



LIMPOPO
PROVINCIAL GOVERNMENT
REPUBLIC OF SOUTH AFRICA

**DEPARTMENT OF
AGRICULTURE AND RURAL DEVELOPMENT**

TENDER NO: ACDP 21/04

**SUPPLY, DELIVERY AND OFFLOADING OF PROTECTIVE CLOTHING FOR LIMPOPO
DEPARTMENT OF AGRICULTURE & RURAL DEVELOPMENT FOR A PERIOD OF
THREE YEARS**

NAME OF TENDERER	
TOTAL TENDERED AMOUNT	
VAT NUMBER (if registered for VAT)	
SUPPLIER CSD REGISTRATION NUMBER	
TAX COMPLIANCE STATUS PIN (to verify bidder's tax compliance status)	

PREPARED BY:



LIMPOPO
PROVINCIAL GOVERNMENT
REPUBLIC OF SOUTH AFRICA

**DEPARTMENT OF
AGRICULTURE AND RURAL DEVELOPMENT**

**HEAD OF DEPARTMENT
LIMPOPO DEPT OF AGRICULTURE AND RURAL DEVELOPMENT
PRIVATE BAG X 9487
POLOKWANE
0700**

**CLOSING DATE : 28 FEBRUARY 2022
Time : 11h00**

**BRIEFING SESSION : 09 FEBRUARY 2022
TIME : 10H00
VENUE : 2ND FLOOR BOARDROOM TEMO TOWERS**

TO BID FOR REQUIREMENTS OF THE AGRICULTURE AND RURAL DEVELOPMENT						YOU ARE HEREBY INVITED	
BID NUMBER:	ACDP 21/04		CLOSING DATE: 28 FEBRUARY 2022		CLOSING TIME:		11H00
DESCRIPTION	SUPPLY, DELIVERY AND OFFLOADING OF PROTECTIVE CLOTHING FOR LIMPOPO DEPARTMENT OF AGRICULTURE & RURAL DEVELOPMENT FOR A PERIOD OF THREE YEARS						
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)							
67/69 BICCARD STREET DEPARTMENT							
DEPARTMENT OF AGRICULTURE AND RURAL DEVELOPMENT							
POLOKWANE							
0699							
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO				TECHNICAL ENQUIRIES MAY BE DIRECTED TO:			
CONTACT PERSON	Matodzi TS			CONTACT PERSON	Manthata ML or Coetzer G		
TELEPHONE NUMBER	015 294 3351			TELEPHONE NUMBER	015 294 3072 or 015 294 3560		
FACSIMILE NUMBER				FACSIMILE NUMBER			
E-MAIL ADDRESS	matodzis@agric.limpopo.gov.za			E-MAIL ADDRESS	coetzer@agric.limpopo.gov.za or manthataml@agric.limpopo.gov.za		
SUPPLIER INFORMATION							
NAME OF BIDDER							
POSTAL ADDRESS							
STREET ADDRESS							
TELEPHONE NUMBER	CODE		NUMBER				
CELLPHONE NUMBER							
FACSIMILE NUMBER	CODE		NUMBER				
E-MAIL ADDRESS							
VAT REGISTRATION NUMBER							
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA		
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No			
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]							
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]			
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS							
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				<input type="checkbox"/> YES <input type="checkbox"/> NO			
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO			
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO			
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO			
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				<input type="checkbox"/> YES <input type="checkbox"/> NO			
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.							

**PART B
TERMS AND CONDITIONS FOR BIDDING**

1. BID SUBMISSION:
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 PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:
(Proof of authority must be submitted e.g. company resolution)

DATE:

**PRICING SCHEDULE – NON-FIRM PRICES
(PURCHASES)**

NOTE: PRICE ADJUSTMENTS WILL BE ALLOWED AT THE PERIODS AND TIMES SPECIFIED IN THE BIDDING DOCUMENTS.

IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT

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

OFFER TO BE VALID FOR 120 DAYS FROM THE CLOSING DATE OF BID.

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)
----------	----------	-------------	--

-	Required by:	
-	At:	
-	Brand and model	
-	Country of origin	
-	Does the offer comply with the specification(s)?		*YES/NO
-	If not to specification, indicate deviation(s)	
-	Period required for delivery	
-	Delivery:		*Firm/not firm

** "all applicable taxes" includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

*Delete if not applicable

PRICE ADJUSTMENTS

A NON-FIRM PRICES SUBJECT TO ESCALATION

1. IN CASES OF PERIOD CONTRACTS, NON FIRM PRICES WILL BE ADJUSTED (LOADED) WITH THE ASSESSED CONTRACT PRICE ADJUSTMENTS IMPLICIT IN NON FIRM PRICES WHEN CALCULATING THE COMPARATIVE PRICES
2. IN THIS CATEGORY PRICE ESCALATIONS WILL ONLY BE CONSIDERED IN TERMS OF THE FOLLOWING FORMULA:

$$Pa = (1 - V)Pt \left(D1 \frac{R1t}{R1o} + D2 \frac{R2t}{R2o} + D3 \frac{R3t}{R3o} + D4 \frac{R4t}{R4o} \right) + VPt$$

Where:

Pa	=	The new escalated price to be calculated.
(1-V)Pt	=	85% of the original bid price. Note that Pt must always be the original bid price and not an escalated price.
D1, D2..	=	Each factor of the bid price eg. labour, transport, clothing, footwear, etc. The total of the various factors D1, D2...etc. must add up to 100%.
R1t, R2t.....	=	Index figure obtained from new index (depends on the number of factors used).
R1o, R2o	=	Index figure at time of bidding.
VPt	=	15% of the original bid price. This portion of the bid price remains firm i.e. it is not subject to any price escalations.

The following index/indices must be used to calculate your bid price:

Index..... Dated.....	Index..... Dated.....	Index..... Dated.....
Index..... Dated.....	Index..... Dated.....	Index..... Dated.....

FURNISH A BREAKDOWN OF YOUR PRICE IN TERMS OF ABOVE-MENTIONED FORMULA. THE TOTAL OF THE VARIOUS FACTORS MUST ADD UP TO 100%.

FACTOR (D1, D2 etc. eg. Labour, transport etc.)	PERCENTAGE OF BID PRICE

B PRICES SUBJECT TO RATE OF EXCHANGE VARIATIONS

1. Please furnish full particulars of your financial institution, state the currencies used in the conversion of the prices of the items to South African currency, which portion of the price is subject to rate of exchange variations and the amounts remitted abroad.

PARTICULARS OF FINANCIAL INSTITUTION	ITEM NO	PRICE	CURRENCY	RATE	PORTION OF PRICE SUBJECT TO ROE	AMOUNT IN FOREIGN CURRENCY REMITTED ABROAD
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		

2. Adjustments for rate of exchange variations during the contract period will be calculated by using the average monthly exchange rates as issued by your commercial bank for the periods indicated hereunder: (Proof from bank required)

AVERAGE MONTHLY EXCHANGE RATES FOR THE PERIOD:	DATE DOCUMENTATION MUST BE SUBMITTED TO THIS OFFICE	DATE FROM WHICH NEW CALCULATED PRICES WILL BECOME EFFECTIVE	DATE UNTIL WHICH NEW CALCULATED PRICE WILL BE EFFECTIVE

.....
Signature of Bidder

.....
Date

SBD 4

DECLARATION OF INTEREST

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

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

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

2.1 Full Name of bidder or his or her representative:.....

2.2 Identity Number:.....

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

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

2.5 Tax Reference Number:

2.6 VAT Registration Number:

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

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.

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

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

- 2.7.1 If so, furnish the following particulars:

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

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

Position occupied in the state institution:

Any other particulars:

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

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

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

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

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

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

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

2.8.1 If so, furnish particulars:

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

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

2.9.1 If so, furnish particulars.

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

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

2.10.1 If so, furnish particulars.

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

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

2.11.1 If so, furnish particulars:

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

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

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

4 DECLARATION

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

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

DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

November 2011

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

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

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

1. GENERAL CONDITIONS

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

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2

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

1.3 Points for this bid shall be awarded for:

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

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

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

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

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

2. DEFINITIONS

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (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);
- (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 |
| 2) | A sworn affidavit as |
| 3) | Any other requirement |
- (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

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:

or

90/10

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

Where

Ps = Points scored for price of bid under consideration

P_t = 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		NO	
-----	--	----	--

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		NO	

v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations,2017:

vi)

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

.....

.....

DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT

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).

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, 2011 and the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:201x.

1. General Conditions

- 1.1. Preferential Procurement Regulations, 2011 (Regulation 9. (1) and 9. (3) make provision for the promotion of local production and content.
- 1.2. Regulation 9.(1) prescribes that in the case of designated sectors, where in the award of bids local production and content is of critical importance, such bids must be advertised with the specific bidding condition that only locally produced goods, services or works or locally manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Regulation 9.(3) prescribes that where there is no designated sector, a specific bidding condition may be included, that only locally produced services, works or goods or locally manufactured goods with a stipulated minimum threshold for local production and content, will be considered.
- 1.4. Where necessary, for bids referred to in paragraphs 1.2 and 1.3 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.
- 1.5. 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.
- 1.6. The local content (LC) as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 201x as follows:

$$LC = 1 - \left[\frac{x}{y} \right] \times 100$$

Where

x imported content

y bid price excluding value added tax (VAT)

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, one week (7 calendar days) prior to the closing date of the bid as indicated in paragraph 4.1 below.

1.7. A bid will be disqualified if:

- the bidder fails to achieve the stipulated minimum threshold for local production and content indicated in paragraph 3 below; and.
- this declaration certificate is not submitted as part of the bid documentation.

2. Definitions

2.1. **“bid”** includes advertised competitive bids, written price quotations or proposals;

2.2. **“bid price”** price offered by the bidder, excluding value added tax (VAT);

2.3. **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;

2.4. **“designated sector”** means a sector, sub-sector or industry that has been designated by the Department of Trade and Industry in line with national development and industrial policies for local production, where only locally produced services, works or goods or locally manufactured goods meet the stipulated minimum threshold for local production and content;

2.5. **“duly sign”** means a Declaration Certificate for Local Content that has been signed by the 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).

2.6. **“imported content”** means that portion of the bid price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or its subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs, such as landing costs, dock duties, import duty, sales duty or other similar tax or duty at the South African port of entry;

2.7. **“local content”** means that portion of the bid price which is not included in the imported content, provided that local manufacture does take place;

2.8. **“stipulated minimum threshold”** means that portion of local production and content as determined by the Department of Trade and Industry; and

2.9. **“sub-contract”** means the primary contractor’s assigning, leasing, making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract.

3. The stipulated minimum threshold(s) for local production and content for this bid is/are as follows:

Category: All uniform 100%

All items should be listed in the annexure C

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

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

--	--	--	--

4.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.6 of the general conditions must be the rate(s) published by SARB for the specific currency at 12:00 on the date, one week (7 calendar days) prior to the closing date 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:

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

5. Where the Local Content Declaration Templates (Annexures C, D and E) audited and certified as correct?
(Tick applicable box)

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

5.1 If yes provide the following particulars:

- (a) Full Name of auditor: _____
 (b) Practice Number: _____
 (c) Telephone and cell phone number: _____
 (d) Email address: _____

(Documentary proof regarding the declaration will, when required be submitted to the satisfaction of the Accounting Officer/Accounting Authority)

6 Where, after the award of the 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

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

**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)**

IN RESPECT OF BID No. _____

ISSUED BY: (Procurement Authority / Name of Institution):
.....

- 1 NB 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 **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.

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

(a) The facts contained herein are within my own personal knowledge.

(b) I have satisfied myself that 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.

(c) The local content has been calculated using the formula given in clause 3 of SATS 1286, the rates of exchange indicated in paragraph 4.1 above and the following figures:

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

If the bid is for more than one product, a schedule of the local content by product shall be attached.

(d) 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.

(e) 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, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 13 of the Preferential Procurement Regulations, 2011 promulgated under the Policy Framework Act (PPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____

DATE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____

Annex C

Local Content Declaration - Summary Schedule

(C1) Tender No. _____

(C2) Tender description: _____

(C3) Designated product(s) _____

(C4) Tender Authority: _____

(C5) Tendering Entity name: _____

(C6) Tender Exchange Rate: Pula _____ EU _____ GBP _____

(C7) Specified local content % _____

Note: VAT to be excluded from all calculations

Calculation of local content							
Tender item no's	List of items	Tender price - each (excl VAT)	Exempted imported value	Tender value net of exempted imported content	Imported value	Local value	Local content % (per item)
(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)

Tender summary			
Tender Qty	Total tender value	Total exempted imported content	Total Imported content
(C16)	(C17)	(C18)	(C19)

Signature of tenderer from Annex B _____

Date: _____

(C20) Total tender value _____

(C21) Total Exempt imported content _____

(C22) Total Tender value net of exempt imported content _____

(C23) Total Imported content _____

(C24) Total local content _____

(C25) Average local content % of tender _____

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	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? (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). 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.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	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)? 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.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
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

Js365bW

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 *per 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.
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

Js914w 2

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.



LIMPOPO
PROVINCIAL GOVERNMENT
REPUBLIC OF SOUTH AFRICA

**DEPARTMENT OF
AGRICULTURE AND RURAL DEVELOPMENT**

TERM CONTRACT

OF

**FOR SUPPLY, DELIVERY AND OFFLOADING OF
PROTECTIVE CLOTHING FOR LIMPOPO DEPARTMENT
OF AGRICULTURE AND RURAL DEVELOPMENT**

1. BACKGROUND.

The Department of Agriculture and Rural Development has an obligation of managing land degradation through combating soil erosion, veld management, protection of wetlands and other activities which are implemented by other programmes within the department.

The Department is also responsible for managing the working conditions as defined by the labour relation act, occupational health and safety Act and other policy guidelines.

2. BRIEF PROJECT DESCRIPTION.

The Department is responsible to ensure all programmes that employ and contract workers for implementation of tasks, adhere to the acts regulated by the Labour relation act and Occupation Health and Safety policies. To maintain the effective management and the safety of workers, personal protective equipment (PPE`s)/protective clothing and uniform is essential in the working environment.

The Department will require the service provider to enter a three-year term contract to supply, deliver and offload protective clothing and uniform such as specified in the contract and required for specific task to be implemented.

3. LOCATION OF SITE.

Items will be purchased through the Departmental procurement policy and procedures while the authority of delivery will be through the Departmental Official purchase order which authorise the service provider to render the services.

4. TERMS AND CONDITIONS.

4.1. Delivery Time.

Goods/ Services must be delivered within twenty-one days after receiving the order, otherwise the department reserve the rights to regard the order as cancelled and claim the damage if appropriate/applicable.

4.2. Method of delivery

Goods must be adequately packed and delivered in good condition.

4.3. Quality Supplies

If goods are not complying with the approved specification, the department will recover from the supplier any damage or fruitless expenses incurred through non-compliance.

4.4 Despatch advice

Full details of each consignment, including packing slip. Where appropriate and including reference to the authorised order number should be provided by the supplier. The Department accept no responsibility for shortages or damage caused by poor packaging.

4.5 Invoices

All invoices clearly displaying the Authorised Purchasing Order number must be submitted immediately to the Department.

4.6. Prices

No variation or alternative of the Authorised prices will be accepted,
Price schedule should incorporate the forecasted price increase for the period of three years

4.7. Payment

Bidders should note that the department will not make an upfront payment to a successful service provider. Payment will only be made in accordance with the delivery of service that will be agreed upon by both parties and upon receipt of an original invoice.

5. EXPECTED DELIVERABLES.

5.1 Scope of work.

The scope of work is to provide protective clothing for workers who will be hired for implementation of the work within the entire projects in the province. The protective clothing should conform to the requirements as outlined below:

Item	Article name	Colour	Description	Price per item Year 1	Price per item Year 2	Price per item Year 3
1.	Two-piece Work Suit (Conti-suit PC). Fabric: 65% Cotton/35% Polyester	Orange. Green, white, khaki, military green or specified	Embroided or Paint printed Departmental and/or EPWP, LandCare, veterinary, colleges logos	Print R <hr/> Embroided <hr/> R	Print R <hr/> Embroided <hr/> R	Print R <hr/> Embroided <hr/> R
2.	Two-piece Work Suit (Conti-suit PC); 100% cotton	Orange. Green, white, khaki, military green or specified	Embroided or Paint printed Departmental and/or EPWP, LandCare, veterinary, colleges logos	Print R <hr/> Embroided <hr/> R	Print R <hr/> Embroided <hr/> R	Print R <hr/> Embroided <hr/> R
3.	Dust coat/ Lab coat. Fabric: 65% Cotton/35% Polyester.	Orange. Green, white, khaki, military green or specified	Embroided or Paint printed Departmental and/or EPWP, LandCare, veterinary, colleges logos	Print R <hr/> Embroided <hr/> R	Print R <hr/> Embroided <hr/> R	Print R <hr/> Embroided <hr/> R
4.	Two-piece Flame-Retardant work suit 100%Cotton	Orange. Green, white, khaki, military	Embroided or Paint printed Departmental	Print R <hr/>	Print R <hr/>	Print R <hr/>

		green or specified	and/or EPWP, LandCare, veterinary, colleges logos	Embroided R	Embroided R	Embroided R
5.	Engineer's Flame retardant one-piece overall 100% Cotton	Orange. Green, white, khaki, military green or specified	Embroided or Paint printed Departmental and/or EPWP, LandCare, veterinary, colleges logos	Print R Embroided R	Print R Embroided R	Print R Embroided R
6.	Floopy Hat (Sporty)	Orange. Green, white, khaki, military green or specified	Embroided or Paint printed Departmental and/or EPWP, LandCare, veterinary, colleges logos	Print R Embroided R	Print R Embroided R	Print R Embroided R
7.	Hart Hat	White, Red, Green, Yellow, Fawn, or as specified	Full Brim Hard Hat SABS. Paint printed Departmental and EPWP and/or LandCare, veterinary, colleges logos	Paint Print R	Paint Print R	Print Print R
8.	100% Cotton shirts, 2 pockets	Orange. Green, white, khaki, military green or specified	Embroided / Paint printed Departmental and/or EPWP, Land Care, veterinary, colleges logos	Print R Embroided R	Print R Embroided R	Print R Embroided R
9.	(a)100% Cotton full Jacket, full zip and 4 - 6 pockets	Orange. Green, white, khaki, military green or as specified	Embroided / Paint printed Departmental and/or EPWP, Land Care, veterinary, colleges logos	Print R Embroided R	Print R Embroided R	Print R Embroided R

	(b). Jacket long sleeves, winter male, waistcoat with a V neckline, SANS10371 specification, and linings that comply with requirements for type L61P SANS1387-7 and outer material to comply with type D59 of SANS1387-4.	Olive green (No.18-0312 TCX) all sizes	Embroided / Paint printed Departmental and/or EPWP, Land Care, veterinary, colleges logos and/or SA Flags with the words "Extension and Advisory Services on the right	Print <u>R</u>	Print <u>R</u>	Print <u>R</u>
				Embroided <u>R</u>	Embroided <u>R</u>	Embroided <u>R</u>
	(c). Jacket long sleeves, winter Female, waistcoat with a V neckline, SANS10371 specification, and linings that comply with requirements for type L61P SANS1387-7 and outer material to comply with type D59 of SANS1387-4.	Olive green (No.18-0312 TCX) all sizes	Embroided / Paint printed Departmental and/or EPWP, Land Care, veterinary, colleges logos and/or SA Flags with the words "Extension and Advisory Services on the right.	Print <u>R</u>	Print <u>R</u>	Print <u>R</u>
				Embroided <u>R</u>	Embroided <u>R</u>	Embroided <u>R</u>
10.	Goggles	Wide clear Vision	Safety eye protector Goggles.	R	R	R
11.	Goggles	Tinted vision	Safety eye protector Goggles.	R	R	R
12.	Dust Musk (Moulded respiratory) (pack of 10`s)	White	FF2 2020 QSA EN149:2001	R	R	R
13.	Leather Gloves (pack of 6 pair)	All Colours	2 inch or 50 mm Cuff Chrome	R	R	R
14.	Gum Boots Knee Length	Black/White	Gum boots STC BLK -08	R	R	R
15.	Gum Boots Ankle length	Black/White	Gum boots STC BLK -08	R	R	R
16.	Gum Boots Knee Length	Black /White	Claw Gum Boots STC BLK - 08	R	R	R
17.	100% Leather Boots	Black/Brown/ White	Steel Toe Cap – 200 J	R	R	R

	(Ankle length)		Slip resistant Polyurethane TPU Sole Oil, Acid & Abrasion Resistant up to 90 degrees			
18.	Shoe wear a) Boot, gum. PVC white and black accordance with specification SABS 1320 pert 1, class 2 and made of oil- resistance material. The outer surface of the upper at the toe and heel areas shall have a smooth finish, knee length.	Various	240/315	R	R	R
	(b) Steel toe cap construction boots, to be light weight with double density polyurethane antistatic sole in accordance with SABS 1226 i.e Lemaitre or bova type.	Various	240/315	R	R	R
	(c) Steel toe cap boots for ladies in accordance with SABS 114.	Various	240/315	R	R	R
	(d) Non-steel toecap ladies' shoe with chemical and high slip resistant in accordance with SABS 422	Various	240/315	R	R	R
	(e) Water boots	Various	240/315	R	R	R
	(f) Hiking boots	Various	240 /315	R	R	R
19.	First Aid Kits Box	White/ Green Box	Regulation 7 wall mounted	R	R	R

20.	First Aid Refill Kit	-----	Factory regulatory box	R	R	R
21.	Portable First Aid Kit	White/ Green Box	Factory regulatory box	R	R	R
22.	Full face Perspex masks	-----	20-100 full face EN 136:89CL2 and EN 148-7::1987	R	R	R
23.	Face Paper Masks	White	Double Ply Disposable paper face masks (100 PCS per box)	R	R	R
24.	Heavy duty plastic aprons	White	SABS APPROVED	R	R	R
25.	Zip Off adjustable sleeve heavy duty Police reflectors	Red and Yellow belt stripes	Heavy duty reflective; Embroidered / Paint printed Veterinary Services in front and on the belt stripes and at the back (as per sample).	Print R <hr/> Embroidered <hr/> R	Print R <hr/> Embroidered <hr/> R	Print R <hr/> Embroidered <hr/> R
26.	Two-piece waterproof Raincoats with Cap and Zip in font	Black / Green / Navy blue	Nylon rubberised packed in convenient carry back	R	R	R
27.	"Putco Bunny" or equivalent Jackets	Fawn	Polly cotton concealed zip, jetted side pockets and elasticated cuff and waists: Combat shirts with two breast pockets and epaulets: Embroidered Departmental and Veterinary Services Logos	R	R	R

28.	Ladies Police shoes	Black / Brown/ Parabellum SAPS	PU upper with PVC unit sole	R	R	R
29.	All weather Jacket (Dry mac) or equivalent	Orange. Green, white, khaki, military green or specified	Embroided or Paint printed Departmental and/or EPWP, LandCare, veterinary, colleges logos	Print R Embroided R	Print R Embroided R	Print R Embroided R
30.	(a) Adjustable belt	Khaki / Brown/ black	Web belt Nylon	R	R	R
	(b) Belt 30mm wide, 3mm depth single layer genuine leather, brass single prong square buckle bounded Tip to belt end, 7 bunched holes behind rounded tip for prong of buckle, fitted with single belt keep of matching leather	Dark brown	Genuine leathe, all sizes	R	R	R
31.	Socks (knee)	Khaki / Brown/ black	Hiking socks	R	R	R
32.	Ladies Police Hats	Black / brown	Moulded Ladies Police style: Embroided Veterinary Services Logos in front (as per sample)	R	R	R
33.	Combat Trousers Long 100% cotton	Military green	Combat trousers 100% cotton	R	R	R
34.	Combat Military Skirts	Military green	Poly stretched lined Flare Skirts	R	R	R

35.	Bush Hats	Grey / Khakhi /military green	Polly Cotton; Embroidered /Paint printed Veterinary Logos in front	Print R Embroided R	Print R Embroided R	Print R Embroided R
36.	Man's Police shoes	Black / Brown	Parabellum (SABS) equivalent (guanine leather upper)	R	R	R
37.	Army great Coats	Navy	Wool coat with button down front, front pockets and epaulets	R	R	R
38.	Soft epaulets	Red / Maroon	Polyester epaulets: Written Red line Guards	R	R	R
39.	100 % Cotton Shirts	Khakhi / Fawn	Sterling poly cotton two breast pocket; Embroided Departmental and Veterinary Logos	R	R	R
40.	100 % full jacket	Khakhi / Fawn	Embroided Veterinary Services Logos	R	R	R
41.	100 % Cotton full jackets Full Zip and four pockets	Khakhi / Fawn	Sterling poly cotton two breast pocket; Embroided Departmental and Veterinary Logos	R	R	R
42.	Hart Hat	White / Fawn	Paint printed Veterinary Services Logos	R	R	R
43.	Postmortem Arm length rubber gloves	Brown	Latex 100 disposable gloves (Hospital gloves) SABS approved	R	R	R

44.	Postmortem Helmet	White	Flip Front Post-mortem with accordance with SABS	R	R	R
45.	Postmortem Hand length rubber gloves	Brown	Latex disposable gloves (Hospital gloves) SABS approved	R	R	R
46.	Postmortem Goggles (Clear view)	White	Flip font Post-mortem Goggles with accordance with SABS	R	R	R
47.	Dust coat in accordance with SABS 1068 three pocket, button front three quarters length	Khaki/ Blue, Green	Embroided / Paint printed Departmental Name	Print R <hr/> Embroided R <hr/>	Print R <hr/> Embroided R <hr/>	Print R <hr/> Embroided R <hr/>
48.	Ladies overall in accordance with specification 31, prince's style, button front, 2 front pocket, short sleeve and collar, figures.	Powder Blue/ Pink/ Fawn	Embroided / Paint printed Departmental name	Print R <hr/> Embroided R <hr/>	Print R <hr/> Embroided R <hr/>	Print R <hr/> Embroided R <hr/>
49.	Non-steel toecap ladies' shoe with chemical and high slip resistant in accordance with SABS 422	Black/ brown	Resistant in accordance with SABS 422	R	R	R
50.	Kitchen worker Apron 100% cotton	Orange. Green, white, khaki, military green or specified	Embroided Departmental and/or colleges Logo	R	R	R
51.	Normal doek 100% cotton	Orange. Green, white, khaki, military green or specified	Embroided Departmental / and or colleges Logo	R	R	R
52.	(a). Shirts:	Orange. Green, white, khaki, military	Embroided Departmental Logo	R	R	R

	Shirts without shoulder stripe/epaulette long sleeve in accordance with CKS34	green or specified				
	(b). Shirt with shoulder stripe/epaulette long sleeve in accordance with CKS 34	Orange. Green, white, khaki, military green or specified	Embroided Departmental Logo	R	R	R
53.	(a). Shirt, without epaulette/ shoulder stripe short sleeve in accordance with CKS 636.	Orange. Green, white, khaki, military green or specified	Embroided Departmental Logo	R	R	R
	(b). Shirt with shoulder stripe/epaulette short sleeve in accordance with CKSS 636.	Orange. Green, white, khaki, military green or specified	Embroided Departmental Logo	R	R	R
	(c). Combat short sleeves shirt 100% cotton.	Navy/Powder Blue/ Military Green in colour or as specified.	Combat shirts with two breast pockets and epaulets: Embroided Departmental and Veterinary Services Logos	Print R <hr/> Embroided R	Print R <hr/> Embroided R	Print R <hr/> Embroided R
	(d)Combat long sleeves shirt 100% cotton	Navy/Powder Blue/ Military Green in colour or as specified.	Combat shirts with two breast pockets and epaulets: Embroided Departmental and Veterinary Services Logos	Print R <hr/> Embroided R	Print R <hr/> Embroided R	Print R <hr/> Embroided R
	(e) Golf shirt short sleeves 100% cotton	Navy / Powder Blue / Military Green in colour or as	100% cotton Embroided / Paint printed Departmental and	Print R <hr/> Embroided	Print R <hr/> Embroided	Print R <hr/> Embroided

		specified	Veterinary Services Logos	<u>R</u>	<u>R</u>	<u>R</u>
	(f)Golf shirt long sleeves 100% cotton	Navy / Powder Blue / Military Green in colour or as specified	100% cotton Embroided / Paint printed Departmental and Veterinary Services Logos	Print <u>R</u> Embroided <u>R</u>	Print <u>R</u> Embroided <u>R</u>	Print <u>R</u> Embroided <u>R</u>
54.	(a). Apron carpenter canvas longer (Heavy material)	Various Colours		R	R	R
	(b). Apron, leather material		In accordance with SABS 316: Separate covering for upper body and legs	R	R	R
55.	(a). Men's Boiler Suite in accordance with specification SABS 434, Button Front, Two Breast Pocket, One Back Pocket, Without Opening, Collar, ranching at the waist and cuff. (One Piece Overall) Denim	Various Colours	All sizes (Denim)	R	R	R
	(b). Men's Boiler Suite in accordance with specification SABS 434, Drill Material, Button Front, Two Breast Pocket, One Back Pocket, Without Opening, Collar, ranching at the waist and cuff. (One Piece Overall) Drill		All sizes (Drill)	R	R	R
56.	(a)Rain suit,	Yellow/ Navy	PVC	R	R	R

	Jackets with hoed and trouser, light weight waterproof material (PVC)	blue /military green				
	(b) Raincoat, men in accordance with CKS 287 as amended, material in accordance with CKS 137 TYPE 2	Yellow/Navy blue / military green	PVC	R	R	R
	(c) Raincoat suit, for ladies, detached hood according to CKS 287/288	Yellow/Navy blue / military green	Nylon	R	R	R
57.	(a) Suit coat, in accordance with CKS 287 as amended material in accordance with CKS 143 TYPE2: Trouser & Jacket	Various (Yellow, Navy Blue, Military, or as specified		R	R	R
	(b). Suit coat, in accordance with CKS 287 as amended material in accordance with CKS 143 TYPE2: Skirt & Jacket			R	R	R
58.	Hat waterproof in accordance with latest issue of CKS 126 material specification 143 TYPE 2	Yellow/Navy blue / military green, as specified		R	R	R
59.	(a). Helmets Flip front welding helmet in accordance with SABS 1400.	White, Yellow, Military, or as specified	All sizes	R	R	R
	(b). Front Brim Helmet in accordance with SABS 397		All sizes	R	R	R
60.	Goggles Flip Front Gas welding goggles made in accordance with SABS 1404-P2	Transparent	All sizes	R	R	R
61.	Gloves (a). Arm's length rubber gloves in accordance with			R	R	R

	SABS 316 & SABS ISO 11193	Olive grey	All sizes			
	(b). elbow length PVC rubber gloves in accordance with SABS 316 & SABS ISO 11193			R	R	R
	(c). Arm's Length and tag executive leather gloves in accordance with SABS 1297			R	R	R
62.	Masks Nose / Mouth guard Dust masks with 90% efficiency	White	All sizes	R	R	R
63.	Earmuffs, to be in accordance with SABS 1451-P1		Standard size	R	R	R
64.	Ear Plugs, to be in accordance with SABS 1451-P2		Standard size	R	R	R
65.	Spectacles: industrial polycarbonate safety spectacles for general use in accordance with CKS 552	Transparent	All sizes	R	R	R
66.	Security boots: Injected polyurethane sole. Abrasion resistant canvas. Oil and acid resistant.	Navy / Black/brown	All sizes	R	R	R
67.	Caps: Combat security caps. Material to be acid resistant 100% cotton	Navy / Navy blue/military green/green	All sizes	R	R	R
68.	Laboratory coat, long sleeve acid resistant.	White	All sizes	R	R	R
69.	Laboratory goggles		All sizes	R	R	R
70.	Laboratory Aprons	White	All sizes	R	R	R
71.	Laboratory Masks	White	All sizes	R	R	R
72	BRUSH CUTTER					

	GEAR:	Various	All sizes	R	R	R
	(a). Shin guard knee pads					
	(b). Knee protector	Various	All sizes	R	R	R
	(c). Brush cutter trouser	Various	All sizes	R	R	R
	(d). Chain saw gloves	Various	All sizes	R	R	R
	(e). Ear and head helmet set	Various	All sizes	R	R	R
	(f) . Brush cutting jacket	Various	All sizes	R	R	R
	(g). Ear protector	Various	All sizes	R	R	R
73.	Premium fishing Wader with Braces, Buckles and Boots	Green, Brown, Fawn	All sizes	R	R	R
	Gum boots water resistant with red Pvc sole	White/Black	All sizes	R	R	R
74.	Safety waterproof (impermeable) boots	Black/Brown	Various sizes	R	R	R
	Bee suit on poly-cotton (100% cotton) material with self-supporting round veil around the hat, heavy duty zipper, double stitched pockets, long sleeves with elastic at the end to close around wrists, long legs with elastic to close around the ankles and elastic around the waist.	White	Various sizes	R	R	R
75.	Professional long-	White	Various sizes	R	R	R

	elbowed beekeeper`s gloves with cow leather hands, heavy duty canvas sleeves and elastic cuffs around the elbow.					
	TOTAL PRICE INCLUDING VAT			R	R	R
TOTAL BID PRICE FOR THREE YEARS (VAT INCLUSIVE): R _____						

6. DELIVERY PERIOD

It is expected that the service provider under the contract must deliver protective clothing within the period agreed by both parties.

7. STANDARD SPECIFICATION AND SPECIAL CONDITIONS

The standardized specification shall apply on this contract

- a) All items should be SABS approved
- b) To carry out site inspections, product evaluations or explanatory meetings in order to verify the nature and quality of the services offered by the bidder(s), whether before or after adjudication of the Bid.
- c) To cancel and/or terminate the tender process at any stage, including after the Closing Date and/or after presentations have been made, and/or after tenders have been evaluated and/or after the preferred bidder(s) have been notified of their status as such.
- d) Award to multiple bidders based either on size or geographic considerations.
- e) Only locally produced or manufactured Textiles, clothing, leather and footwear from local raw material or input should be considered, All products should be 100% local content**
- f) Only south African Bureau of standard approved technical specification number SAT1286:2011 WILL BE USED TO CALCULATE LOCAL CONTENT**
- g) Where raw material or input to be used is not available locally, written authorisation from DTI (Contacts 012 394 3717/1390) should be supplied
- h) South African standard sizes should be used
- i) Bidders should complete and sign all SBD forms attached

8. BID EVALUATION CRITERIA

8.1 The bid will be evaluated in terms of the Preferential Procurement Regulation 2017, issued in terms of the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000)

8.2 The bid will be awarded based on the 80/20-point scoring system comprising of the breakdown as listed in clause 11.3

8.3 EVALUATION AND SELECTION CRITERIA

The LDARD has set minimum standards (Gates) that a bidder needs to meet in order to be evaluated and selected as a successful bidder. The minimum Standards consist of the following:

Pre-qualification Criteria (Gate 0)	Technical Evaluation Criteria (Gate1) section 11.6.1	Price and B-BBEE Evaluation (Gate 2) section 11.6.2
<ul style="list-style-type: none">• All products should be 100% local content• Only bidders who are EME or QSE with BBBEE LEVEL 1 & 2 are targeted for this bid <p>Bidders must submit all documents as outlined in section (11.4 below). Only bidders that comply with ALL these criteria will proceed to Gate 1.</p>	Bidder(s) are required to achieve a minimum of 60 points out of 100 points to proceed to Gate 2 (Price and BEE)	Bidder(s) will be evaluated on price and B-BBEE claimed points

Gate 0: Pre-qualification Criteria

Without limiting the generality of LDARD's other critical requirements for this Bid, bidder(s) must submit the documents listed in **Table below (16.4)**. All documents must be completed and signed by the duly authorized representative of the prospective bidder(s). During this phase Bidders' responses will be evaluated based on compliance with the listed administration and mandatory bid requirements. The bidder(s) proposal may be disqualified for non-submission of any of the documents.

8.4 REQUIRED DOCUMENTS:

Documents that must be submitted	Non-submission will result in disqualification	Requirement
Invitation to Bid – SBD 1	YES	Must be fully completed, signed by the authorized person and submitted with the bid by the closing date and time
Pricing Schedule – SBD 3.1 or 3.2	YES	Must be fully completed, signed by the authorized person and submitted with the bid by the closing date and time
Declaration of Interest – SBD 4	YES	Must be fully completed, signed by the authorized person and submitted with the bid by the closing date and time. If the bidder is having more than 1 company, they must declare on item 2.11.1
Preference Point Claim Form – SBD 6.1	YES	Non-claiming of points on this form will lead to zero (0) even if a B-BBEE certificate or Original Affidavit is attached.
Declaration of certificate for local production and content – SBD 6.2	YES	Must be fully completed, signed by the authorized person and submitted with the bid by the closing date and time
Annexure C – Local Content Declaration – Summary Schedule	YES	Must be fully completed, signed by the authorized person and submitted with the bid by the closing date and time
B-BBEE Certificate/ Sworn Affidavit	YES	Bidders should submit certified copies of valid B-BBEE status level verification certificates Accredited by SANAS or original sworn affidavit or certificate issued by Companies and intellectual Property Commission (DTI) thereof together with their tenders to substantiate their B-BBEE rating claims. Non-submission will lead to Disqualification.
Declaration of Bidder's Past Supply Chain Management Practices – SBD 8	YES	Must be fully completed, signed by the authorized person and submitted with the bid by the closing date and time
Certificate of Independent Bid Determination – SBD 9	YES	Must be fully completed, signed by the authorized person and submitted with the bid by the closing date and time

Letter from manufacturer and SANS / SABS Certificate in the manufacturers name	YES	In the event of the Bidder not being the actual manufacturer and will be sourcing the product(s) from a manufacturer, the Bidder must submit the bid together with a letter and SANS / SABS Certificate from that manufacturer confirming firm supply arrangement(s).
Compulsory Bidding of ALL the items provided in section 8	YES	Section 8, which is a list all the items required by the Department should be completed in FULL . All the listed items must be provided with a price quotation. Any blank spaces will automatically disqualify the bidder.

8.5 Bidders must ensure that they meet the following requirements before the bid can be awarded:

1.Criteria	2.Requirement
Tax compliance status	Bidder must be tax compliant before the bid is awarded, i.e. <i>Where the recommended bidder is not tax compliant, the bidder will be notified of their non-compliant status and be granted reasonable timeframe to rectify their tax compliance status with the South African Revenue Service. The bidder must thereafter provide the procuring entity with proof of its tax compliance status which must be verified via the Central Supplier Database or e-filing”.</i>
Business registration	The Company must be in business
Company registration with central supplier database (CSD)	Company must be registered on central supplier database (CSD)
In the service of the state status	Shareholders or directors must not be employed by state departments, municipalities, municipal entities, public entities
Tender defaulting and restriction status	Bidders Must not be listed as defaulters and/or restricted

8.6 Functionality.

Responsive bids will be adjudicated using a 80/20 point scoring system which awards points on the basis set out in the table below. The minimum score required for functionality is **60 points** in order to qualify for further evaluation. A bidder who scores less than **60 points** on functionality will be disqualified.

	FUNCTIONALITY	CRITERIA	VALUE	WEIGHT
a)	Proven capacity and experience in supplying of personal protective equipment - Detailed experience of the bidder/company relating to similar work and track record (please attach appointment letters with contact details and values of the contracts)	No information provided	0	60
		R10 000 - R50 000	5	
		R50 001 – R500 000	10	
		R 500 001 –R 1 000 000	30	
		R1 000 001- R3 000 000	40	
		R3 000 001 – R 6 000 000	50	
		ABOVE 6 000 000.00	60	
b)	Availability of delivery Transport	No transport/ commitment indicated	0	20
		Letter of commitment/Agreement from fleet company	10	
		Documentary proof of ownership of transport (vehicle registration copies must be attached - NO INDIVIDUALS ASSETS)	20	
c)	Proof of Physical address - Existence of an Office (Utility Bill, Tribal Letter or Permission to occupy (PTO) -	Office of Bidder outside the borders of Limpopo	10	20
		Office of Bidder within borders of Limpopo	20	
	Total functionality			100

NB: BIDDERS MUST OBTAIN 60 POINTS OR HIGHER TO BE EVALUATED FURTHER

8.6.1 Gate 2: Price and BBBEE Evaluation (80+20) = 100 points

Only Bidders that have met the **60 points** thresholds in **Gate 1** will be evaluated in **Gate 2** for Price and BBBEE, will be evaluated as follows: ---

In terms of regulation 6 of the Preferential Procurement Regulations, 2017, responsive bids will be adjudicated on the 80/20 preference point system in terms of which points are awarded to bidders based on:

- The bid price (maximum 80 points); and
- B-BBEE status level of contributor (maximum 20 points)

Step 1: Calculation of points for price

- (a) The PPPFA prescribes that the lowest acceptable bid will score 80 or 90 points for price. Bidders that quoted higher prices will score lower points for price on a pro-rata basis
- (b) The formulae to be utilized in calculating points scored for price are as follows:

80/20 Preference point system [(for acquisition of services, works or goods up to a Rand value of R50 million) (all applicable taxes included)]

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

Where

P_s = Points scored for comparative price of bid or offer under consideration

P_t = Comparative price of bid or offer under consideration

P_{\min} = Comparative price of lowest acceptable bid or offer.

- (c) Bidders should quote for all items indicated on the specification
- (d) The price must be expressed in terms of South African currency (ZAR) for each service on the specification.
- (e) It is the responsibility of the bidder to consider all costs when compiling bid prices.
- (f) Bidders must reflect all prices in the pricing schedule, and not anywhere else in their bid proposal. The Department will not accept any charges for items not reflected in the pricing schedule.

Step 2: Calculation of points for B-BBEE status level of contributor

Points will 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 (80/20 system)
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

Step 3: Calculation of total points scored for price and B-BBEE status level of contributor

The points scored for price will be added to the points scored for B-BBEE status level of contributor to obtain the bidder's total points scored out of 100. **The top 15 bidders who scored the highest points**

will be physically inspected for capability and resources to perform the contract

9. INVOICES

9.1 All invoices submitted by the contractor must be tax invoices indicating quantity ordered and quantity delivered, the amount of tax charged and the total invoice amount.

9.2 A tax invoice shall be in the currency of the **Republic of South Africa (R)** and shall contain the following particulars:

- The name, address and registration number of the supplier.
- The name and address of the recipient.
- An individual serialized number and the date upon which the tax invoice is issued.
- All invoices clearly displaying the Authorised Purchasing Order number must be submitted immediately to the Department
- A description of the goods or services supplied.
- The quantity or volume of the goods or services supplied.
- The value of the supply, the amount of tax charged and the consideration for the supply; or
- Where the amount of tax charged is calculated by applying the tax fraction to the consideration, the consideration for the supply and either the amount of the tax charged, or a statement that it includes a charge in respect of the tax and the rate at which the tax was charged.

10 IRREGULARITIES

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

11. PROJECT DURATION

The duration of this term contract shall be **36 months (3 Years)**.

12. JOINT VENTURES

- (a) In terms of the Preferential Procurement Regulations, 2017 pertaining to the Preferential Procurement Policy Framework Act 5 of 2000, a trust, consortium or joint venture must submit a consolidated B-BBEE Status Level Verification Certificate for every separate bid.
- (b) Should this bid be submitted by a joint venture, the joint venture agreement must accompany the bid document before the closing date and time of bid. The joint venture

agreement must clearly specify the percentage of the contract to be undertaken by each company participating therein.

- (c) The non-submission of a B-BBEE Certificate by a trust, consortium or joint venture will result in zero (0) preference points being allocated for evaluation purposes.
- (d) Each party to a Joint Venture/ Consortium must submit an original valid Tax Clearance Certificate together with the bid before the closing date and time of bid.
- (e) The joint venture or consortium must submit a formal agreement that outlines the roles and responsibilities of each member of the joint venture or consortium, nomination of an authorised person to represent the joint venture or consortium in all matters relating to this bid and the details of the bank account for payments to be affected.
- (f) The joint venture or consortium must comply with Central Suppliers Database (CSD) registration requirements as per National Treasury directive.

13. UNSATISFACTORY PERFORMANCE

- a. Unsatisfactory performance occurs when performance is not in accordance with the contract conditions.
- b. The departmental official shall warn the contractor in writing that action will be taken in accordance with the contract conditions unless the contractor complies with the contract conditions and delivers satisfactory supplies or services within a specified reasonable time (7 days minimum). If the contractor does not perform satisfactorily despite the warning, the official will:
 - Take action in terms of its delegated powers; and
 - Make a recommendation to the Accounting Officer for cancellation of the contract concerned.
- c. When correspondence is addressed to the contractor, reference will be made to the contract number/item number/s and an explanation of the complaint.

14. VALIDITY PERIOD OF BID AND EXTENSION THEREOF

The validity (binding) period for the bid will be **120 days** from close of bid. However, circumstances may arise whereby the department may request bidders to extend the validity (binding) period. Should this occur, the department will request bidders to extend the validity (binding) period under the same terms and conditions as originally offered for by bidders. This request will be done before the expiry of the original validity (binding) period.

15. NEGOTIATIONS

Bidders should note that the department might subject the successful bidder to negotiations for fair market related prices.

16. SITE INSPECTION

- a. As part of the evaluation process of this bid, the Department will conduct site inspections of premises of all manufacturers who have submitted bids and/or those Manufacturers who have issued letters of undertaking to bidders.
- b. The purpose of the site inspections is to confirm validity and accuracy of the information submitted in the bidder's bid document. Where the validity and accuracy of the information submitted in the bidder's bid document cannot be confirmed during the site visit, the bidder will be disqualified.

17. MONITORING AND EVALUATION

The right of the LDARD to Investigate and Seek Clarification.

The Department may, in its sole discretion, seek clarification, during the process. In the process of clarification, no change in the substance of the Technical Section or in the Financial Section shall be sought, offered, or permitted.

- a. The Department shall seek all clarifications in writing and the Bidders responses shall also be in writing.
- b. The Department may request progress report, or presentations at any stage of the project.
- c. Without limiting the generality above, the Department **may**, in its sole discretion, investigate evidence of the ability and experience of a Bidder under consideration, including joint venture partners, proposed subcontractors, and parties otherwise related to the Bidder or the Bidder's Proposal; and **may** require or seek out confirmation from other parties of information furnished by a Bidder.
- d. Appropriate penalties, including discharge and / or blacklisting shall be instituted in case of infringements of any of the above stipulations or any other transgressions not covered here-in.
- e. Delivery of defective PPE'S is strictly prohibited and will be punishable by imposing appropriate penalties that may subsequently lead to blacklisting of repetitive offenders.
- f. The Department reserves the right **not to** appoint **or to** appoint more than one service providers depending on prevailing circumstances.

18. BID PRICE

- (a) All prices must be VAT inclusive (**for those who are VAT registered**) and any other costs necessary for the execution and completion of the contract in accordance with the bid document and should be in South African currency.
- (b) Bidders must prepare a pricing schedule signed by the authorized signatory.
- (c) The onus / responsibility lies with the bidder to ensure that they have taken all the costs and escalations into consideration when compiling bid prices.

19. LAW TO APPLY

The Contract shall in all respects be construed in accordance with the law of the Republic of South Africa, and any difference that may arise with the law of the Republic of South Africa, and any difference that may arise between the Province and the Contractor in regard to the Contract, shall be settled in the Republic of South Africa.

20. PENALTIES

Subject to GCC Clause 4, if the Contractor fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the Province 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 delayed goods or unperformed services, using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The Province may also consider termination of the contract in terms of the GCC.

21. AWARD

- (a) The department has five (5) districts across the province and to ensure equitable distribution of opportunities arising from this bid, **the department will award on a rotational basis.**
- (b) It is a condition of this bid that a tenderer must quote for all items listed.
- (c) In implementing the objective criteria, the department reserves the right to negotiate the price with the awarded bidder where the highest scoring bidder has not been awarded.
- (d) In the event that the department is unable to award a service provider for a particular district (for whatever reason) or in the event a contractor fails to deliver, the department reserves the right to utilize contractors awarded in other districts. In this event the department will request quotations from all awarded contractors in other districts and apply a preference point system which may include an objective criterion.

22. LANGUAGE GOVERNANCE

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.

23. COMPLETION OF BID DOCUMENT

The following are minimum requirements for completion of the bid document: -

- (a) Bidders are required to complete the entire bid document in terms of the requirements contained herein.
- (b) Where the space provided in the bid document is insufficient, separate schedules may be drawn up in accordance with the given formats. These schedules shall then be bound together with suitable contents page and submitted with the bid documents.
- (c) All bid documents, certificates, schedules (including additional schedules as mentioned above) and all forms required by this bid must be completed in black ink and signed by the authorized signatory.
- (d) Only original bid document shall be accepted.
- (e) Bidders shall ensure that there are no missing or duplicated pages. LDARD shall not accept liability in regard to claims by bidders that pages are missing or duplicated.
- (f) Correction fluid is not allowed and any cancellation, alteration or amendment on the bid document must be signed for by the authorised signatory.
- (g) Completed bid document with supporting documents shall be packaged, bound, sealed, marked and submitted strictly as stipulated in this bid document.

24. DELIVERY POINTS

BIDDERS ARE TO NOTE THAT DELIVERY/ DISTRIBUTION AREAS FOR EACH DISTRICT ARE AS FOLLOWS:

- a) **CAPRICORN DISTRICT** - Blouberg, Lepelle Nkumpi, Molemole and Polokwane Municipalities
- b) **MOPANI DISTRICT** – Ba-Phalabora, Greater Giyani, Greater Letaba, Greater Tzaneen and Maruleng Municipalities
- c) **SEKHUKHUNE DISTRICT** - Elias Motsoaledi (Groblersdal), Ephraim Mogale (Marble Hall) Greater Tubatse (Burgersfort), Makhuduthamaga Municipalities and Tompi Seleka Agric. Training College.
- d) **VHEMBE DISTRICT** – Makhado, Musina, Thulamela Municipalities, Sibasa veterinary, Madzivhandila Agric. Training College, Makhado veterinary Laboratory and Mara Research Stations.

- e) **WATERBERG DISTRICT** – Bela-bela, Lephalale, Modimolle-Mookgophong (Modimolle), Mokopane, and Thabazimbi Municipalities and Towoomba Research Station, Mokopane and Lephalale Veterinary Laboratories.
- f) **HEAD OFFICE** – All directorates and sub-directorates

25. ENQUIRIES, BRIEFING SESSION AND CLOSING DATE

- a. Enquiries in connection with this request should be directed to
Technical: Manthata ML who can be contacted at 015 294 3560 or by email at manthataML@agric.limpopo.gov.za
Administrative: Ms. Matodzi TS who can be contacted at 015 294 3351 or Ms. Mononyane NM AT 015 294 3434
- b. Completed bid documents should be delivered in sealed envelopes marked **ACDP 21/04 SUPPLY, DELIVERY AND OFFLOADING OF PROTECTIVE CLOTHING FOR LIMPOPO DEPARTMENT OF AGRICULTURE AND RURAL DEVELOPMENT** for all districts of LIMPOPO DEPARTMENT OF AGRICULTURE AND RURAL DEVELOPMENT, deposited in the Tender Box at the Packing Bay of Temo Towers Building, on or before 28 February 2022.

Briefing session date	:	09 February 2022
Venue	:	69 Biccard Street, Polokwane, Parking bay
Time	:	10h00

- c. The closing date of the bid is **28 February 2022** and the closing time is **11h00**.
NB: NO LATE SUBMISSIONS WILL BE ACCEPTED.

GENERAL CONDITIONS OF CONTRACT

July 2010 NOTES

The purpose of this document is to:

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

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

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

TABLE OF CLAUSES

1.	Definitions
2.	Application
3.	General
4.	Standards
5.	Use of contract documents and information; inspection
6.	Patent rights
7.	Performance security
8.	Inspections, tests and analysis
9.	Packing
10.	Delivery and documents
11.	Insurance
12.	Transportation
13.	Incidental services
14.	Spare parts
15.	Warranty
16.	Payment
17.	Prices
18.	Contract amendments
19.	Assignment
20.	Subcontracts
21.	Delays in the supplier's performance
22.	Penalties
23.	Termination for default
24.	Dumping and countervailing duties
25.	Force Majeure
26.	Termination for insolvency
27.	Settlement of disputes
28.	Limitation of liability
29.	Governing language
30.	Applicable law
31.	Notices
32.	Taxes and duties
33.	National Industrial Participation Programme (NIPP)
34.	Prohibition of restrictive practices

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.
- 1.13 "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**
- 7.1 Within thirty (30) days of receipt of the notification of contract award,

security

the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

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

8. Inspections, tests and analyses

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the

cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. Packing

- 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

- 10.1 Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.

- 10.2 Documents to be submitted by the supplier are specified in SCC.

11. Insurance

- 11.1 The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.

12. Transportation

- 12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.

13. Incident al services

- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties,

- provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

14. Spare parts

14.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:

- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
- (b) in the event of termination of production of the spare parts:
 - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.

15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.

15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser

may have against the supplier under the contract.

16. Payment

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

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily

available.

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

21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without 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.

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

23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the

envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

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

23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:

- (i) the name and address of the supplier and / or person restricted by the purchaser;
- (ii) the date of commencement of the restriction
- (iii) the period of restriction; and
- (iv) the reasons for the restriction.

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

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

24. Anti-dumping and countervailing duties and rights

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

**25. Force
Majeure**

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

**26. Termination
for
insolvency**

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

**27. Settlement
of Disputes**

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

**28. Limitation
of liability**

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

	(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
29. Governing language	29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
30. Applicable law	30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
31. Notices	<p>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</p> <p>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.</p>
32. Taxes and duties	<p>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.</p> <p>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.</p> <p>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.</p>
33. National Industrial Participation Programme (NIP)	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	<p>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).</p> <p>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.</p>

- 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)