixth edition of the Standard System of Measuring Builders Work and/or any amendments thereof. Where applicable the civil engineering work is measured in accordance to the method and guidelines as set out in the SABS 1200 specification.

18 SPECIFIED MATERIAL

SABS approval on goods are required (where applicable).

19 COMPLIANCE CERTIFICATE

Only the successful bidder to supply COMPLIANCE certificate for electrical work of the whole project.

Service provider to make use of local subcontractors as well as skilled and unskilled local labor if possible. 80% of the workforce employed by the contractor for non-specialized work must be from the local community. The successful bidder must submit signed time sheets monthly as proof for EPWP records. Where applicable.

24 LOCAL LABOUR

1. Fall protection
2. Excavations
3. Demolition work
4. Scaffolding
5. Material hoists
6. Construction vehicles and mobile plant
7. Electrical installations and machinery on construction sites
8. Temporary storage of flammable liquids on construction sites
9. Housekeeping on construction sites
10. Stacking and storage on construction sites

Bidders shall comply with all aspects of the Act and Regulations mentioned above. The following items have been identified by the client as possible hazard areas (Health and Safety Specification in terms of Clause 4.(1) (a)) and shall specifically be included in the "Health and Safety Plan" as described in clause 5.(1) of the Regulations:

The Act and Regulations can be obtained from:
 Northern Cape Provincial Communication Officer
 Gaolathle Setotho
 Tel: 053 838 1500 / Fax: 053 832 4798
 Email: gaolathle.setotho@labour.gov.za

It is required of tenderers to comply with the Occupational Health and Safety Act 1993 and the Construction Regulations 2003. Occupational Health and Safety Act, (Act 85 of 1993), the Construction Regulations 2003 published in the Government Gazette No. 25207 dated 18 July 2003.

23 OCCUPATIONAL HEALTH & SAFETY ACT (85/1993)

Tenderer must make provisions in his tender for the provision of electricity, make arrangements for connection(s), necessary temporary plumbing and removal after completion and carry all relevant costs himself. The Department will not accept any responsibility for these temporary arrangements.

22 ELECTRICITY AND LIGHTING

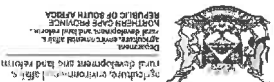
Tenderer must make provision in his tender for the provisioning of water, make arrangements for connection(s), necessary temporary plumbing and removal after completion and carry all relevant costs himself. The Department will not accept any responsibility for these temporary arrangements.

21 WATER

Guarantee period to be 12 months for work done.

20 GUARANTEE

Description: Supply, Delivery, and Installation of Security Barrier/Gate
 Quotation No: NC/DALO/1630



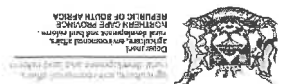
25 Local Content

- 25.1 Bidder must fully complete declaration for local production and content (NCP 6.2) together with local declaration: Summary schedule (Annexure G) duly signed
 - 25.2 The Department reserves the right to request auditor's certificate confirming the authenticity of the declaration made in respect of local content.
 - 25.3 Thresholds for this contract:
 Steel 100%
- 26 PENALTIES**
- A penalty fee of 0% of the total contract amount will be charged per day if the work is not completed within the stipulated time frame.

27 OTHER CONDITIONS

- 27.1 If one member of the company is employed by the state, it is a bidder's responsibility to provide the department with an approval documents from their employer's executing authority.
- 27.2 Recent (not older than 3 months) proof of company's address or confirmation from the municipality should be attached. Failure to submit proof of company's address may invalidate your bid.
- 27.3 Bidders must submit copies of identity documents of all directors or shareholders of the company with bid documents at the closing date and time of the bid and failure to do so the bid may not be considered.
- 27.4 The departmental project official/leader must be contacted 1 week prior to delivery.
- 27.5 The use of correction fluid or correction tape and scratching without initialing on bid documents will invalidate your bid.
- 27.6 All items listed on the departmental bill of quantities should be priced or billed for and the total bid price should be transferred to page 2. Inconsistency between the totals will invalidate your bid.
- 27.7 Amending the bill of quantities will invalidate the bid. Clarity can be sought from the project leader for any information regarding the bid to gain a clear understanding of the works before completion and submission of the bid.
- 27.8 The Department reserves the right not to award the tender or accept the lowest tender or any bid.
- 27.9 The Department has a right to award the bid to more than one bidder if the need arises.
- 27.10 The Northern Cape Provincial Supply Chain Management Procurement Policy Framework, approved in December 2018, States that the Provincial Departments must at least spend 60% of their procurement budget on Designated Groups within the province. The Department Reserves the right to award contracts based on the above mentioned framework policy.
- 27.11 Latest proof of company registration from Companies Intellectual Property Commission (CIPC) must be submitted in the form of certified copies of the relevant registration.
- 27.12 In the case of a joint venture, all partners (members) must include their SARS certificates/SARS PIN, a joint venture BBBEE certificate and a joint venture agreement. Parties to a joint venture should complete the following documents separately:
 NCP 4
 NCP 8
 NCP 9

Description: Supply, Delivery, and Installation of Security Barrier/Gate
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27.13 After the satisfactory delivery of services, payment will be made within 30 days after acceptance and receiving of a valid original tax invoice.

27.14 Every bidder must make sure of the extent of work for the specific bid.

27.15 Bidders must complete the attached page, referring to relevant previous experience.

27.16 A compulsory briefing meeting will be held on 27 September 2022

27.16 Supply, delivery, installation and removing existing burglars

27.17 Remove all old security barrier/gates from site and keep where the project leader will direct for storing
27.18 Bidders are required to inspect the site before pricing

DECLARATION FOR BID DOCUMENT: NC/DALO/1630

I, the undersigned (name, surname & designation)

.....
Hereby accept the conditions stated above.

Signature

Date

Specifications of Contract

- Retractable double bars security gate
- Standard galvanized top and bottom tracks
- Fitted with two locks slamlock
- Sealed stainless steel bearings fitted to the top rack
- 8mm steel and galvanized bottom feet
- 8x8mm Aluminum square tubing
- 12x3mm Flat Bar Carbon Steel

Description: Supply, Delivery, and Installation of Security Barrier/Gate
 Quotation No: NC/DALO/1630

SUMMARY

Project Name: No Project
 Funding: VOTED

For Employer:

Specification Committee	Name	Signature	Rank	Office	Date
Completed:	Dikoko MD		A.O	Mothibstad	07/09/2022
Checked:	G.P. STEMMER		EN6:800	UFI	07/09/2022
Checked:	D. Badenhorst		SD	Kimberley	07/09/22
Approved:	T. MONCHO		DD	Kimberley	07/09/22

For Contractor:

Signature(s)

Name(s)

Capacity

For the Tenderer

Date

(Name and address or organisation)

Project Office	Name	Signature	Rank	Office	Date
Checked:					



