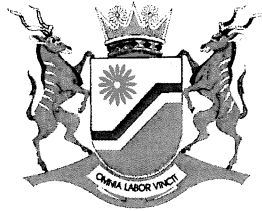


MPUMALANGA PROVINCIAL GOVERNMENT



**DEPARTMENT OF AGRICULTURE, RURAL
DEVELOPMENT, LAND AND ENVIRONMENTAL
AFFAIRS**

BID NUMBER: ALA/552/22/MP

**APPOINTMENT OF SERVICE PROVIDER FOR
SUPPLY AND DELIVERY OF EQUIPMENT,
WHICH INCLUDE TRACTOR SPARE PARTS,
SERVICE KITS AND TOOLBOXES FOR
MECHANIZATION FOR A PERIOD OF 36
MONTHS**

ISSUED BY:

Department of Agriculture, Rural development Land & Environmental Affairs
Private Bag X11219
Mbombela
1200

NAME OF BIDDER:

TOTAL BID PRICE (all inclusive) :.....
(Also in words):
.....

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DEPARTMENT OF AGRICULTURE, RURAL DEVELOPMENT, LAND AND ENVIRONMENTAL AFFAIRS					
BID NUMBER:	ALA/552/22/MP	CLOSING DATE: 18 OCTOBER 2022	CLOSING TIME:	12H00	
DESCRIPTION	APPOINTMENT OF SERVICE PROVIDER FOR SUPPLY AND DELIVERY OF EQUIPMENT WHICH INCLUDE TRACTOR SPARE PARTS, SERVICE KITS AND TOOLBOXES FOR MECHANIZATION FOR A PERIOD OF 36 MONTHS				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
MBOMBELA , Riverside Government Complex, Building No 9, Government Boulevard, Mbombela, 1200, PIET RETIEF , No. 11 Measroch Street, Piet Retief Office, KWAMHLANGA , KwaMhlanga Government Complex, Department of Finance, Building No. 12, Computer Centre EVANDER , 10 Cornell Road (previously occupied by Evander Home Affairs Offices), Evander, 2280, BUSHBUCKRIDGE , Bushbuckridge Advice Centre, Department of Finance, Protea building (old Telkom building), MIDDELBURG , Department of Public Works, Cnr. Lillian Ngoyi and Dr Beyers Naudé Streets – Old TPA Building, Upper ground floor, Office numbers A20, 21 and 25, MALELANE , 24 Air Street, Malelane, ELUKWATINI , Elukwatini Sub Regional offices, Office numbers A49 and A50 (opposite Elukwatini Community Hall) Stand number 12 Extension A, Elukwatini.					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Mr A Sibiya		CONTACT PERSON	Ms. Z masia	
TELEPHONE NUMBER			TELEPHONE NUMBER	013 766 6323	
CELL. NUMBER	066 485 5357		CELL. NUMBER		
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	asibiya1977@gmail.com		E-MAIL ADDRESS	zmasia@mpg.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					

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:

MPUMALANGA PROVINCIAL GOVERNMENT



**DEPARTMENT OF AGRICULTURE, RURAL DEVELOPMENT, LAND AND ENVIRONMENTAL AFFAIRS
(DARDLEA)
BID DOCUMENT**

BID NO: AS PER BID BULLETIN

**APPOINTMENT OF SERVICE PROVIDER FOR SUPPLY AND DELIVERY OF EQUIPMENT WHICH
INCLUDE TRACTOR SPARE PARTS, SERVICE KITS AND TOOLBOXES FOR MECHANIZATION FOR A
PERIOD OF 36 MONTHS**

NAME OF BIDDER : _____

BID AMOUNT : _____

TEL NUMBER : _____

FAX NUMBER : _____



**HEAD: AGRICULTURE, RURAL DEVELOPMENT & LAND AND ENVIRONMENTAL
AFFAIRS**

PRIVATE BAG X11219

NELSPRUIT 1200

CONTACT: DR MC DAGADA

PHONE: 013 766 6149

CLOSING DATE : AS PER BID BULLETIN

THE BID IS VALID FOR 90 DAYS

28. BILL OF QUANTITY

1. BID NOTICE AND INVITATION

APPOINTMENT OF SERVICE PROVIDER FOR SUPPLY AND DELIVERY OF EQUIPMENT WHICH INCLUDE TRACTOR SPARE PARTS, SERVICE KITS AND TOOLBOXES FOR MECHANIZATION FOR A PERIOD OF 36 MONTHS

Bidders are hereby invited for the supply and delivery of equipment which include tractor spare parts, service kits and toolboxes for mechanization in Mpumalanga province.

Bid documents will be obtainable from the following supply chain management offices, **Mbombela Riverside Government Complex, Malelane 24 Air Street, Siyabuswa Old Parliament Building, Middleburg Department of Public Works, KwaMhlanga Government Complex Department of Finance, Piet Retief no. 11 Mearsorch Street, Evander 10 Cornell Road, Elukwatini Sub-Regional Offices and Bushbuckridge Advice Centre, Department of Finance** on payment of a non-refundable levy of R100 or document can be downloaded at <http://www.etenders.gov.za>. Only bank guaranteed cheque or cash will be accepted. Cheques shall be made payable to Mpumalanga Provincial Government.

Duly completed tenders enclosed in a sealed envelope marked **“APPOINTMENT OF SERVICE PROVIDER FOR SUPPLY AND DELIVERY OF EQUIPMENT WHICH INCLUDE TRACTOR SPARE PARTS, SERVICE KITS AND TOOLBOXES FOR MECHANIZATION FOR A PERIOD OF 36 MONTHS**

” with the name of the bidder, shall be deposited in the clearly marked Bid boxes provided **at the following Supply Chain Offices: Nelspruit, Bushbuckridge, Kwa-Mhlanga, Evander, Piet Retief & Middleburg**, before **12h00** on the closing date. The tenders will be opened in public.

Duly completed Bids enclosed in a sealed envelope marked **“APPOINTMENT OF SERVICE PROVIDER FOR SUPPLY AND DELIVERY OF EQUIPMENT WHICH INCLUDE TRACTOR SPARE PARTS, SERVICE KITS AND TOOLBOXES FOR MECHANIZATION FOR A PERIOD OF 36 MONTHS**

” with the name of the Bidder, shall be deposited in the clearly marked bid boxes provided at the following Supply Chain Offices, Mbombela, Malelane, Bushbuckridge, KwaMhlanga, Middleburg, Piet Retief and Evander. The Bids will be opened in public.

Telegraphic, telephonic, telex, facsimile, e-mail and late bids WILL NOT be accepted

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

All documentation submitted in response to this bid must be in English, unless otherwise indicated under technical specification.

NB: COMPULSORY BRIEFING SESSION will be held as follows:

DATE	TIME	VENUE	LOCATION
As per bid bulletin	As per bid bulletin	Cycad Building, The Groove, Ehlanzeni District	Mbombela
As per bid bulletin	As per bid bulletin	101 Main Road Thulamahashe ,DARDLEA Offices	Bohlabela
As per bid bulletin	As per bid bulletin	Nooitgedacht Research Station	Ermelo

APPOINTMENT OF SERVICE PROVIDER FOR SUPPLY AND DELIVERY OF EQUIPMENT WHICH INCLUDE TRACTOR SPARE PARTS, SERVICE KITS AND TOOLBOXES FOR MECHANIZATION FOR A PERIOD OF 36 MONTHS IN MPUMALANGA PROVINCE

2. INTRODUCTION

The Department of Agriculture, Rural Development, Land and Environmental Affairs hereby invite prospective bidders who have the necessary skills and capacity to supply and deliver equipment which include tractor spare parts, service kits and toolboxes for mechanization services.

3. BACKGROUND

The Mpumalanga Department of Agriculture, Rural Development, Land and Environmental Affairs developed the Phezukomkhono Mlimi (PKM) Programme, which encourages rural communities to till the land. The programme is in its seventeenth (17th) year of implementation and is targeting commercial, smallholder and subsistence producers and communities who do not have the means to till the land for food production, as soaring food prices are pushing the poor households outside the food safety nets.

An increased number of households are without a source of work-related income, surviving on social grants which in many cases do not enable households to cover the costs of food and other living requirements of household. There is an urgent need for as many households and communities to grow as much of their own crops as is possible, using vegetable-growing technologies which are effective and affordable in various settings, such as rural as well as urban areas. Any food produced at home or within communities will help to improve the nutrition intake of the family/community members, and may help to free up funds which can be directed at other important family requirements, such as medicines, educational materials etc.

Tractor spare parts are an integral part of running a successful Agriculture mechanization project. A tractor should have all the necessary parts to function at its best, it is important to know what to purchase and make sure they are good quality. Good quality spare parts can be identified by their longevity and level of efficiency. Tractor spare parts are those components that keep your tractor running smoothly and efficiently. Just like any other type of vehicle, tractors need regular maintenance and repairs. Over time, parts will wear out and need to be replaced. That's where tractor spare parts come in. There are many different types of tractor spare parts, from small components like filters and

spark plugs to larger ones like engines and transmissions. When it comes time to replace a part, it's important to use good quality tractor spare parts. Here's why:

1. Good quality parts last longer. This means fewer repairs over time, which can save money.
2. Using good quality parts can help improve the tractor's performance.
3. Good quality tractor spare parts can be hard to find. If you wait until you need a part to start looking for it, you may have a difficult time finding what you need.

The benefits of using good quality tractor spare parts

1. Improved performance – When using good quality spare parts, the tractor perform better overall. This can help get more work done in a shorter amount of time.
2. Increased durability – Using high-quality parts can also extend the life of a tractor. This means it won't have to be replaced as often, saving money in the long run.
3. Better resale value – If ever it's sold, it will have a higher re-sale value if it's in good condition with good quality parts.
4. Peace of mind – Knowing that the tractor is running well and is safe to use can give peace of mind.

Overall, there are many benefits to using good quality tractor spare parts.

Problems that maybe encountered with low quality tractor spare parts

Unfortunately, not all tractor parts are created equal. There are a lot of low quality parts out there that can cause all sorts of problems. Here are a few issues that may result if good quality tractor spare parts are not used:

1. The tractor won't run as efficiently.
2. More money spent in the long run because the parts will have to be replaced more often.
3. The tractor may not be able to handle heavy loads if the parts are not up to par, and this could end up causing serious damage to a tractor if inferior parts are used.

It is very important that only high quality spare parts for the tractor are used. It may cost a bit more upfront, but it will save a lot of problems and money in the long run.

The interrelated objectives of Phezukomkhono Mlimi are as follows:

- Provision of mechanization services to communities who want to participate in Agricultural production.

- Distribution of production inputs.
- Increase farming income and expand food security to neighbouring households where production exceeds household food requirements.
- Provision of training and capacity building to participating beneficiaries
- Encourage the tilling of land for agricultural production purposes
- Massify food production in the Mpumalanga Province.
- Encourage backyard food production for household food safety net.
- Preserve and conserve agricultural land.
- Create job opportunities through agriculture production and services.

The appointed service provider(s) will supply and deliver equipment which include tractor spareparts, service kits and toolboxes for all the Departmental tractors and implements distributed in the 4 districts of Mpumalanga Province (which is Bohlabela, Ehlanzeni, Gert Sibande, and Nkangala Districts). The successful bidder(s) will be expected to offer the services for a period of 36 months covering the 2022/23, 2023/24 and 2024/25 financial years.

4. PURPOSE

The purpose of the project is to extend an invitation to reputable and suitably qualified Service providers with a good record and fair understanding of mechanization who will supply and deliver equipment which include tractor spare parts, service kits and toolboxes for a period of 36 months after appointment.

5. TERMS OF REFERENCE

It is expected that the prospective bidders should be able to deliver the following:

- Supply and deliver equipment which include tractor spare parts, service kits and toolboxes under the Phezukomkhono Mlimi Programme in all four districts of the Mpumalanga Province (namely Bohlabela, Ehlanzeni, Gert Sibande and Nkangala)
- The Service provider (s) shall be solely responsible for the supply and delivery of the goods and items only, installation or assembling will be the responsibility of the Department.

- The service provider (s) must prove that he/she is a registered agricultural spare parts dealer or have formal agreements with a registered agricultural spare parts dealer for the tractor makes that are in the position of the Department.
- All tractor spare parts, service kits and toolboxes should be sourced from top quality trustworthy brands, counterfeit items are not allowed. Only genuine tractor spare parts, service kits and toolboxes should be supplied as specified in the Bill of quantities AND as requested in the specification.
- All batteries supplied should have a warranty cover of 24 months. It is the responsibility of the service provider to repair or replace any product determined to be defective and not as a result of negligence from the Department
- All tyres supplied should contain synthetic textile threads with metallic rings reinforcement and a layer of thick rubber that covers the entire external surface of the tyre to protect against external damage
- The service provider(s) must have appropriate knowledge and understanding of government policies and procedures and also having been involved in projects of similar nature.
- The Bidder must have the financial ability to deliver the goods within two (2) weeks upon receipt of an official purchase order.
- Upon arrival, all boxes must be inspected by both the supplier AND the Department, and the Department should give notice in writing of any potential claim for apparent defects or non-compliance within a maximum of five (5) working days after delivery
- The service provider(s) is liable for all damages that happens to all items before they are delivered and received by the Department
- The service provider(s) must provide three (3) letters of referencing over the past three (3) to five (5) years of projects of similar nature completed.

6. SPECIAL CONDITION OF CONTRACT

- Provide confirmation letter to purchase from an accredited manufacture or supplier
- All products must be South African National Standards (SANS) approved
- A proof of previous experience for supply and delivery of Equipment which include tractor spare parts, service kits and toolboxes.
- The department reserves a right NOT to appoint any service provider if it deems fit that the bid is non-responsive.
- The Department reserves a right to appoint more than one service providers within the District.
- The shortlisted service providers shall be subjected to the vetting exercise.
- The Department reserves the right to invite the preferred bidder(s) for further clarity on their bids if necessary.
- The Department reserves a right to appoint service providers on the agreed negotiated rates
- No bidder will be appointed with a Non-Compliant Tax status
- Transport cost will be calculated starting from registered **Mpumalanga** company address /warehouse to point of delivery

7. EVALUATION PROCESS

1. The evaluation process comprises of the following phases:

7.1.2 Phase I: Initial Screening Process

During this phase, bid documents will be reviewed to determine compliance with the following:

- All SBD forms must be fully completed and signed
- Attendance of compulsory briefing session and signing of attendance register.
- The Bill of Quantities (BoQ) must be fully completed and signed by the bidder.
- Signed Joint Venture Agreement and Power of Attorney in case of Joint Ventures;
- Company Profile, including previous contract work done, value of the work and contactable references per contract.

All bidders must be registered on the Central Supplier Database (CSD) failure to do so will be automatically disqualified.

NB: It is the responsibility of the bidder to ensure that the following key information is in order to avoid any disqualification during the bid evaluations:

- Tax compliance status
- The Business registration status
- Bid restrictions and defaulters status
- Bank Account information
- Identification number and the service of the state status

Failure to submit or adhere to the above “Phase I” requirements will lead to automatic disqualification.

7.1.3 Phase II: Functionality evaluation as per attached Terms of Reference

- Bids will be evaluated strictly according to the bid evaluation criteria stipulated in the terms of reference
- Bidders must as part of their bid documents, submit supportive documentation for all technical requirements as indicated hereunder. The panel responsible for scoring for the respective bids will evaluate and score all bids based on their submissions and the information provided.
- Bidders will not rate themselves, but need to ensure that all information is supplied as required. The Bid Evaluation committee (BEC) will evaluate and score all responsive bids and will verify all documents submitted by the bidders.
- The BEC members will individually evaluate the responses received against the following criteria as set out below:

PREQUALIFICATION EVALUATION – FUNCTIONALITY

All bidders will be subjected to a prequalification evaluation on Functionality. Bidders not meeting 60 percent on Functionality will be excluded.

QUALITY & BID EVALUATION CRITERIA FOR PREFERENCE AND PRICE			
Criteria	EVIDENCE	Rating	Weight
Previous experience and competency in the work of similar nature and monetary value of projects completed (Copies of purchase orders or appointment letters must be	No experience	1	30
	1 successful supply and delivery contract for projects of similar nature and monetary value completed (Copies of purchase orders or appointment letters must be included and completion certificates or	2	

included and completion certificates or reference letter stating completed work must be attached)	reference letter stating completed work)		
	2 successful supply and delivery contract for projects of similar nature and monetary value completed (Copies of purchase orders or appointment letters must be included and completion certificates or reference letter stating completed work must be attached)	3	
	3 successful supply and delivery contract for projects of similar nature and monetary value completed (Copies of purchase orders or appointment letters must be included and completion certificates or reference letter stating completed work must be attached)	4	
	4 or more successful supply and delivery contracts for projects of similar nature and monetary value completed (Copies of purchase orders or appointment letters must be included and completion certificates or reference letter stating completed work must be attached)	5	

Proof of Dealership Networks	No dealership network	1	20
	Proof that service provider has formal agreements with registered Agricultural spare parts dealer.	3	
	Proof that the service provider is a registered Agricultural spare parts dealer.	5	
Local warehouse / Office within Mpumalanga province	No local warehouse	1	15
	Registered Mpumalanga company (office) address / warehouse	5	
Transportation and Logistics (Attach proof registration documents if owning and/or lease/rental arrangements)	No proof of transport availability	1	25
	Registration certificate of at least 1x 1 ton truck owned by bidder or written signed lease agreement	2	
	Registration certificate of 1x 4 ton or an equivalent ton truck owned by bidder or a written signed lease agreement	3	
	Registration certificate of 1x 6 ton or an equivalent ton truck owned by bidder or a written signed lease agreement	4	
	Registration certificate of 1x 8 ton or more ton truck owned by bidder or a written signed lease agreement	5	

Proof of financial ability (Bank Rating)	Bank rating letter from a financial institution with E rating or lower or no attachment	1	10
	Bank rating letter from a financial institution with D rating	2	
	Bank rating letter from a financial institution with C rating	3	
	Bank rating letter from a financial institution with B rating	4	
	Bank rating letter from a financial institution with A rating	5	
	TOTAL	100	

Only bidders who attain a minimum of 60 percent on Functionality will qualify to proceed for further evaluation on Price and Preference points.

- e) Each panel member will rate each individual criterion on the score sheet using the following scale:

1. Poor, 2- Average, 3 - Good, 4 - Very Good, 5 - Excellent

- f) Individual value scores will be multiplied with the specified weighting for the criterion to obtain the marks scored for all elements. These marks will be added and expressed as a fraction of the best possible score for all criteria. This score will be converted to a percentage and only bidders that have met or exceeded the minimum threshold of 60% for functionality will be evaluated and scored in terms of pricing and socio-economic goals as indicated hereunder.
- g) The value scored for each criterion will be multiplied with the specified with weighting for the relevant criterion to obtain the marks scored for each criterion. These marks will be added and expressed as a fraction of the best possible score for all criteria.
- h) This score will be converted to a percentage and only bidders that have met or exceeded the minimum threshold of 60 percent for functionality will be evaluated and scored in terms of pricing and socio economic goals as indicated hereunder.
- i) Any proposal not meeting a minimum score of 60 percent functionality proposal will be disqualified.
- j) The price will not be evaluated at this stage

7.1.4. Phase III: Price / Financial stage

- a) Price / Financial proposal must be submitted in South African Rand.

- b) The following formula will be used to calculate the points for price in respect of this bid :

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

Where

P_s = Points scored for comparative price of bid under consideration

P_t = Comparative price of bid under consideration

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

- c) The responsive bids will be adjudicated by the State on the 80/20-preference point for Broad-Based Black economic empowerment in terms of which points are awarded to bidders on the basis of:
- The bid price (maximum 80 points)
 - Broad-based black Economic Empowerment as well as specific goals (maximum 20 points)
- d) The department reserves the right to arrange contracts with more than one contractor.
- e) The Preferential Procurement Policy Framework Act 2000 (PPPFA) Preferential Procurement Regulations 2017, Regulations were gazetted on 20 January 2017 (No. 40553) and effective from 01 April 2017. These bid will be evaluated as per above mentioned regulations. Bidders are required to submit B-BBEE status level certificate issued by an authorized body or person; a sworn affidavit as prescribed by the B-BBEE Codes of Good Practice; or any other requirement prescribed in terms of the Broad-Based Black Economic Empowerment Act and in case a Joint Venture, a combined BBEE certificate for the service providers must be provided, and subcontracting, the regulations will be followed.
- f) A maximum of 20 points may be awarded to a bidder for being a Broad-Based Black Economic Empowerment and / or subcontracting with a Broad-Based Black Economic Empowerment stipulated in the Preferential Procurement regulations of 2017. For this bid the maximum number of Broad-Based Black Economic Empowerment status that could be allocated to a bidder is indicated 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

Failure to capture the required status level on the SBD 6.1 and to submit the required B-BBEE status level certificates will lead to a zero (0) status level for non-compliant service providers

- a) The points scored by a bidder in respect of the points indicated above will be added to the points scored for price.
- b) Bidders are requested to complete the various preference claim forms in order to claim preference points.
- c) Only a bidder who has completed and signed the declaration part of the preference claim form will be considered for B-BBEE status.
- d) Supply Chain Management may, before a bid is adjudicated or at any time, require a bidder to substantiate claims it has made with regard to B-BBEE status.
- e) Points scored will be rounded off to the nearest 2 decimals.
- f) In the event that two or more bids have scored equal total points, the contract will be awarded to the bidder scoring the highest number of points for B-BBEE status. Should two or more bids be equal in all respects, the award shall be decided by drawing of lots.

A contract may, on reasonable and justifiable grounds, be awarded to a bid that did not score the highest number of points. The bidder must submit copies of identity documents of all directors or shareholders of the company with the bid documents at the closing date and time of the bid.

7.1.5 Phase IV: Vetting

Shortlisted bidders will be required to undergo the vetting procedure to verify the authenticity of the submitted documents during the submission period and bidder can be eliminated if discovered that false information was submitted. The vetting process doesn't mean that the bidder will be automatically awarded the contract.

8 CLIENT BASE

Bidders are required to have specific experience and are encouraged to provide at least four recent references, in writing on the company's letterhead. The references must include the names of the relevant persons as well as their phone numbers, fax numbers, and e-mail addresses.

DARDLEA may utilize this data to obtain information during the evaluation and/or adjudication process.

9 LEGAL IMPLICATIONS

Successful service providers must be prepared to enter into a service level agreement with the DARDLEA.

DARDLEA reserves the right to award this bid on a non-exclusive basis, i.e. DARDLEA may procure similar services outside this bid with the view of securing the best service and value for money.

10 COMMUNICATION

Supply Chain Management will communicate with bidders for, among others. Where bid clarity is sought, to obtain information or to extend the validity period. Any communication either by facsimile, letter or electronic mail or any other form of correspondence to any government official, department or representative of a testing institution or a person acting in an advisory capacity for DARDLEA in respect of this bid between the closing date and the award of the bid by the bidder is prohibited.

11 COUNTER CONDITIONS

Bidders' attention is drawn to the fact that amendments to any of the Special Conditions by bidders will result in invalidation of such bids.

12 PROHIBITION OF RESTRICTIVE PRACTICES

- a. In terms of section 4(1) 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:
 - Directly or indirectly fixing a purchase or selling price or any other trading condition;
 - Dividing markets by allocation customers, suppliers, territories or specific types of goods or services; or
 - Collusive bidding.
- b) If a bidder(s) or contractor(s), in the judgment of purchaser, has/have engaged in any of the restrictive practices referred to above, the purchaser may, without prejudice to any other remedy provided for, invalidate the bid(s) for such items(s) offered or terminate the contract in whole or in part and refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Completion Act no.89 of 1998.

13 FRONTING

DARDLEA supports the spirit of broad based black economic empowerment and recognizes that real empowerment can only be achieved through individuals and businesses conducting themselves in accordance with the Constitution and in an honest, fair, equitable, transparent and legally compliant manner. Against this background DARDLEA condemns any form of fronting.

DARDLEA, in ensuring that bidders conduct themselves in an honest manner will, as part of the bid evaluation processes, conduct or initiate the necessary enquiries/investigations to determine the accuracy of the representation made in bid documents. Should any of the fronting indicators as contained in the Guidelines on Complex Structures and Transactions and Fronting, issued by the Department of Trade and Industry be established during such enquiry/investigation, the onus will be on the bidder / contractor to prove that fronting does not exist.

Failure to do so within a period of 14 days from date of notification may invalidate the bid/contract and may also result in the restriction of the bidder/contractor to conduct business with public sector for a period not exceeding ten years, in addition to any other remedies DARDLEA may have against the bidder/contractor concerned.

14 PRESENTATION

DARDLEA may require presentations/interviews from short-listed bidders as part of the bid process

15 COMPLETION PERIOD

The successful Bidder(s) will be expected to offer the services as and when required for a period of 36 months.

16 MONITORING

Bidders are to note that the Department will monitor and evaluate the project through its Agricultural Advisory Units staff. All payment claims are to be certified by the delegated official, before payment can be effected.

17 TAXES

Value Added Tax at 15% must be included in the agency fees. If a bidder is not registered with SARS for VAT purposes and is awarded a bid that is above the threshold required for registration, proof for VAT registration application must be submitted within 14 days of the

signing of the contract with the Department. **Failure to submit the above-stated shall result in the VAT not been paid to the Bidder.**

18 RIGHT OF DARDLEA 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.
- The Department shall, seek all clarifications in writing and the Bidders responses shall also be in writing. Without limiting the information 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 sub-contractors, and parties otherwise related to the Bidder or the Bidder's Proposal; and
- Require or seek out confirmation from other parties of information furnished by a Bidder.

19 ASSIGNMENT/ FRONTING

Fronting is prohibited. Any bidder found to have fronted shall automatically be disqualified. For contracts already awarded, the contract shall be cancelled and any costs borne shall be for the account of the defaulting Bidder. These costs shall include the costs of appointing another Bidder to complete the work.

20 SIGNATURE OF AUTHORITY.

Only persons duly authorized by a company shall sign the documents that are to be submitted to the Department. A letter of authorization must accompany bid documents. In terms of joint ventures, a document of establishment of the venture must accompany bid documents. Representatives of all the parties in the joint venture shall sign the establishment document.

21 ACCEPTANCE AND REJECTION

The Department may reject any bid document if it deviates from the set criteria and reserves the right to accept or reject any bid if it does not meet the necessary requirements. The department is not obliged to accept the lowest or any bid and reserves a right to appoint more than one Bidder.

22 PRICE NEGOTIATIONS

- a) Rates will be negotiated whereby a standard rate will apply to all successful bidder(s) in terms of the market related price.
- b) If the price offered by the bidder scoring the highest points is not market related, the department will negotiate a market related price with the bidder scoring the highest points or cancel the bid.
- c) If the bidder scoring the highest points does not agree to a market related price the department shall negotiate a market related price with second bidder, if the bidder scoring the second highest points does not agree to a market related price the department shall negotiate a market related price with the bidder scoring the third highest points.

If the market related price is not agreed to as envisaged by the first, second and third bidder the department shall cancel the bid.

23 TIME SCHEDULE

All bids will be valid for **90 days** after closing date. In cases where the bidder fails to sign the contract of agreement or produce the required security within the required time, be unable to undertake work given or withdraw during the appointment period, the bidder shall repay the full expenses of re-advertising and preparing of new bids. This shall not apply if the Department accepts another bidder from the list.

24 JURISDICTION

The applicable legislation of the Republic of South Africa shall apply to each contract on its acceptance as *domicilium citandiet executandi*, where any legal process may be resumed on the contractor.

Each bidder binds itself to the jurisdiction and the stipulated laws of the Republic of South Africa.

25 PAYMENTS

Payments shall be as stipulated in the Service Level Agreement entered into between the department and the successful bidder.

26

Mediation and Arbitration proceedings shall be in terms of rules laid by the Law Society of South Africa.

27

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: Contact: 066 485 4698
: Asibuyi197707@gmail.com

Administrative Enquiries : Ms Z Masia
: Contact: 013 766 6323
: zmasia@mpg.gov.za

Closing Date : as per bid bulletin

28. BILL OF QUANTITY

ITEM	DESCRIPTION	UNIT PRICE	YEAR 1	YEAR 2	YEAR 3
	1. TRACTORS				
	NEW HOLLAND 8030				
	Alternator				
	Alternator bearing				
	Alternator bushes				
	Alternator starter				
	Alternator pull				
	Alternator brushes				
	Radiator				
	Radiator drain plug				
	Radiator cap				
	Radiator horse pipe				
	Water pump				
	Diesel pump				
	Diesel injector pump				
	Solenoid injector				
	Diesel injector pump switch				
	Diaphragm pump / Fuel pump				
	Clutch plate kit				
	Pressure plate				
	Clutch plate				
	Pilot bearing				
	Master cylinder clutch inner				
	Master cylinder clutch inner				
	Trans release bearing				
	Speaker shaft (Gear box)				
	Starter				

28. BILL OF QUANTITY

	Starter brushes								
	Starter solenoid								
	Starter bearing								
	Starter bushes								
	Stabilizer links								
	Stabilizer tar rod end								
	Stabilizer wheel bearing								
	Lifter arm left & balance								
	Lifter arm right & balance								
	Top links								
	Top links pin								
	Inner air filter								
	Outer air filter								
	Diesel filter								
	Water trap diesel filter								
	Oil filter (Engine oil filter)								
	Hydraulic oil filter								
	Diesel tank								
	Water bottle								
	Manifold								
	Hydraulic pump								
	Fan belt								
	ENGINE OVERHAUL NEW HOLLAND 8030								
	Cylinder head top gasket set								
	Block set of bearings and rings								
	Block sleeve								
	Block piston								
	Push rod								
	NEW HOLLAND 6601								
	Alternator								

28. BILL OF QUANTITY

Alternator bearing						
Alternator bushes						
Alternator starter						
Alternator pull						
Alternator brushes						
Radiator						
Radiator drain plug						
Radiator cap						
Radiator horse pipe						
Water pump						
Diesel pump						
Diesel injector pump						
Solenoid injector						
Diesel injector pump switch						
Diaphragm pump / Fuel pump						
Clutch plate kit						
Pressure plate						
Clutch plate						
Pilot bearing						
Master cylinder clutch inner						
Master cylinder clutch inner						
Trans release bearing						
Speaker shaft (Gear box)						
Starter						
Starter brushes						
Starter solenoid						
Starter bearing						
Starter bushes						
Stabilizer links						
Stabilizer tar rod end						
Stabilizer wheel bearing						

28. BILL OF QUANTITY

	Lifter arm left & balance					
	Lifter arm right & balance					
	Top links					
	Top links pin					
	Inner air filter					
	Outer air filter					
	Diesel filter					
	Water trap diesel filter					
	Oil filter (Engine oil filter)					
	Hydraulic oil filter					
	Diesel tank					
	Water bottle					
	Manifold					
	Hydraulic pump					
	Fan belt					
	ENGINE OVERHAUL NEW HOLLAND 6601					
	Cylinder head top gasket set					
	Block set of bearings and rings					
	Block sleeve					
	Block piston					
	Push rod					
	LANDINI GLOBAL FARM 105					
	Alternator					
	Alternator bearing					
	Alternator bushes					

28. BILL OF QUANTITY

	Alternator starter					
	Alternator pull					
	Alternator brushes					
	Radiator					
	Radiator drain plug					
	Radiator cap					
	Radiator hose pipe					
	Water pump					
	Diesel pump					
	Diesel injector pump					
	Solenoid injector					
	Diesel injector pump switch					
	Diaphragm pump / Fuel pump					
	Clutch plate kit					
	Pressure plate					
	Clutch plate					
	Pilot bearing					
	Master cylinder clutch inner					
	Master cylinder clutch inner					
	Trans release bearing					
	Speaker shaft (Gear box)					
	Starter					
	Starter brushes					
	Starter solenoid					
	Starter bearing					
	Starter bushes					
	Stabilizer links					
	Stabilizer tar rod end					
	Stabilizer wheel bearing					
	Lifter arm left & balance					

28. BILL OF QUANTITY

	Lifter arm right & balance					
	Top links					
	Top links pin					
	Inner air filter					
	Outer air filter					
	Diesel filter					
	Water trap diesel filter					
	Oil filter (Engine oil filter)					
	Hydraulic oil filter					
	Diesel tank					
	Water bottle					
	Manifold					
	Hydraulic pump					
	Fan belt					
	ENGINE OVERHAUL LANDINI GLOBAL FARM 105					
	Cylinder head top gasket set					
	Block set of bearings and rings					
	Block sleeve					
	Block piston					
	Push rod					
	LANDINI 130					
	Alternator					
	Alternator bearing					
	Alternator bushes					
	Alternator starter					
	Alternator pull					

28. BILL OF QUANTITY

	Alternator brushes					
	Radiator					
	Radiator drain plug					
	Radiator cap					
	Radiator horse pipe					
	Water pump					
	Diesel pump					
	Diesel injector pump					
	Solenoid injector					
	Diesel injector pump switch					
	Diaphragm pump / Fuel pump					
	Clutch plate kit					
	Pressure plate					
	Clutch plate					
	Pilot bearing					
	Master cylinder clutch inner					
	Master cylinder clutch inner					
	Trans release bearing					
	Speaker shaft (Gear box)					
	Starter					
	Starter brushes					
	Starter solenoid					
	Starter bearing					
	Starter bushes					
	Stabilizer links					
	Stabilizer tar rod end					
	Stabilizer wheel bearing					

28. BILL OF QUANTITY

	Lifter arm left & balance					
	Lifter arm right & balance					
	Top links					
	Top links pin					
	Inner air filter					
	Outer air filter					
	Diesel filter					
	Water trap diesel filter					
	Oil filter (Engine oil filter)					
	Hydraulic oil filter					
	Diesel tank					
	Water bottle					
	Manifold					
	Hydraulic pump					
	Fan belt					
	ENGINE OVERHAUL LANDINI 130					
	Cylinder head top gasket set					
	Block set of bearings and rings					
	Block sleeve					
	Block piston					
	Push rod					
	LANDINI 95					
	Alternator					
	Alternator bearing					
	Alternator bushes					
	Alternator starter					
	Alternator pull					
	Alternator brushes					

28. BILL OF QUANTITY

	Radiator				
	Radiator drain plug				
	Radiator cap				
	Radiator horse pipe				
	Water pump				
	Diesel pump				
	Diesel injector pump				
	Solenoid injector				
	Diesel injector pump switch				
	Diaphragm pump / Fuel pump				
	Clutch plate kit				
	Pressure plate				
	Clutch plate				
	Pilot bearing				
	Master cylinder clutch inner				
	Master cylinder clutch inner				
	Trans release bearing				
	Speaker shaft (Gear box)				
	Starter				
	Starter brushes				
	Starter solenoid				
	Starter bearing				
	Starter bushes				
	Stabilizer links				
	Stabilizer tar rod end				
	Stabilizer wheel bearing				
	Lifter arm left & balance				
	Lifter arm right & balance				
	Top links				
	Top links pin				

28. BILL OF QUANTITY

	Inner air filter					
	Outer air filter					
	Diesel filter					
	Water trap diesel filter					
	Oil filter (Engine oil filter)					
	Hydraulic oil filter					
	Diesel tank					
	Water bottle					
	Manifold					
	Hydraulic pump					
	Fan belt					
	ENGINE OVERHAUL LANDINI 95					
	Cylinder head top gasket set					
	Block set of bearings and rings					
	Block sleeve					
	Block piston					
	Push rod					
	LANDINI LAND POWER 125					
	Alternator					
	Alternator bearing					
	Alternator bushes					
	Alternator starter					
	Alternator pull					
	Alternator brushes					
	Radiator					
	Radiator drain plug					
	Radiator cap					

28. BILL OF QUANTITY

	Radiator horse pipe				
	Water pump				
	Diesel pump				
	Diesel injector pump				
	Solenoid injector				
	Diesel injector pump switch				
	Diaphragm pump / Fuel pump				
	Clutch plate kit				
	Pressure plate				
	Clutch plate				
	Pilot bearing				
	Master cylinder clutch inner				
	Master cylinder clutch inner				
	Trans release bearing				
	Speaker shaft (Gear box)				
	Starter				
	Starter brushes				
	Starter solenoid				
	Starter bearing				
	Starter bushes				
	Stabilizer links				
	Stabilizer tar rod end				
	Stabilizer wheel bearing				
	Lifter arm left & balance				
	Lifter arm right & balance				
	Top links				
	Top links pin				
	Inner air filter				
	Outer air filter				
	Diesel filter				

28. BILL OF QUANTITY

	Water trap diesel filter					
	Oil filter (Engine oil filter)					
	Hydraulic oil filter					
	Diesel tank					
	Water bottle					
	Manifold					
	Hydraulic pump					
	Fan belt					
	ENGINE OVERHAUL LANDINI LAND POWER 125					
	Cylinder head top gasket set					
	Block set of bearings and rings					
	Block sleeve					
	Block piston					
	Push rod					
	LANDINI LAND POWER 165					
	Alternator					
	Alternator bearing					
	Alternator bushes					
	Alternator starter					
	Alternator pull					
	Alternator brushes					
	Radiator					
	Radiator drain plug					
	Radiator cap					
	Radiator horse pipe					
	Water pump					

28. BILL OF QUANTITY

	Diesel pump					
	Diesel injector pump					
	Solenoid injector					
	Diesel injector pump switch					
	Diaphragm pump / Fuel pump					
	Clutch plate kit					
	Pressure plate					
	Clutch plate					
	Pilot bearing					
	Master cylinder clutch inner					
	Master cylinder clutch inner					
	Trans release bearing					
	Speaker shaft (Gear box)					
	Starter					
	Starter brushes					
	Starter solenoid					
	Starter bearing					
	Starter bushes					
	Stabilizer links					
	Stabilizer tar rod end					
	Stabilizer wheel bearing					
	Lifter arm left & balance					
	Lifter arm right & balance					
	Top links					
	Top links pin					
	Inner air filter					
	Outer air filter					
	Diesel filter					
	Water trap diesel filter					
	Oil filter (Engine oil filter)					

28. BILL OF QUANTITY

	Hydraulic oil filter					
	Diesel tank					
	Water bottle					
	Manifold					
	Hydraulic pump					
	Fan belt					
	ENGINE OVERHAUL LANDINI LAND POWER 165					
	Cylinder head top gasket set					
	Block set of bearings and rings					
	Block sleeve					
	Block piston					
	Push rod					
	MASSEY FERGUSON 455					
	Alternator					
	Alternator bearing					
	Alternator bushes					
	Alternator starter					
	Alternator pull					
	Alternator brushes					
	Radiator					
	Radiator drain plug					
	Radiator cap					
	Radiator horse pipe					
	Water pump					
	Diesel pump					
	Diesel injector pump					

28. BILL OF QUANTITY

	Solenoid injector						
	Diesel injector pump switch						
	Diaphragm pump / Fuel pump						
	Clutch plate kit						
	Pressure plate						
	Clutch plate						
	Pilot bearing						
	Master cylinder clutch inner						
	Master cylinder clutch inner						
	Trans release bearing						
	Speaker shaft (Gear box)						
	Starter						
	Starter brushes						
	Starter solenoid						
	Starter bearing						
	Starter bushes						
	Stabilizer links						
	Stabilizer tar rod end						
	Stabilizer wheel bearing						
	Lifter arm left & balance						
	Lifter arm right & balance						
	Top links						
	Top links pin						
	Inner air filter						
	Outer air filter						
	Diesel filter						
	Water trap diesel filter						
	Oil filter (Engine oil filter)						
	Hydraulic oil filter						
	Diesel tank						

28. BILL OF QUANTITY

	Water bottle					
	Manifold					
	Hydraulic pump					
	Fan belt					
	ENGINE OVERHAUL MASSEY FERGUSSON 455					
	Cylinder head top gasket set					
	Block set of bearings and rings					
	Block sleeve					
	Block piston					
	Push rod					
	MASSEY FERGUSSON 7614					
	Alternator					
	Alternator bearing					
	Alternator bushes					
	Alternator starter					
	Alternator pull					
	Alternator brushes					
	Radiator					
	Radiator drain plug					
	Radiator cap					
	Radiator horse pipe					
	Water pump					
	Diesel pump					
	Diesel injector pump					
	Solenoid injector					
	Diesel injector pump switch					

28. BILL OF QUANTITY

	Diaphragm pump / Fuel pump				
	Clutch plate kit				
	Pressure plate				
	Clutch plate				
	Pilot bearing				
	Master cylinder clutch inner				
	Master cylinder clutch inner				
	Trans release bearing				
	Speaker shaft (Gear box)				
	Starter				
	Starter brushes				
	Starter solenoid				
	Starter bearing				
	Starter bushes				
	Stabilizer links				
	Stabilizer tar rod end				
	Stabilizer wheel bearing				
	Lifter arm left & balance				
	Lifter arm right & balance				
	Top links				
	Top links pin				
	Inner air filter				
	Outer air filter				
	Diesel filter				
	Water trap diesel filter				
	Oil filter (Engine oil filter)				
	Hydraulic oil filter				
	Diesel tank				
	Water bottle				
	Manifold				

28. BILL OF QUANTITY

	Hydraulic pump					
	Fan belt					
	ENGINE OVERHAUL MASSEY FERGUSON 7614					
	Cylinder head top gasket set					
	Block set of bearings and rings					
	Block sleeve					
	Block piston					
	Push rod					
	MASSEY FERGUSON 399					
	Alternator					
	Alternator bearing					
	Alternator bushes					
	Alternator starter					
	Alternator pull					
	Alternator brushes					
	Radiator					
	Radiator drain plug					
	Radiator cap					
	Radiator horse pipe					
	Water pump					
	Diesel pump					
	Diesel injector pump					
	Solenoid injector					
	Diesel injector pump switch					
	Diaphragm pump / Fuel pump					

28. BILL OF QUANTITY

	Clutch plate kit					
	Pressure plate					
	Clutch plate					
	Pilot bearing					
	Master cylinder clutch inner					
	Master cylinder clutch inner					
	Trans release bearing					
	Speaker shaft (Gear box)					
	Starter					
	Starter brushes					
	Starter solenoid					
	Starter bearing					
	Starter bushes					
	Stabilizer links					
	Stabilizer tar rod end					
	Stabilizer wheel bearing					
	Lifter arm left & balance					
	Lifter arm right & balance					
	Top links					
	Top links pin					
	Inner air filter					
	Outer air filter					
	Diesel filter					
	Water trap diesel filter					
	Oil filter (Engine oil filter)					
	Hydraulic oil filter					
	Diesel tank					
	Water bottle					
	Manifold					
	Hydraulic pump					
	Fan belt					

28. BILL OF QUANTITY

**ENGINE OVERHAUL
MASSEY FERGUSON
399**

	Cylinder head top gasket set				
	Block set of bearings and rings				
	Block sleeve				
	Block piston				
	Push rod				
	MASSEY FERGUSON 460				
	Alternator				
	Alternator bearing				
	Alternator bushes				
	Alternator starter				
	Alternator pull				
	Alternator brushes				
	Radiator				
	Radiator drain plug				
	Radiator cap				
	Radiator horse pipe				
	Water pump				
	Diesel pump				
	Diesel injector pump				
	Solenoid injector				
	Diesel injector pump switch				
	Diaphragm pump / Fuel pump				
	Clutch plate kit				
	Pressure plate				

28. BILL OF QUANTITY

	Clutch plate					
	Pilot bearing					
	Master cylinder clutch inner					
	Master cylinder clutch inner					
	Trans release bearing					
	Speaker shaft (Gear box)					
	Starter					
	Starter brushes					
	Starter solenoid					
	Starter bearing					
	Starter bushes					
	Stabilizer links					
	Stabilizer tar rod end					
	Stabilizer wheel bearing					
	Lifter arm left & balance					
	Lifter arm right & balance					
	Top links					
	Top links pin					
	Inner air filter					
	Outer air filter					
	Diesel filter					
	Water trap diesel filter					
	Oil filter (Engine oil filter)					
	Hydraulic oil filter					
	Diesel tank					
	Water bottle					
	Manifold					
	Hydraulic pump					
	Fan belt					

28. BILL OF QUANTITY

	ENGINE OVERHAUL MASSEY FERGUSSON 460					
	Cylinder head top gasket set					
	Block set of bearings and rings					
	Block sleeve					
	Block piston					
	Push rod					
	MASSEY FERGUSSON 475					
	Alternator					
	Alternator bearing					
	Alternator bushes					
	Alternator starter					
	Alternator pull					
	Alternator brushes					
	Radiator					
	Radiator drain plug					
	Radiator cap					
	Radiator horse pipe					
	Water pump					
	Diesel pump					
	Diesel injector pump					
	Solenoid injector					
	Diesel injector pump switch					
	Diaphragm pump / Fuel pump					
	Clutch plate kit					
	Pressure plate					

28. BILL OF QUANTITY

	Clutch plate					
	Pilot bearing					
	Master cylinder clutch inner					
	Master cylinder clutch inner					
	Trans release bearing					
	Speaker shaft (Gear box)					
	Starter					
	Starter brushes					
	Starter solenoid					
	Starter bearing					
	Starter bushes					
	Stabilizer links					
	Stabilizer tar rod end					
	Stabilizer wheel bearing					
	Lifter arm left & balance					
	Lifter arm right & balance					
	Top links					
	Top links pin					
	Inner air filter					
	Outer air filter					
	Diesel filter					
	Water trap diesel filter					
	Oil filter (Engine oil filter)					
	Hydraulic oil filter					
	Diesel tank					
	Water bottle					
	Manifold					
	Hydraulic pump					
	Fan belt					

28. BILL OF QUANTITY

	ENGINE OVERHAUL MASSEY FERGUSSON 475					
	Cylinder head top gasket set					
	Block set of bearings and rings					
	Block sleeve					
	Block piston					
	Push rod					
	CASE JX 95					
	Alternator					
	Alternator bearing					
	Alternator bushes					
	Alternator starter					
	Alternator pull					
	Alternator brushes					
	Radiator					
	Radiator drain plug					
	Radiator cap					
	Radiator horse pipe					
	Water pump					
	Diesel pump					
	Diesel injector pump					
	Solenoid injector					
	Diesel injector pump switch					
	Diaphragm pump / Fuel pump					
	Clutch plate kit					
	Pressure plate					
	Clutch plate					

28. BILL OF QUANTITY

	Pilot bearing				
	Master cylinder clutch inner				
	Master cylinder clutch inner				
	Trans release bearing				
	Speaker shaft (Gear box)				
	Starter				
	Starter brushes				
	Starter solenoid				
	Starter bearing				
	Starter bushes				
	Stabilizer links				
	Stabilizer tar rod end				
	Stabilizer wheel bearing				
	Lifter arm left & balance				
	Lifter arm right & balance				
	Top links				
	Top links pin				
	Inner air filter				
	Outer air filter				
	Diesel filter				
	Water trap diesel filter				
	Oil filter (Engine oil filter)				
	Hydraulic oil filter				
	Diesel tank				
	Water bottle				
	Manifold				
	Hydraulic pump				
	Fan belt				
	ENGINE OVERHAUL CASE JX 95				

28. BILL OF QUANTITY

	Cylinder head top gasket set				
	Block set of bearings and rings				
	Block sleeve				
	Block piston				
	Push rod				
2. TRACTOR TYRES					
	Tyre 14.9-24				
	Tyre 16.9-34				
	Tyre 11.2-24				
	Tyre 14.9-28				
	Tyre 18.4-34				
	Tyre 18.4-38				
	Tyre 18.4-30				
	Tyre 16.9-30				
	Tyre 7.D50 X16				
	Tyre 11L-15				
	Tube 14.9-24				
	Tube 16.9-34				
	Tube 11.2-24				
	Tube 14.9-28				
	Tube 18.4-34				
	Tube 18.4-38				
	Tube 18.4-30				
	Tube 16.9-30				
	Tube 7.d50 X16				
	Tube 11L-15				
	Tractor battery 650				
	Tractor battery 674				

28. BILL OF QUANTITY

	Tractor battery 679					
3. TRACTOR CONSUMABLES						
	Transmission oil 1L					
	Transmission oil 5L					
	Transmission oil 20L					
	Transmission oil 210L					
	Engine oil 1L					
	Engine oil 5L					
	Engine oil 20L					
	Engine oil 210L					
	Hydraulic oil 1L					
	Hydraulic oil 5L					
	Hydraulic oil 20L					
	Hydraulic oil 210L					
	Anti freeze 1L					
	Anti freeze 5L					
	Anti freeze 20L					
	Heavy-duty Wheels					
	Spanner					
	Hydraulic bottle Jack					
	Grease 1L					
	Grease 5L					
	Grease pump 5L					
	Gasket makers (red / grey) 50 ml					
	Gasket makers (red / grey) 500 ml					
	Silicon hand gun					
	Victor reinz silicone 50 ml					
	Victor reinz silicone 500 ml					

28. BILL OF QUANTITY

	Brake fluid (Dot 4) 1L				
	Brake fluid (Dot 4) 5L				
	Brake fluid (Dot 4) 20L				
	Brake fluid (heavy duty) 1L				
	Brake fluid (heavy duty) 5L				
	Brake fluid (heavy duty) 20L				
	Liquid hand soap 1L				
	Liquid hand soap 5L				
	Liquid hand soap 20L				
4. TRACTOR IMPLEMENTS	SANTA ISABEL 3 & 4 DISC PLOUGH				
	Disc				
	Big bearing (30212				
	Cup (30212)				
	Small bearing				
	Cup (32208)				
	Hub				
	Nut & washer				
	Bolt bwm scull 50x19mm, 70x5mm				
	Bolt sfc 8,8mm				
	Cbc 4.8 mm				
	Mushroom (801c) (P12757)				
	BPI IMPLEMENTS 3 & 4 DICS PLOUGH				
	Disc				
	Small bearing				
	Big bearing				
	Big seal cover				
	Small seal cover				
	Bolt and nuts				

28. BILL OF QUANTITY

	BPI MOULDBOARD PLOUGH (3,4 , 6 Shears)				
	Skull bolt				
	Mouldboard shear				
	Shear pointer				
	Mouldboard shear shoe				
	OVERLACK (3,4 Shears)				
	Scull bolt				
	Mouldboard shear				
	Shear pointer				
	Mouldboard shear shoe				
	KALVENER (3,4 Shears)				
	Skull bolt				
	Mould bold shear				
	Shear pointors				
	Mould bold shear shoes				
	SOUTH HARROW (DISC HYDRAULIC 18,20,24)				
	Hydraulic jag				
	Hydraulic pipe				
	Disc (Zig zag)				
	Disc (plain)				
	Bearing				
	Disc scrapper				
	BALDEN (HYDRAULIC DISC OR HARROW 18,20,24)				
	Hydraulic jag				
	Hydraulic pipe				
	Disc (Zig zag)				

28. BILL OF QUANTITY

	Disc (plain)				
	Bearing				
	Disc scrapper				
	SANTA ISABELA (HYDRAULIC DISC OR HARROW 18,20,24)				
	Hydraulic jag				
	Hydraulic pipe				
	Disc (Zig zag)				
	Disc (plain)				
	Bearing				
	Disc scrapper				
	BPI (HYDRAULIC DISC OR HARROW 18,20,24)				
	Hydraulic jag				
	Hydraulic pipe				
	Disc (Zig zag)				
	Disc (plain)				
	Bearing				
	Disc scrapper				
	KALVENER RIPPER (5,7,9,13 tooth)				
	Scales (left)				
	Scale (right)				
	Scales Pointer				
	Bolt & Nuts				
	Scales protector				
	ROVIC RIPPER (5,7,9 tooth)				
	Scale				
	Bolt & Nuts				

28. BILL OF QUANTITY

	RIDGER (BPI)					
	Bearing TRF 211					
	Disc					
	MASSEY FERGUSSON 555 PLANTER (4,6 ROW)					
	Cutting disc bearing					
	Fertilizer horse pipe					
	Vacuum pump					
	Hydraulic pump					
	Maize seed plate (flat)					
	Maize seed plate (round)					
	Soya beans seed plate					
5. TOOLBOXES						
	Diesel mechanic 1/2 and 3/4 77 pc					
	King tool box set 103 pc					
	5 tray metal box - 85 pieces					
	Tool cart – 200 pc					

28. BILL OF QUANTITY

6. TRANSPORTATION	DESCRIPTION	(AA) RATE	YEAR 1	YEAR 2	YEAR 3
	Bakkie - 1 ton	R/KM			
	Truck - 4 ton	R/KM			
	Truck - 6 ton	R/KM			
	Truck - 8 ton	R/KM			
TOTAL PRICE YEAR 1					
VAT @ 15%					
TOTAL PRICE YEAR 1 VAT INCLUSIVE					
PRICE ESCALATION FOR YEAR 2 IN PERCENTAGE (%)					
VAT @ 15%					
TOTAL PRICE YEAR 2 VAT INCLUSIVE					
PRICE ESCALATION FOR YEAR 3 IN PERCENTAGE (%)					
VAT @ 15%					
TOTAL PRICE YEAR 3 VAT INCLUSIVE					
GRAND TOTAL VAT INCLUSIVE (Yr.1 + Yr.2 + Yr.3)					

DATE: _____

BIDDER'S SIGNATURE: _____

**Application for a Tax Clearance Certificate****Purpose**Select the applicable option Tenders ☐ Good standing ☐

If "Good standing", please state the purpose of this application

Particulars of applicant

Name/Legal name (Initials & Surname or registered name)											
Trading name (if applicable)											
ID/Passport no					Company/Close Corp. registered no						
Income Tax ref no					PAYE ref no	7					
VAT registration no	4				SDL ref no	L					
Customs code					UIF ref no	U					
Telephone no					Fax no						
E-mail address											
Physical address											
Postal address											

Particulars of representative (Public Officer/Trustee/Partner)

Surname											
First names											
ID/Passport no					Income Tax ref no						
Telephone no					Fax no						
E-mail address											
Physical address											

Particulars of tender (If applicable)Tender number Estimated Tender amount R , Expected duration of the tender year(s)**Particulars of the 3 largest contracts previously awarded**

Date started	Date finalised	Principal	Contact person	Telephone number	Amount
--------------	----------------	-----------	----------------	------------------	--------

Audit

Are you currently aware of any Audit investigation against you/the company? YES NO
 If "YES" provide details

Appointment of representative/agent (Power of Attorney)I the undersigned confirm that I require a Tax Clearance Certificate in respect of Tenders or Goodstanding.

I hereby authorise and instruct to apply to and receive from
 SARS the applicable Tax Clearance Certificate on my/our behalf.

Signature of representative/agent

Date

Name of representative/agent

Declaration

I declare that the information furnished in this application as well as any supporting documents is true and correct in every respect.

Signature of applicant/Public Officer

Date

Name of applicant/
Public Officer**Notes:**

- It is a serious offence to make a false declaration.
- Section 75 of the Income Tax Act, 1962, states: Any person who
 - fails or neglects to furnish, file or submit any return or document as and when required by or under this Act; or
 - without just cause shown by him, refuses or neglects to-
 - furnish, produce or make available any information, documents or things;
 - reply to or answer truly and fully, any questions put to him ...

As and when required in terms of this Act ... shall be guilty of an offence ...
- SARS will, under no circumstances, issue a Tax Clearance Certificate unless this form is completed in full.**
- Your Tax Clearance Certificate will only be issued on presentation of your South African Identity Document or Passport (Foreigners only) as applicable.

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

Where a person/s are listed in the Register for Tender Defaulters and / or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise, employed by the state? **YES/NO**

2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

Full Name	Identity Number	Name of State Institution

2.2 Do you, or any person connected with the bidder, have a relationship

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

with any person who is employed by the procuring institution? YES/NO

2.2.1 If so, furnish particulars:

.....
 ...

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

2.3.1 If so, furnish particulars:

.....

3 DECLARATION

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

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

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

SBD4

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

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

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
.....

Signature

Date

.....

.....

...
Position

Name of bidder

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

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

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

1. GENERAL CONDITIONS

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

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

1.2

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

1.3 Points for this bid shall be awarded for:

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

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

	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 certificate issued by an authorized body or person;
 - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. POINTS AWARDED FOR PRICE

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:

80/20

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

P_s = Points scored for price of bid under consideration

Pt = Price of bid under consideration

P_{min} = Price of lowest acceptable bid

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

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

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

5. BID DECLARATION

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

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

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

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

7. SUB-CONTRACTING

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

(***Tick applicable box***)

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

- 7.1.1 If yes, indicate:

i) What percentage of the contract will be subcontracted.....%

ii) The name of the sub-contractor.....

iii) The B-BBEE status level of the sub-contractor.....

iv) Whether the sub-contractor is an EME or QSE

(***Tick applicable box***)

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

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

Designated Group: An EME or QSE which is at least 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 FOR DESIGNATED SECTORS

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, 2017, the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

1. General Conditions

- 1.1. Preferential Procurement Regulations, 2017 (Regulation 8) make provision for the promotion of local production and content.
- 1.2. Regulation 8.(2) prescribes that in the case of designated sectors, organs of state must advertise such tenders with the specific bidding condition that only locally produced or manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for tenders referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

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

Where

x is the imported content in Rand

y is the bid price in Rand 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 of advertisement of the bid as indicated in paragraph 4.1 below.

The SABS approved technical specification number SATS 1286:2011 is accessible on [http://www.thedti.gov.za/industrial development/ip.jsp](http://www.thedti.gov.za/industrial%20development/ip.jsp) at no cost.

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

2. The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:

<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>
_____	_____ %
_____	_____ %
_____	_____ %

3. Does any portion of the goods or services offered have any imported content?

(Tick applicable box)

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

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

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

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

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

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

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):

.....

NB

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

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:
 - (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
- (c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

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

If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above. The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E.

- (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 1286:2011.
- (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 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 14 of the Preferential Procurement Regulations, 2017 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5

of 2000).

SIGNATURE: _____

DATE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____

THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

July 2010

GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

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

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

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

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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 security

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

8. Inspections, tests and analyses

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

analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies 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. Incidental services

- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

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

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

14. Spare parts

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

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

15. Warranty

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

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

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

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

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take

such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

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

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

- 20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts 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)