



LIMPOPO
PROVINCIAL GOVERNMENT
REPUBLIC OF SOUTH AFRICA

**DEPARTMENT OF
AGRICULTURE AND RURAL DEVELOPMENT**

TENDER NO: ACDP 23/09

**SUPPLY, DELIVERY, OFFLOADING AND PACKING OF FERTILIZERS FOR LIMPOPO
DEPARTMENT OF AGRICULTURE AND RURAL DEVELOPMENT (LDARD) FOR
PERIOD OF THREE (3) YEARS.**

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

PREPARED BY:



LIMPOPO
PROVINCIAL GOVERNMENT
REPUBLIC OF SOUTH AFRICA

**DEPARTMENT OF
AGRICULTURE AND RURAL DEVELOPMENT**

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

**CLOSING DATE : 28/08/2023
Time : 11h00**

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	ACDP 23/09	CLOSING DATE: 28 AUGUST 2023		CLOSING TIME:	11H00
DESCRIPTION	SUPPLY, DELIVERY, OFFLOADING AND PACKING OF FERTILIZERS FOR LIMPOPO DEPARTMENT OF AGRICULTURE AND RURAL DEVELOPMENT FOR PERIOD OF THREE (3) YEARS				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
67/69 BICCARD STREET					
DEPARTMENT OF AGRICULTURE AND RURAL DEVELOPMENT					
LIMPOPO					
0699					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	MATODZI TS		CONTACT PERSON	MAMANYUHA L	
TELEPHONE NUMBER	015 294 3351		TELEPHONE NUMBER	060 978 2249	
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	matodzis@agric.limpopo.gov.za		E-MAIL ADDRESS	mamanyuhal@agric.limpopo.gov.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?		☐ Yes ☐ No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				☐ YES ☐ NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				☐ YES ☐ NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				☐ YES ☐ NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				☐ YES ☐ NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				☐ YES ☐ NO	
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:	
1.1.	BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2.	ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
1.3.	THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4.	THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).
2. TAX COMPLIANCE REQUIREMENTS	
2.1	BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2	BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3	APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
2.4	BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5	IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6	WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7	NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER:

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

DATE:

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

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

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

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

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

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

 - Brand and model
 -
 - Country of origin

 - Does the offer comply with the specification(s)? *YES/NO
 - If not to specification, indicate deviation(s)
 - Period required for delivery
 - Delivery: *Firm/not firm

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

*Delete if not applicable

PRICE ADJUSTMENTS

A NON-FIRM PRICES SUBJECT TO ESCALATION

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

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

Where:

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

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

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

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

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

B PRICES SUBJECT TO RATE OF EXCHANGE VARIATIONS

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

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

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

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

.....
Signature of Bidder

.....
Date

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 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:

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.

- 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.
- 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

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.

SBD 6.1

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

This preference form must form part of all tenders invited. It contains general information and serves as a claim form for preference points for specific goals.

NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to invitations to tender:

- 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 To be completed by the organ of state

(delete whichever is not applicable for this tender).

- a) The applicable preference point system for this tender is the **90/10** preference point system.
- b) The applicable preference point system for this tender is the **80/20** preference point system.
- c) Either the **90/10 or 80/20 preference point system** will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

- (a) Price; and
- (b) Specific Goals.

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	
SPECIFIC GOALS	
Total points for Price and SPECIFIC GOALS	100

- 1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

3.2. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

3.2.1. POINTS AWARDED FOR PRICE

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

$$\begin{array}{ccc}
 \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\
 \\
 \mathbf{Ps} = \mathbf{80} \left(\mathbf{1} + \frac{\mathbf{Pt - Pmax}}{\mathbf{Pmax}} \right) & \mathbf{or} & \mathbf{Ps} = \mathbf{90} \left(\mathbf{1} + \frac{\mathbf{Pt - Pmax}}{\mathbf{Pmax}} \right)
 \end{array}$$

Where

- Ps = Points scored for price of tender under consideration
Pt = Price of tender under consideration
Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
 - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

Table 1: Specific goals for the tender and points claimed are indicated per the table below.

(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.

Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Black People ownership > 51%		5		
Women Ownership > 51%		4		
Persons with Disability Ownership >51%		5		
Youth Ownership >51%		2		
Locality (Limpopo)		4		

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name _____ of
company/firm.....

4.4. Company _____ registration _____ number:
.....

4.5. TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One-person business/sole propriety
- ☐ Close corporation
- ☐ Public Company
- ☐ Personal Liability Company
- ☐ (Pty) Limited
- ☐ Non-Profit Company
- ☐ State Owned Company

[TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I 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 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering 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 tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted 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, if deemed necessary.

	 SIGNATURE(S) OF TENDERER(S)
SURNAME AND NAME:	
DATE:	
ADDRESS:	
	
	
	



LIMPOPO
PROVINCIAL GOVERNMENT
REPUBLIC OF SOUTH AFRICA

DEPARTMENT OF AGRICULTURE AND RURAL DEVELOPMENT

TERMS OF REFERENCE

FOR

**SUPPLY, DELIVERY, OFF-LOADING AND PACKING OF FERTILIZERS FOR
LIMPOPO DEPARTMENT OF AGRICULTURE AND RURAL
DEVELOPMENT (LDARD) FOR A PERIOD OF THREE (3) YEARS.**

1. PURPOSE

To appoint suitable service providers who can supply, deliver, offloading and packing of fertilizers for Limpopo Department of Agriculture and Rural Development (LDARD) for a period of three (3) years.

2. BACKGROUND

2.1The Limpopo Department of Agriculture and Rural Development (LDARD) is responsible for the procurement of production inputs for farmers in the province. One of the different types of production inputs required by farmers have been identified as fertilizers, which constitute the major cost driver in crop production.

2.2The global price trends for fertilizers have significantly gone up due to among other things the international price of crude oil that led to increases in food costs, other inputs materials and farm machinery. The increase in production costs limits the affordability level of farmers and further contributes significantly towards reduced productivity and in many instances, emerging farmers are pushed out of business.

2.3The Department is committed to ensure that there is household food security and agricultural production to ensure provincial food security. The practical initiatives to deal with food and nutrition security in the province include household/backyard food production. Where prioritised, poor, and vulnerable households are supported to produce their own food for subsistence. In some cases, micro enterprise projects such as production of vegetables and field crops are supported to deal with food insecurity and income generation. The support is targeted mainly to the poorest households in the province which are mainly women headed, child headed, and people with disability headed households. This is achieved by the procurement of relevant production inputs (such as seeds, seedlings, compost, fertilizers, breeding stock and livestock feed). This statement is underwritten as one of the key result areas in the departmental's annual performance plan under Ilima/Letsema program. It is within this context that the Department will be supplying farmers with fertilizers.

2.4The Limpopo Province is endowed with abundant agricultural resources, and it is one of the country's prime agricultural regions remarkable to produce fruits and vegetables. The province has three distinct climatic regions that permits the production of wider variety of agricultural commodities ranging from tropical fruits to cereals and vegetables, wherein the horticultural crops dominate the sector.

2.5The province is comprised of five District Municipalities, namely Vhembe, Mopani, Capricorn, Sekhukhune, and Waterberg. In the north-eastern side lies Vhembe and Mopani Districts which are dominated by horticultural crops whilst Waterberg and

Sekhukhune appear to be on the south-western part of Limpopo and are dominated by field crops.

2.6 One of the key aspects in successful crop production is the access and availability of production inputs, such as fertilizers. Smallholder agriculture is the hardest hit by increased input costs and therefore some mechanisms are required to offset the negative impacts of higher production costs thereby enhancing community-based farming and local food production. Therefore, through the conditional grant, Limpopo Department of Agriculture and Rural Development (LDARD) in collaboration with the Department of Agriculture, Land Reform and Rural Development have committed to support crop farmers by providing fertilizers.

2.7 Resulting from the expiry of the current contract which expires in November 2023, LDARD undertakes to contract entities to supply, deliver, and offload fertilizers to support deserving farmers and projects.

3. SCOPE OF WORK

3.1 Bidders are requested to supply, deliver, and offload fertilizers in specified projects and farmers within the Limpopo Province. Kindly note that these crop production projects are in all the five Districts of the Province and deliveries will be requested to be within that circumference. The fertilizers required are highlighted under **Annexure A**. Deliveries of the fertilizers will accordingly be delivered at the beneficiary's projects or warehouses located in each of the district offices of the LDARD.

4. DELIVERY AND PACKAGING

4.1 Basis of delivery: Delivery of fertilizers shall be made as directed by the Department and packaging will be as per the fertilizer specification units **i.e., Kg, L, Tons and dm³ for all items.**

4.2 All deliveries must take place from Monday to Friday between 07H30 and 16H30.

4.3 In emergency cases, the LDARD reserves the right to request the successful bidder/s to effect deliveries at any given time including Saturdays, Sundays, and public holidays.

4.4 The delivery performance of a contractor will be closely monitored, and any subsequent orders will only be issued to the contractor that has performed well with their delivery.

4.5 Random inspection and sampling of items will be conducted upon delivery to verify quantity/quality and compare the item against the contract specification and any other accredited quality.

4.6 It is the contractor's responsibility to offload and sort the Fertilizer in a manner according to the Departments requirements.

4.7 Every order shall be accompanied by a delivery note.

4.8 The following information must appear on the outer packaging of fertilizer:

- Name of the manufacturer/supplier
- Description of item
- Lot Number and Expiry date
- Unit of measure

4.9 All packaging and labelling must comply with the requirements of the **Act (Act 36 of 1947** which indicate that “No importer, fertilizer product manufacturer, or other manufacturing facility shall - package, label or advertise any raw material or fertilizer product this Act applies in a way that is false, misleading or likely to create an erroneous impression regarding its character, quantity, composition, or safety”.

4.10 It is the responsibility of the Service Provider to get people to offload the fertilizers at the respective Location or warehouses.

5. DELIVERY CONDITIONS

5.1 Delivery of products must be made in accordance with the instructions appearing on the official purchase order.

5.2 All deliveries or dispatches must be accompanied by a delivery note stating the official purchase order number against the delivery that has been affected.

5.3 In respect of items awarded to them, contractors must adhere strictly to the delivery periods stipulated by them in their bid document.

5.4 The instructions appearing on the official purchase order form regarding the supply, dispatch and submission of invoices must be strictly adhered to.

5.5 All invoices submitted must be original.

5.6 Deliveries not complying with the official purchase order form will be returned to the contractor at the contractor's expense.

6. CERTIFICATE OF COMPLIANCE

6.1 Fertilizers must be registered in terms of Fertilizers, Farm Feeds, Agricultural Remedies and Stock Remedies Act, 1947 (Act No. 36 of 1947) (As Amended) and all further regulations issued in terms of the said Act.

6.2 Bidders must **submit a valid certificate/s of registration issued by the Department of Agriculture, Land Reform and Rural Development (DALRRD) for every product offered with the bid.**

7. CONFIRMATION OF SUPPLY FROM MANUFACTURER/BLENDER

7.1 In the event of the tenderer not being the actual manufacturer/blender of the fertilizer and will be sourcing the product(s) from a manufacturer/blender, the tenderer must submit the bid together with a letter from that manufacturer confirming firm supply arrangement(s) including lead times and all certificates as stipulated in Section 6 of the ToR.

7.2 The tenderer must ensure that the manufacturer/blender referred to above also complies with both the criteria stipulated in 6 above and supporting document must be submitted by the tenderer together with the bid.

7.3 Failure to comply with the above requirements in 7.1 and 7.2 will result in disqualification.

8. INVOICES

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

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

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

9. IRREGULARITIES

9.1 *Companies are encouraged to advise the LDARD timeously of any possible irregularities which might come to their notice in connection with this contract.*

10. CESSION

10.1 Cession of payments will only be permissible to a registered financial institution in terms of the Financial Advisory and Intermediary Services Act 37 of 2002 or an approved credit provider in terms of the National Credit Act of 2005.

10.2 Bidders who intend to cede their rights to payment to an institution as prescribed in 10.1 above must attach a cession agreement with their bid proposal.

11. PROJECT DURATION

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

12. JOINT VENTURES

- 12.1** Should this bid be submitted by a joint venture, the joint venture agreement must accompany the bid document before the closing date and time of bid. The joint venture agreement must clearly specify the percentage of the contract to be undertaken by each company participating therein.
- 12.2** Each party to a Joint Venture/Consortium must submit an original valid Tax Clearance Certificate and PIN together with the bid before the closing date and time of bid.
- 12.3** The joint venture or consortium must submit a formal agreement that outlines the roles and responsibilities of each member of the joint venture or consortium, nomination of an authorized person to represent the joint venture or consortium in all matters relating to this bid.
- 12.4** The joint venture or consortium must comply with Central Suppliers Database (CSD) registration requirements as per National Treasury directive.

13. UNSATISFACTORY PERFORMANCE

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

14. VALIDITY PERIOD OF BID

- 14.1** The validity (binding) period for the bid will be **120 days** from close of bid. However, circumstances may arise whereby the department may request bidders to extend the validity (binding) period. Should this occur, the department will request bidders to extend the validity (binding) period under the same terms and conditions as originally offered for by bidders. This request will be done before the expiry of the original validity (binding) period.
- 14.2** VAT vendors must calculate **VAT at 15%. It is compulsory for a person to register for VAT if the value of taxable supplies made or to be made, is more than R1 million**

15. NEGOTIATIONS

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

16. SITE INSPECTION

16.1 As part of the evaluation process of this bid, the department has the right to conduct site inspections of premises of all recommendable bidders, manufacturers who have submitted bids and/or those manufacturers who have issued letters of undertaking to bidders.

16.2 The purpose of the site inspections is to confirm validity and accuracy of the information submitted in the bidder's bid document. Where the validity and accuracy of the information submitted in the bidder's bid document cannot be confirmed during the site visit, the bidder will be disqualified.

17. BID EVALUATION CRITERIA

17.1 The bid will be evaluated in terms of the Preferential Procurement Regulation 2022, issued in terms of the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000)

17.2 The bid will be awarded based on the 80/20-point scoring system on the criteria below:

Criteria	Requirements
Pre-compliance criteria	The Service Provider must submit all documents as outlined below.
Preferential points for specific goals	Bidders will be allocated preferential points for specific goals as per table 17.5c

17.3 The evaluation process entails the following:

(a) Phase 1: Pre-Compliance evaluation

17.3.1 During this phase, bid responses are registered to ascertain the number of bid responses received before the closing date and time.

17.3.2 The following key information of bidders will be verified on the CSD in line with Public Finance Management Act and regulatory requirements to qualify for further evaluation processes:

- a) Business registration including details of directorship and membership.
- b) In the service of the state status
- c) Tax compliance status
- d) Identity number (s)
- e) Tender defaulting and restriction status, and
- f) Any additional and supplementary verification information communicated by National Treasury

17.3.3 REQUIRED DOCUMENTS:

Documents that must be submitted	Non-submission will result in disqualification	Requirement
Invitation to Bid – SBD 1	YES	Must be fully completed, signed by the authorized person and submitted with the bid by the closing date and time
Pricing Schedule – SBD 3.2	YES	Must be fully completed, signed by the authorized person and submitted with the bid by the closing date and time
Bidders Disclosure – SBD 4	YES	Must be fully completed, signed by the authorized person and submitted with the bid by the closing date and time. (Must declare/ disclose other companies that they own. Refer to Paragraph 2.3 and in case of Joint Venture, Bidders need to disclose separately)
Preference Point Claim Form – SBD 6.1	YES	Non-Returnable of the supplied pro forma document will lead to Disqualification. Non-claiming of points on this form will lead to zero (0) even if supporting documentation is attached
Registration with Department of Agriculture, Forestry and Fisheries (DAFF) in accordance with the Fertilizer, Farm Feeds, Agricultural Remedies and Stock Remedies Act No. 36 of 1947.	YES	A copy of the registration certificate must be attached. Bidders who are not registered with Department of Agriculture, Land Reform & Rural Development (previous known as DAFF) should source the fertilizers from registered companies and provide proof of the supply agreement (signed letter) with the registered company and further submit the copy of the Department of Agriculture, Land Reform & Rural Development (DALRRD) registration certificate of that company.
Compulsory Bidding of ALL the items/ fertilizers provided in Annexure B.	YES	List of items on Annexure B must be priced fully as required by the Department. Partial / incomplete pricing will lead to Disqualification. Any blank spaces will automatically disqualify the bidder.

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

CRITERIA	REQUIREMENT
Tax compliance status	<i>“Bidder must be tax compliant before the bid is awarded, i.e. Where the recommended bidder is not tax compliant, the bidder will be notified of their non-compliant status and the bidder must be requested to submit written proof from SARS of their tax compliance status or proof that they have made an arrangement to meet their outstanding tax obligations within 7 working days. The bidder should thereafter provide the accounting officer or accounting authority with proof of their tax compliance status which should be verified via the Central Supplier Database or eFiling”</i>
Business registration	The bidder must be registered on CSD and CSD must indicate that the bidder is active

CRITERIA	REQUIREMENT
Company registration with central supplier database (CSD)	Must be registered as a service provider on the Central Supplier Database (CSD). If not registered must proceed to complete the registration prior to submitting your proposal. Visit https://secure.csd.gov.za/ to obtain your vendor number.
In the service of the state status	The bid will not be considered if Shareholders or directors are employed by state/ government departments, municipalities, municipal entities, or public entities unless the approval from executive authority to do business with the state is submitted with the proposal
Tender defaulting and restriction status	Entity and directors must not be restricted

17.4. Functionality Evaluation Criteria = 100 points

The minimum score required for functionality is **70 points** to qualify for further evaluation. A bidder who scores less than **70 points** on functionality will be disqualified.

	FUNCTIONALITY	CRITERIA	VALUE	WEIGHT
a)	Proven capacity and experience in supply and delivery of fertilizers or any other goods -Detailed experience of the bidder/company relating to similar work and track record (please attach appointment letters/ purchase orders with contact details and values of the contracts)	No information provided	0	40
		R 50 000 – R 500 000	1	
		R 500 001 – R 1000 000	2	
		R 100 001 –R 3 000 000	3	
		R 3 000 001- R 6 000 000	4	
		Above R 6 000 000.00	5	
b)	Availability of delivery Transport Proof must be attached to claim points	No transport/ commitment indicated	0	10
		Letter of commitment/Agreement from fleet company	2	
		Documentary proof of ownership of transport (vehicle registration copies must be attached – NO INDIVIDUALS ASSETS)	5	
c)	Financial Capacity Proof must be attached to be allocated points as per the criteria.	No information provided	0	10
		Letter of intent from the bank or any reputable institution	1	
		Bank rating B	3	
		Account with the manufacturer. A confirmation letter from the manufacturer of good Standing.	4	
		Bank Rating of A	5	
d)	Method statement	No information provided	0	20
		Unrelated / average method statement	1	
		Average method statement	2	
		Related / in-depth method statement	5	
e)	Proof of Business address (Utility Bill, Tribal Letter, Title Deed, Lease agreement, PTO or Proof of Residence)	No establishment or proof provided	0	20
		Semi-establishment (Utility Bill or Tribal Letter or Title Deed or Lease agreement or PTO or Proof of Residence)	2	
		Fully established office (Title Deed or Lease agreement, Utility Bill, Proof of Residence)	5	
	Total functionality			100

17.5 80/20 PREFERENCE POINT SYSTEM FOR GOODS AND SERVICES

- a. The preferential points will be allocated for specific goals as prescribed in Section 2 of the Preferential Procurement Policy Framework Act (5 of 2000), Paragraph 3.2.1 and 7.7 of the Reconstruction and Development Programme White Paper of 1994 and the Broad-Based Economic Empowerment Act, 2003.
- b. The following formula must be used to calculate the points for price of tenders/procurement (quotations) including “tenders for income generating contracts” with Rand Value **below a Million** to be calculated as per the below table inclusive of all applicable taxes:

$$P_s = 80 - 1 \left[\frac{P_t - P_{min}}{P_{min}} \right]$$

Where:

P_s = Points scored for price of bid under consideration

P_t = Rand value of tender consideration

P_{min} = Rand value of lowest acceptable tender

- c. A maximum of **20 points** will be awarded in accordance with the table below:

NO	PREFERANTIAL GOALS	20 POINTS	MEANS OF VERIFICATION
1	Black People ownership > 51%	5	CSD and/ or copy of company registration report
2	Women Ownership > 51%	4	CSD Report
3	Persons with Disability Ownership >51%	5	CSD and Medical Certificate from recognized Medical Practitioner
4	Youth Ownership >51%	2	CSD Report
5	Locality (Limpopo)	4	Proof of address (Utility Bill, Title deed, tribal letter, etc.)
TOTAL POINTS		20	

- d. The points scored by a tenderer in respect of the specific goals above must be added to the points scored for price and the total must be rounded off to the nearest two decimal places.
- e. **Only the tender with the highest number of points scored may be selected for an award.**

18. TERMS AND CONDITIONS

18.1 Bidders for supply of fertilizers are required to be registered with Department of Agriculture, Land Reform & Rural Development in accordance with the Fertilizer, Farm Feeds, Agricultural Remedies and Stock Remedies Act No. 36 of 1947 and a copy of the registration certificate must be attached. Bidders who are not registered with Department of Agriculture, Land Reform & Rural Development should source the fertilizers from a registered company and should provide a proof of the supply agreement (signed letter) with

the registered company and further submit the copy of Department of Agriculture, Land Reform & Rural Development registration certificate of those companies.

18.2 Bidders without the required credentials are at liberty to enter into Joint Ventures with the registered manufacturers of fertilizers. On the other hand, the latter are also at liberty to formulate Joint Ventures with their respective partners, should they wish to bid.

18.3 It is compulsory to include transport costs as provided in Annexures C (see Table 1: Transport Cost. Kindly note that all the District Municipal offices of the Department of Agriculture have been allocated warehouses where the consignments are to be delivered.

18.4 The turn-around time for the actual delivery of fertilizers shall be strictly observed in accordance with the specification of the purchase order.

18.5 Bidders should note that the Department reserves the right to award the bid to more than one service provider.

18.6 It is the prerogative of the Department to inspect premises of the Bidders.

18.7 Bidders should note that the Department reserves the right to alter or amend the contract during the duration of the contract. In the event that the Fertilizers or previously deregistered Fertilizers become newly registered during the duration of the contract, it is the responsibility of the Bidder to inform the Department for us to include them in the contract.

19. MONITORING AND EVALUATION

19.1 The right of the LDARD to Investigate and Seek Clarification.

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

19.1.1 The Department shall seek all clarifications in writing and the Bidders responses shall also be in writing.

19.1.2 The Department may request progress report, or presentations at any stage of the project.

19.1.3 Without limiting the generality above, the Department may, in its sole discretion, investigate evidence of the ability and experience of a Bidder under consideration, including joint venture partners, proposed subcontractors, and parties otherwise related to the Bidder or the Bidder's Proposal; and

19.1.4 Require or seek out confirmation from other parties of information furnished by a Bidder.

19.1.5 Appropriate penalties, including discharge and / or blacklisting shall be instituted in case of infringements of any of the above stipulations or any other transgressions not covered here-in.

19.1.6 Delivery of defective fertilizers is strictly prohibited and will be punishable by imposing appropriate penalties that may subsequently lead to blacklisting of repetitive offenders.

19.1.7 The Department reserves the right not to appoint or to appoint more than one service providers depending on prevailing circumstances.

20. BID PRICE

20.1 All prices must be VAT inclusive (**for those who are VAT registered**) and any other costs necessary for the execution and completion of the contract in accordance with the bid document and should be in South African currency.

20.2 The price per bag of fertilizer shall remain **firm for Year 1 (12 months)**, price adjustments shall be calculated in line with the Producer Price Index (PPI) and it will allow inflationary price-changes and the adjustment shall be stipulated on a particular calendar date by LDARD.

20.3 **The Department will allow the Bidders to apply for price increase after the first 12 months of the contract and every six months thereafter.**

20.4 The onus / responsibility lies with the bidder to ensure that they have taken all the costs and escalations into consideration when compiling bid prices.

21. LAW TO APPLY

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

22. PENALTIES

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

23. AWARD

- 23.1** It is a condition of this bid that a tenderer must quote for all items listed.
- 23.2** In implementing the objective criteria, the department reserves the right to negotiate for fair market related prices.
- 23.3** If the department is unable to award a service provider for a particular district (for whatever reason) or if a contractor fails to deliver, the department reserves the right to utilize contractors awarded in other districts. In this event the department will request quotations from all awarded contractors in other districts and apply a preference point system which may include an objective criterion.

24. LANGUAGE GOVERNANCE

- 24.1** 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.

25. COMPLETION OF BID DOCUMENT

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

26. ENQUIRIES, BRIEFING SESSION, AND CLOSING DATE

26.1 Enquiries in connection with this request should be directed:

Technical: Mr. Mamanyuha L who can be contacted at 060 978 2249/
mamanyuha.lucky@limpopo.gov.za

Admin: Matodzi S /Mononyane M to be contacted on 015 294 3351 / 3434 respectively

26.2 Completed bid documents should be delivered in sealed envelopes marked “**SUPPLY, DELIVERY, OFF-LOADING AND PACKING OF FERTILIZERS FOR LIMPOPO DEPARTMENT OF AGRICULTURE AND RURAL DEVELOPMENT (LDARD) FOR A PERIOD OF THREE (3) YEARS**” deposited in the Tender Box which is situated at the parking pay at **67 BICCARD STREET**.

26.3 Compulsory briefing session is scheduled as follows:

Date : 11 August 2023

Venue : 67/69 Biccard Street, Department of Agriculture and Rural Development

Time : 11h00

26.4 The closing date of the bid is **28 August 2023** and the closing time is **11h00**.

ANNEXURE A: BIDDER'S DETAILED EXPERIENCE

Date of commencement of contract	Contract details/ description of work undertaken	Name of Institution/company /place where contract was undertaken	Value of contract	Period for when this contract was undertaken (<i>in days, weeks, months, years</i>)	Contactable References on the contract	
					Name/ Surname and designation	Contact Number & Email Address

Please Note:

- Evidence / proof of previous work done is required. The business profile of your company detailing work / services rendered and referral letters.
- Bidders are required to detail their most relevant work related to this bid.

(the aforementioned template/ requirements are not exhaustive, bidders may provide any othe relevant information to enhance their proposals/ offers)

Signed on behalf of bidder:	Date:
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**DEPARTMENT OF
AGRICULTURE AND RURAL DEVELOPMENT**

ANNEXURE B

FERTILIZERS SPECIFICATION

ITEM NO	DESCRIPTION	UNIT	PRODUCT NAME/COMPANY NAME	BID PRICE
1.	1:0:0 (40)	25kg		
		50kg		
2.	1:0:1 (36)	25kg		
		50kg		
3.	2:1:0 (30) + 0.5% Zn	25kg		
		50kg		
4	2:3:2 (30) + 0.5%Zn	25kg		
		50kg		
5.	2:3:2 (22) + 0.5%Zn	25kg		
		50kg		
6.	2:3:2 (35) + 0.5%Zn	25kg		
		50kg		
7.	2:3:4 (30) + 0.5%Zn	25kg		
		50kg		
8.	3:1:0 (28) + 0,5%Zn	25kg		
		50kg		
9.	3:2:0 (25) + 0.5%Zn	25kg		
		50kg		
10.	3:2:0 (30)	25kg		
		50kg		
11.	3:2:1 (25) + 0.5%Zn	25kg		
		50kg		
12.	4:3:4 (33)	25kg		
		50kg		
13.	4:3:4 (40)	25kg		
		50kg		
14.	5:1:5 (35 - 37)	25kg		
		50kg		
15.	Urea (46%N)	25kg		
		50kg		
16.	Limestone ammonium nitrate LAN (28%N)	25kg		
		50kg		
17.	Ammonium sulphate (21%N)	25kg		
		50kg		
18.	Mono Ammonium Phosphate (MAP) (11%) & 22%P)	25kg		
		50kg		
19.	Di-ammonium Phosphate (DAP) (18%N & 20%P)	25kg		

		50kg		
20.	Single superphosphate (SSP) (8.3%P)	25kg		
		50kg		
21.	Superphosphate 10.5% P	25kg		
		50kg		
22.	Potassium chloride (KCl) (50%K)	25kg		
		50kg		
23.	Potassium sulphate (K_2SO_4) (40%K) (Low chloride content)	25kg		
		50kg		
24.	Potassium nitrate (KNO_3) 38%K, 13%N (Low chloride content)	25kg		
		50kg		
25.	Calcium nitrate ($CaNO_3$)	25kg		
		50kg		
26.	Magnesium nitrate ($MgNO_3$)	25kg		
		50kg		
27.	Multifeed	5kg		
		25kg		
28.	Nitrospray Plus	1L		
		5L		
29.	Voema Starter NT 2:1:2 (40) (w/v) or 2:1:2 (27) (w/w) liquid suspension/Equivalent	10L		
		20L		
30.	Voema Vegetative NT (5:1:3 (44) (w/v) or 5:1:3 (30) (w/w) liquid suspension)/Equivalent	10L		
		20L		
31.	Voema Flower & Fruit (2:1:2 (40) liquid suspension)/Equivalent	10L		
		20L		
32.	Voema Calmag + Trace Elements (10:0:1 (10) (m/m) liquid suspension)/Equivalent	10L		
		20L		
33.	Tiger Zinc (610 g/kg S & 180 g/kg Zn)/Equivalent	25kg		
34.	Tiger Copper (600 g/kg S & 120 g/kg Cu)/Equivalent	25kg		
35.	Tiger Manganese (570 g/kg S &150 g/kg Mn)/ Equivalent	25kg		
36.	Dolomitic Agricultural Lime	10kg		
		Per ton		
37.	Calcitic Agricultural Lime	10kg		
		Per ton		
38.	Gypsum	Per ton		
39.	Compost	30dm ³		
		60dm ³		

		Per ton		
40.	Hydroponic/Greenhouse Growing Medium (Perlite/Vermiculite)	5L/5dm ³		
		10L/10dm ³		
		100L/100dm ³		
SUB TOTAL				



**DEPARTMENT OF
AGRICULTURE AND RURAL DEVELOPMENT**

ANNEXURE C

**SUPPLY, DELIVERY, OFF-LOADING AND PACKING OF FERTILIZERS FOR
LIMPOPO DEPARTMENT OF AGRICULTURE AND RURAL DEVELOPMENT (LDARD)
FOR A PERIOD OF THREE (3) YEARS**

TABLE 1: TRANSPORT COST

TYPE OF TRANSPORT	RATE PER KM
Light Delivery Vehicle	R
Heavy Delivery Vehicle	R
SUB TOTAL	R

Annexure A
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.

TABLE OF CLAUSES

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

General Conditions of Contract

1. Definitions

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

- 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 "GCC" means the General Conditions of Contract.
- 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.
- 1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.

- 1.25 “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.
- 2. Application**
- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.
- 3. General**
- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za
- 4. Standards**
- 4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.
- 5. Use of contract documents and information; inspection.**
- 5.1 The supplier shall not, without the purchaser’s prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser’s prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier’s performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier’s records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.
- 6. Patent rights**
- 6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.
- 7. Performance**
- 7.1 Within thirty (30) days of receipt of the notification of contract award,

security

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

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

8. Inspections, tests and analyses

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

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

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

9. Packing

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

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

10. Delivery and documents

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

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

11. Insurance

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

12. Transportation

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

13. 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.

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| 16. Payment | <p>16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.</p> <p>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.</p> <p>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.</p> <p>16.4 Payment will be made in Rand unless otherwise stipulated in SCC.</p> |
| 17. Prices | <p>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.</p> |
| 18. Contract amendments | <p>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.</p> |
| 19. Assignment | <p>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.</p> |
| 20. Subcontracts | <p>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.</p> |
| 21. Delays in the supplier's performance | <p>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.</p> <p>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.</p> <p>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.</p> <p>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</p> |

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	31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
32. Taxes and duties	32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country. 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser. 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
33. National Industrial Participation (NIP) Programme	33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
34. Prohibition of Restrictive practices	34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging). 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998. 34.3 If a bidder(s) or contractor(s), has / have been found guilty by the

Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

Js General Conditions of Contract (revised July 2010)