



doa

Department:
Agriculture
PROVINCE OF THE EASTERN CAPE

DEPARTMENT OF AGRICULTURE

**BID DOCUMENT FOR SUPPLY AND DELIVERY OF IRRIGATION DESIGN
SOFTWARE (MODEL MAKER OR SIMILAR) FOR THE ENGINEERING
DIRECTORATE FOR A PERIOD OF 3 YEARS**

DO - 25/26-008

LOCATION: DOHNE, STUTTERHEIM

Directorate: Supply Chain Management Deputy Director: SCM DOHNE STUTTERHEIM Private Bag X 15 STUTTERHEIM 4930 Contact: Name: Ms S Apie Telephone: 043 683 4009/5414/5462 Email: sive.apie@ecagriculture.gov.za	Directorate: Engineering Services Head Office Dohne Stutterheim Private Bag X 15 STUTTERHEIM 4930 Contact: Name: Mr. TG Tekle Telephone: 063 693 0644 Email: tesfazghi.tekle@ecagriculture.gov.za
Closing Date: <u>22 May 2026</u>	Time: 11H00
Tenderer: _____	
CSD Number: _____	
LOGIS Number: _____	
Preference Points Claimed: _____	
Proposed Period for Delivery: _____	
Total of the prices inclusive of applicable taxes: R _____	

The Tender

EASTERN CAPE PROVINCIAL GOVERNMENT

DEPARTMENT OF AGRICULTURE

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DIRECTORATE FOR A PERIOD OF 3 YEARS**

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PART 1: TENDERING PROCEDURES

1.1

Tender Notice and Invitation to Tender

EASTERN CAPE PROVINCIAL GOVERNMENT

DEPARTMENT OF AGRICULTURE

BID DOCUMENT FOR SUPPLY AND DELIVERY OF IRRIGATION DESIGN SOFTWARE (MODEL MAKER OR SIMILAR) FOR THE ENGINEERING DIRECTORATE FOR A PERIOD OF 3 YEARS

1.1 Tender Notice and Invitation to Tender

1.1.1 Tender Notice

The Department of Agriculture, Eastern Cape Provincial Government, invites tenders from Authorized re-sellers / distributors for supply and delivery of Irrigation Design software (Model Maker OR SIMILAR) for a period of 3 years. The output of the software should be compatible with .dxf, dwg, and dr4 files.

Key Functions of the software to be supplied:

- Digital Terrain Modelling (DTM): Builds 3D surfaces from survey points to visualize terrain.
- Contour Generation: Creates contour lines for land representation.
- Volume Calculations: Determines cut and fill volumes for earthworks.
- Infrastructure Design: Specialized modules for designing roads, pipes (sewer, stormwater, water), and irrigation systems.
- CAD Integration: Links survey data with CAD functions for creating detailed drawings on-screen.
- Survey Data Processing: Reduces survey observations to coordinates and manages data.
- Point Cloud Handling: Imports and analyses point cloud data for enhanced 3D visualization.
- Reporting & Plotting: Generates reports and plots cross-sections, long-sections, and other designs.

1.2 SCOPE OF SERVICE

Provision of electronic delivery application software "Model Maker" OR SIMILAR commercial single user, and provision of maintenance and technical support for the period three years.

Item No	Description	Qty
1	Irrigation Design Software Commercial single user annual subscription fee (Year 1)	8
2	Irrigation Design Software Commercial single user annual subscription fee (Year 2)	8
3	Irrigation Design Software Commercial single user annual subscription fee (Year 3)	8
4	Training (year 1 only)	
5	VAT (15%)	

Service Level Agreement to be signed with the successful bidder. The software must meet the following requirements:

Irrigation System Design

- Full graphical control over automatic and manual development of micro, drip and sprinkler irrigation networks.

- Unrestricted design approach.
- Only program available that is directly linked with extensive DTM and CAD functions.
- Pipeline hydraulics - Open and closed networks.
- Automatic sizing of manifold and lateral pipes.
- On-screen and printed calculation results.
- User defined node and pipe databases.
- List of materials.

Digital Terrain Modelling (DTM)

- Reduction of tacheometric survey data.
- Import ASCII coordinates, DXF, DWG and GPS data.
- Automatic generation of triangular surface model.
- Full user manipulation of dtm surface.
- Smooth contour generation.
- Areas, slopes, intersections, joins, polars, etc
- Real time elevation and slope calculations.
- Multiple simultaneous surfaces.

Computer Aided Drafting (CAD)

- Unlimited number of drawing elements.
- Extensive number of CAD functions.
- Intelligently linked with DTM and irrigation design.
- User defined line types and symbols.
- Import and export DXF data.
- Bitmap support.

1.3 SPECIAL BID CONDITIONS

Bidders must attach the following documents to the bid :

- Relevant Certification in the ICT environment **or sales.**
- CSD Report must demonstrate ICT Commodities **or relevant.**
- Three (3) reference letters of relevant prior work done.
- Submission of Project documentation - As Build Document (How subscriptions will be renewed and support will be provided.)
- Quotation
- Mini Proposal with Implementation Plan (Project Plan)

1.4 BID CONDITIONS

- No late or incomplete responses will be accepted.
- Suppliers must ensure that no services are rendered or goods delivered without written confirmation from DoA.
- Only bidders who are registered on CSD as service providers or capable of being registered prior to the evaluation of submissions are eligible to submit bids. Bidders who are not registered on the CSD are not precluded from submitting bids, however bidders must compete the CSD application online, prior the closing date (www.csd.gov.za is the website). It is the responsibility of bidders to ensure that this requirement is complied with. Kindly note that you need to have a working email address, working cell phone, the company registration details and Tax Clearance PIN obtained from SARS.

- Tax compliance status and company directors of bidders will be verified on CSD for all price quotations and bids. Hard copies of Tax Clearance Certificate and CK documents are therefore no longer needed to be attached in the bid.
- Bidders must be registered and active on LOGIS
- All prices must be firm prices and VAT inclusive.
- The awarding of bid will be subject to the Service Provider's express acceptance of the Supply Chain Management general contract conditions;

1.5 PERIOD OF VALIDITY OF BIDS

The period of validity of bids shall be **90 days** from the closing date for submission of bids.

Should the bidder withdraw or retract his bid within the period of validity, or should the bidder fail to take up the Contract when notified in accordance with the General Conditions of Contract, or fail to furnish approved sureties or insurances within the period specified, then he shall pay either the difference between his bid and a less favourable bid accepted, or if the Employer decides to invite fresh bids, all additional expenses which the Employer has to incur in this regard, as well as any difference between his bid and the accepted new bid. The Employer may, however, Lightly or partly exempt a bidder from the provisions of this sub rule if he is of the opinion that the circumstances justify the exemption.

1.6 PAYMENT

- Part Payment will be made after the full delivery and signing of the Service Level Agreement according to scope of services.
- Payment will only be effected after the Employer's Representative has verified compliance as correct according to specifications.

The bid price shall include full compensation for supply, delivery, maintenance, and technical support for a period of three year as specified.

1.7 EVALUATION CRITERIA

The evaluation of the bids will be done in a three-stage process; Stage 1 (Administrative Compliance Requirements (completion or attachment of Compulsory documents), Stage 2 (Price and Specific Goals/Preference Points) and Stage 3 is functionality table.

Bidders who do not meet the Administrative Compliance Requirements (completion or attachment of Compulsory documents), shall not be considered for the next Stage evaluation.

Points will be awarded in accordance with the Regulations to the Preferential Procurement Policy Framework Act (PPPFA)

Stage 1 (Administrative compliance)

The following criteria shall apply:

- The standard bid documentation has been completed comprehensively and correctly and submission of returnable documents:

Returnable Documents	Comply	No Comply
Relevant Certification in the ICT environment.		
CSD Report must demonstrate ICT infrastructure Commodities.		
Three (3) reference letters of relevant prior work done.		
Submission of Project documentation highlighting How subscriptions will be renewed and support will be provided.		
Quotation		
Mini Proposal with <ul style="list-style-type: none"> • Implementation Plan (Project Plan) • Project Sign-Off (Completion Certificate) 		

- The Invitation to Bid (ECBD1) must be completed and signed
- Pricing Schedule must be completed.
- Bidder's Declaration (ECBD 4) must be completed and signed.
- In the event of a consortia/joint ventures, a signed agreement by all parties must submitted with the bid.

NB: Bids that do not comply with the above administrative compliance criteria, and or fail to adhere requirements will be disqualified and should not be considered for the next stage of the evaluation.

Stage 2

Price and Specific goals

- Bids will be evaluated according to 80/20 preference point system, as prescribed in terms of the Preferential Procurement Policy Regulations, 2022 issued in terms of section 5 of the Preferential Procurement Policy Framework Act, Act Number 5 of 2000 (PPPFA)

Price evaluation	80
Price or quotation offer under consideration	
Total for price	80
Specific goals	20
Preference points promoted:	
EME or QSE which is at least 51% owned by Black people .	10
Located in Eastern Cape Province .	2
EME or QSE which is at least 51% owned by Women .	4
EME or QSE which is at least 51% owned by Youth (up to 35 years of age) .	2
EME or QSE which at least 51% owned by people with Disability .	2
Total points	20

Please Note: The points scored for the specific goal must be added to the points scored for price and the total must be rounded off to the nearest two decimal places. Subject to section 2(1)(f) of the PPPFA Act, the contract must be awarded to the tenderer scoring the highest points.

MEANS OF VERIFICATION FOR POINTS CLAIMED

The listed documents below must be submitted in order to validate points claimed:

- **ID Copy**
- **CIPC (Company registration) and CSD report (the ownership status of the 2 documents must correspond in order to be awarded points)**
- For disability –
 - **Medical certificate**
 - **SASSA registration or confirmation of disability from a relevant authority**
- For locality –
- **Municipal rates account OR**
- **Letter from councilor confirming residence OR Lease Agreement**

2 CLOSING DATE

2.2 Proposals must be submitted as follows:

Closing date (on or before)	22 May 2026
Time	11H00 am
Venue	Indwe Building, Bhisho
No late bids will be accepted	

3 ENQUIRIES & CONTACT PERSON

Enquiries should be directed to:

Ms S Apie

Cell: 043 683 4009/5414/5462

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DEPARTMENT OF AGRICULTURE					
BID NUMBER:	DO - 25/26-0085	CLOSING DATE:	30 JANUARY 2026	CLOSING TIME:	11:00
DESCRIPTION	BID DOCUMENT FOR SUPPLY AND DELIVERY OF IRRIGATION DESIGN SOFTWARE (MODEL MAKER OR SIMILAR) FOR THE ENGINEERING DIRECTORATE FOR A PERIOD OF 3 YEARS				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
DEPARTMENT OF AGRICULTURE					
DOA, BLOCK-D, OFFICE 408 DOHNE ADI					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Ms S Apie		CONTACT PERSON	Mr. TG Tekle	
TELEPHONE NUMBER	(043) 683 5414/4009/5462		TELEPHONE NUMBER	(043) 683 4026	
FACSIMILE NUMBER	043 683 5437		FACSIMILE NUMBER	(043) 683 1829	
E-MAIL ADDRESS	Sive.apie@ecagriculture.gov.za		E-MAIL ADDRESS	tesfazghi.tekle@ecagriculture.gov.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER			TELEPHONE NUMBER		
CELL PHONE NUMBER					
FACSIMILE NUMBER			FACSIMILE 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]					
1. 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]		2. ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]	
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED- (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
- 1.3. BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES). B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.
- 1.4. WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MAY NOT BE SUBMITTED WITH THE BID DOCUMENTATION. B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.
- 1.5. 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.
- 1.6. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).

2. TAX COMPLIANCE REQUIREMENTS

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

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

SIGNATURE OF BIDDER:

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

DATE:

1.2

Bid Rules

EASTERN CAPE PROVINCIAL GOVERNMENT

DEPARTMENT OF AGRICULTURE

BID DOCUMENT FOR SUPPLY AND DELIVERY OF IRRIGATION DESIGN SOFTWARE (MODEL MAKER OR SIMILAR) FOR THE ENGINEERING DIRECTORATE FOR A PERIOD OF 3 YEARS

1.1 Tender Notice and Invitation to Tender

1.1.1 Tender Notice

The Department of Agriculture, Eastern Cape Provincial Government, invites tenders for Supply and delivery of Irrigation Design software (Model Maker or SIMILAR) for a period of 3 years.

The works shall include the following:

- Supply and deliver of irrigation design software (Model Maker or SIMILAR) as per Bill of Quantities to Dohne Agricultural Development Institute, Block-D, Office no. 408.Stutterheim, Amahlati Local Municipality.

TENDER RULES AND REQUIREMENTS:

1. Bid Documents

The Bidder shall satisfy himself that the documents received are correct, complete and sufficient to be the basis of a *bona fide* tender. Bidders shall check the numbers of the pages and satisfy themselves that none are missing or duplicated. No liability shall be accepted in regard to claims arising from the fact that pages are missing or duplicated. Should a Bidder not accept that the documents issued can form the basis of a *bona fide* bid, the Deputy Director SCM, Ms S Apie, shall be requested to correct the discrepancy, ambiguity, missing or illegible information prior to the submission of bids? The submission of a *bona fide* bid shall absolve the Employer, Deputy Director SCM, from any liability whatsoever for any error in a bid due to the foregoing.

Furthermore, no request for the revision of the Bid Sum as a result of such error shall be considered by the Employer after the closing date and hour set for the submission of bids.

2. Submission of Bids

Clearly marked bids in sealed envelopes shall be submitted at the place and **before the closing time** stated in the Bid Notice.

Electronic, faxed, or telegraphic bids will not be accepted.

3. Deposit on Documents

The deposit on bid documents will not be refunded.

4. Notice to Bidders

Should any additions or alterations to the documents as issued to bidders be deemed necessary prior to the date for submission of bids, these will be issued to bidders in the form of Notices to Bidders and these will form part of the bid document.

The Notices to Bidders shall be completed where applicable by bidders, signed, dated and returned with the bid documents.

5. Completion of Bid Documents

Bidders will only be considered on receipt of this bid document correctly completed with all insertions in black ink.

Bidders are required to complete and sign, where applicable, all forms to be completed by bidder.

Bidders are required to indicate the detail of their offer at the space provided in the PRICING SCHEDULE (ECBD 3.1) on page 53.

No unauthorized alteration shall be made to the document. Mistakes made by the bidder in the completion of the **SERVICES PARTICULAR SPECIFICATIONS OR PRICING SCHEDULE**, forms, etc. shall not be erased nor erasing fluid used. A line shall be drawn through the incorrect entry and the correct entry shall be written above and the correction initialed by the bidder.

All information is to be provided on the forms provided in Bid Document. Should the provided space be insufficient, additional information should be attached to the back of the appropriate form.

Failure to comply with any of the foregoing clauses may invalidate the bid.

Bids may also be rejected if they show any additional items not originally included in the bid documents, irregularities of any kind in either the bid form or other documents, or if the amounts tendered in the bid form are obviously unbalanced and the bidder, after having been called upon to adjust same in a reasonable manner, **fails to do so within a period of seven days of having received notification to that effect.**

6. Signing of Bids

The bid must be signed by a person duly authorized to do so. In the case of a bid being submitted on behalf of a Company, Close Corporation, Partnership or Joint Venture, such bid shall be accompanied by a certified copy of a resolution of the Board of Directors of such Company, Close Corporation or other suitable authority in the case of a Partnership or Joint Venture, in terms of which the nominee is authorised to sign on behalf of the business entity.

A bid submitted by a corporation must bear the seal of the corporation and be attested by its CEO. Bidders submitted by joint ventures of two or more firms must be accompanied by the document of formation of the joint venture, authenticated by a notary public or other official deputed to witness sworn statements, in which is defined precisely the conditions under which the joint venture will function, its period of duration, the persons authorized to represent and obligate it, the participation of the several firms forming the joint venture, and any other information necessary to permit a full appraisal of its functioning.

The joint venture documentation is also to clearly state that all its parties will remain severally and jointly bound for the duration of the defects liability period, as well as setting out how matters will be dealt with that may arise as latent defects once the joint venture has dissolved. If due to any unforeseen reasons the joint venture dissolves during the defects liability period, the agreement must clearly state how the liability will be dealt with in terms of honoring all the responsibilities it may still have with regards to the due performance of all contractual issues that could arise.

7. ALLOWANCE FOR CONTRACT PRICE ADJUSTMENT

There will be **no allowance for Contract Price Adjustment.**

8. SCHEDULE OF QUANTITIES

Bidders shall note that all quantities in the schedule are provisional and substantial alterations to individual quantities could occur.

Should the bidder be in doubt as to the description of any items, or the meaning of any measurement or payment clause, clarification shall be obtained in writing from the Chief Engineer, and this correspondence shall be submitted with the bid.

The Chief Engineer will not consider claims submitted on the basis of misunderstanding of or omissions from the description of scheduled items or measurement or payment clauses.

9. BID ALL INCLUSIVE

Bidders shall allow in their bid for all costs of supply, delivery to the site and warranty in accordance with the bid documents. Bidders shall also allow for the payment and recovery of all taxes, levies and other duties. No claims for additional payment in this respect will be considered.

Prices and rates tendered in the schedule of quantities shall be exclusive of Value Added Tax (VAT). VAT shall be added in the summary, and the total price shall be inclusive of VAT.

10. PERIOD OF VALIDITY OF BIDS

The period of validity of bids shall be **90 days** from the closing date for submission of bids.

Should the bidder withdraw or retract his bid within the period of validity, or should the bidder fail to take up the Contract when notified in accordance with the General Conditions of Contract, or fail to furnish approved sureties or insurances within the period specified, then he shall pay either the difference between his bid and a less favourable bid accepted, or if the Employer decides to invite fresh bids, all additional expenses which the Employer has to incur in this regard, as well as any difference between his bid and the accepted new bid. The Employer may, however, Lightly or partly exempt a bidder from the provisions of this sub rule if he is of the opinion that the circumstances justify the exemption.

11. EVIDENCE OF SUPPLIERS / CONTRACTORS / CONSULTANTS EXPERIENCE

Bidders shall fill in details of goods and services supplied or work previously and successfully executed by them of a similar nature to that for which this bid is being submitted in the Form provided in this document. In the case of joint ventures or consortiums, the work experience of each firm is to be submitted.

Failure to provide this information may deem the bid as being submitted by an inexperienced bidder and it may be rejected for such reason. If the Bidder having been called upon to provide information in a reasonable manner, **fails to do so within a period of seven (7) days of having received notification to that effect.**

12. SURETYSHIP AND INSURANCES

In accordance with Clause 7 of the General Conditions of Contract and Special conditions of Contract, the successful bidder will be required to provide to the satisfaction of the employer a guarantee as security and documentation showing that the insurance policies required in terms of the General Conditions of Contract have been taken out and provide proof of payment of the premiums for the insurances required.

13. DECLARATION OF GOOD STANDING REGARDING TAX

Bidders are not required to submit an original Tax Clearance Certificate with their bid as this will be verified on CSD.

14. FINANCIAL INVESTIGATION

The Employer reserves the right to appoint an accountant to report on the financial resources of any bidder. The bidder shall provide all reasonable help in such investigation and ensure that the necessary documentation is provided within seven days of being called upon to do so.

15. AMENDMENTS TO BID BY EMPLOYER

16.1 Arithmetical Errors

The Employer reserves the right to correct arithmetical or other errors in the extension of rates and totals in the bid. The bidder will be informed about the effect of any corrections on his bid sum prior to acceptance of the bid. **In no case will the BID SUM be adjusted when such errors are corrected.**

16.2 Imbalance in Tender Rates

In the event of there being any rate or rates which are declared to be unacceptable by the Employer for reasons which the Employer will indicate, the bidder will be requested -

- (a) to justify any specific rate or rates, i.e. to give a financial breakdown of how such rate or rates were obtained,
- (b) and subsequently to consider amending and adjusting such rate or rates while retaining the bid sum derived under sub-clause 15.1 unchanged and fixed. It must be understood that in the event of the **bidder refusing to adjust any rate or rates to the satisfaction of the Employer, such refusal may prejudice his bid.**

16. COST OF BID

Any expenses or losses, which may be incurred by the bidders in the preparation and submission of their bids, shall be for the account of the bidders.

18. DISQUALIFICATION OF BID

The bid of any bidder who has not conformed to these Bid Rules and the instructions reflected in the official Bid Notice or pricing instruction may be disqualified at the discretion of the Employer.

19. DELEGATION OF AUTHORITY BY EMPLOYER

The Employer may delegate any power vested in him by virtue of these Bid Rules to an officer or employee of the Employer.

20. BID RULES ARE BINDING

The bid rules as well as the instructions given in the official Bid Notice, Scope of works and Pricing Instruction, shall be binding on all bidders submitting bids for the services stated in the bid documents.

21. BID ACCEPTANCE

The Employer does not bind himself to accept the lowest or any bid. The Employer may award different items to different bidders.

22. ADJUDICATION OF BIDS

22.1 Bidders Qualifying for Adjudication

Only bidders meeting the following requirements will be eligible for adjudication in terms of the preference point system:

- (i) Bidder has complied with all the bid rules.
- (ii) The tender offer is signed by a person authorized to sign on behalf of the Tenderer;
- (iii) The Tenderer or a competent authorized representative of the Service provider/ Consultant/Contractor who submitted the tender has attended the compulsory clarification meeting and site verification inspection;
- (iv) Bidder has compiled all the declarations. (SBD 4, 6.1);
- (v) The Tenderer or any of its directors is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;
- (vi) The Tenderer has not:
 - abused the Employer's Supply Chain Management System;
 - or failed to perform on any previous contract and has been given a written notice to this effect;
- (vii) Bidder has adequate resources available with regards to financial resources and personnel;
- (viii) Bidder has undertaken services, supply and deliveries of a similar nature and extent in all aspects before and has a proven track record;
- (ix) The Bidder has completed the "Suppliers arrangement forms" with an accredited It equipment supplier or distributor.
- (x) The Bidder has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process;
- (xi) Having completed and attached the agreement form with a manufacturer / supplier / importer / contractor to deal, repair equipment and execute services.
- (xii) Having submitted a balanced bid with respect to unit rates and sums.

21.2 Procurement Points System

Bids will be adjudicated using the 80/20 or 90/10 point's formula

- the 80/20 system for requirements with a Rand value of up to R 50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R 50 000 000 (all applicable taxes included).

21.3 Financial Components

Max 80 points (80/20 formula)

Max 90 points (90/10 formula)

The points scored for the financial component will be calculated using the formula as set out in SBD 6.1.

22. PROJECT COMPLETION TIME FRAME

The Bidder shall complete the works within 2 months (60 days) after the receipt of order.

23. PENALTY

The Bidder's attention is drawn to the forms which contain a declaration statement.

The Employer reserves the right to take legal action against bidders who tendered information that are later found to be incorrect.

If the Bidder fails to deliver any Services/works within the period specified in the contract, or within any extension thereof granted by the Employer, 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.

24. LEGAL ASPECTS

If, after the date of the Contract Agreement, the cost or duration of the services is altered as a result of changes in, or additions to any statute, regulation or by-law, or in the requirements of any authority having jurisdiction over any matter in respect of the Contract, then the agreed remuneration and time for completion shall be adjusted in order to reflect the impact of those changes.

PART 2 RETURNABLE DOCUMENTS

2.1

List of Returnable Documents

EASTERN CAPE PROVINCIAL GOVERNMENT

DEPARTMENT OF AGRICULTURE

BID DOCUMENT FOR SUPPLY AND DELIVERY OF IRRIGATION DESIGN SOFTWARE (MODEL MAKER OR SIMILAR) FOR THE ENGINEERING DIRECTORATE FOR A PERIOD OF 3 YEARS

2.1 List of Returnable Documents

The tenderer must complete the following returnable documents:

1 Returnable Schedules required only for tender evaluation purposes

- Certificate of authority for joint ventures (where applicable)
- Compulsory Enterprise Questionnaire
- Record of Addenda to Tender Documents
- Schedule of the Tenderer's Experience

2 Other documents required only for tender evaluation purposes

- Proof of registration on the CSD and copy of active and updated certificate attached.
- Certificate of B-BBEE Registration with level of contribution.

3 Returnable Schedules that will be incorporated into the contract

- Preferencing Schedule ECBD 6.1

4 Other documents that will be incorporated into the contract

- Declaration of validity of information.
- Declaration of Interest - ECBD 4.
- Certificate of tenderer's visit to clarification/site meeting.
- Tenderer's Banking detail confirmation.
- Surety and Bank details (if needed).
- Certificate: Confirmation of supply arrangements between the bidder and his/her supplier

5 The offer portion of the C1.1 Offer and Acceptance

6 Bills of quantities

CERTIFICATE OF AUTHORITY FOR JOINT VENTURES

This Returnable Schedule is to be completed by joint ventures.

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

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

COMPULSORY ENTERPRISE QUESTIONNAIRE

The following particulars must be furnished. In the case of a joint venture, **separate** enterprise questionnaires in respect of each partner must be completed and submitted.

Section 1: Name of enterprise:

Section 2: VAT registration number, if any:

Section 3: CIDB registration number, if any:

Section 4: Particulars of sole proprietors and partners in partnerships

Name*	Identity number*	Personal income tax number*

* Complete only if sole proprietor or partnership and attach separate page if more than 3 partners

Section 5: Particulars of companies and close corporations

Company registration number.

Close corporation number.

Tax reference number.

Section 6: Record in the service of the state

Indicate by marking the relevant boxes with a cross, if any sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months in the service of any of the following:

- | | |
|--|---|
| <input type="checkbox"/> a member of any municipal council
<input type="checkbox"/> a member of any provincial legislature
<input type="checkbox"/> a member of the National Assembly or the National Council of Province
<input type="checkbox"/> a member of the board of directors of any municipal entity
<input type="checkbox"/> an official of any municipality or municipal entity | <input type="checkbox"/> an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999)
<input type="checkbox"/> a member of an accounting authority of any national or provincial public entity
<input type="checkbox"/> an employee of Parliament or a provincial legislature |
|--|---|

If any of the above boxes are marked, disclose the following:

Name of sole proprietor, partner, director, manager, principal shareholder or stakeholder	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		Current	Within last 12 months

*insert separate page if necessary

Section 7: Record of spouses, children and parents in the service of the state

Indicate by marking the relevant boxes with a cross, if any spouse, child or parent of a sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is

currently or has been within the last 12 months been in the service of any of the following:

- a member of any municipal council
- a member of any provincial legislature
- a member of the National Assembly or the National Council of Province
- a member of the board of directors of any municipal entity
- an official of any municipality or municipal entity
- an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999)
- a member of an accounting authority of any national or provincial public entity
- an employee of Parliament or a provincial legislature

Name of spouse, child or parent	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		Current	Within last 12 months

*insert separate page if necessary

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise:

- i) authorizes the Employer to obtain a tax clearance certificate from the South African Revenue Services that my / our tax matters are in order;
- ii) confirms that the neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004;
- iii) confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of fraud or corruption;
- iv) confirms that I / we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest; and
- v) confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

Signed

Date

Name

Position

Enterprise name

RECORD OF ADDENDA TO TENDER DOCUMENTS

We confirm that the following communications received from the Employer before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer:

	Date	Title or Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		

Attach additional pages if more space is required.

Signed

Date

Name

Position

Tenderer

PROPOSED AMENDMENTS AND QUALIFICATIONS

The Tenderer should record any deviations or qualifications he may wish to make to the tender documents in this Returnable Schedule. Alternatively, a tenderer may state such deviations and qualifications in a covering letter to his tender and reference such letter in this schedule.

The Tenderer's attention is drawn to clause C.3.8 of the Standard Conditions of Tender referenced in the Tender Data regarding the employer's handling of material deviations and qualifications.

Page	Clause or item	Proposal

Signed Date

Name Position

Tenderer

CONTRACTORS CERTIFICATE OF REGISTRATION ON CSD

[The tenderer shall submit the Contractor's Certificate of Registration on the CSD. Failure to submit the certificate with the tender document will lead to the conclusion that the tenderer is not registered on the National Treasury Central Suppliers Database and therefore not eligible to tender].

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).

The applicable preference point system for this tender is the **80/20** preference point system.

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	80
SPECIFIC GOALS	20
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:

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

Where

P_s = Points scored for price of tender under consideration

P_t = Price of tender under consideration

P_{min} = 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:

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

Where

P_s = 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)
An EME or QSE which is at least 51% owned by black people	N.A.	10	N.A.	
Located in the district's local municipality where the services will be rendered/item delivered	N.A.	2	N.A.	
An EME or QSE which is at least 51% owned by women	N.A.	4	N.A.	
An EME or QSE which is at least 51% owned by youth (up to 35 years of age)	N.A.	2	N.A.	
An EME or QSE which is at least 51% owned by people with disability	N.A.	2	N.A.	
Total	N.A.	20	N.A.	

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:

Declaration (Validity of Information Provided)

I declare that the information provided is true and correct, the signature to the tender document is duly authorised and documentary proof regarding any tendering issue will, when required, be submitted to the satisfaction of the Department of Agriculture.

DATE **SIGNATURE OF DECLARER**

POSITION OF DECLARER

NAME OF COMPANY OR TENDERER

Should the tenderer have, in the opinion of the Department of Agriculture, acted fraudulently illegally, in bad faith or in any improper manner, misrepresented itself with regard to the tender, then the Department of Agriculture may, in its sole discretion:

- * Ignore any tenders without advising the tenderer thereof
- * Cancel the contract without prejudice to any legal rights the Department of Agriculture may have

Should the tenderer disregard this or conduct affairs in a way that transgresses from good business practices, this could seriously impair future business relations between the Department of Agriculture and such tenderer.

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

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.

1.2 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:

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.

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

3.6 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

The Contract

PART C1: AGREEMENT AND CONTRACT DATA

EASTERN CAPE PROVINCIAL GOVERNMENT

DEPARTMENT OF AGRICULTURE

BID DOCUMENT FOR SUPPLY AND DELIVERY OF IRRIGATION DESIGN (MODEL MAKER OR SIMILAR) FOR THE ENGINEERING DIRECTORATE FOR A PERIOD OF 3 YEARS

CONTRACT FORM – PROFORMA OF SERVICE LEVEL AGREEMENT TO BE SIGNED BY SUCCESSFUL BIDDER- SEE NEXT PAGE



**SERVICES LEVEL AGREEMENT FOR APPLICATION SOFTWARE
SUBSCRIPTION
CONTRACT NO: DO-25/26 - 008**

MADE AND ENTERED INTO BY AND BETWEEN

**DEPARTMENT OF AGRICULTURE
(Hereinafter referred to as “the Employer”)**

AND

.....
(Hereinafter referred to as “the Service Provider”)

Whereas the Eastern Cape Department of Agriculture wishes to procure the Software Subscription Renewal for the Eastern Cape on a Single Source Approach.

And whereas the Eastern Cape Department of Agriculture and (the “Parties”) hereby agree that it will be mutually beneficial for them to enter into this Service Level Agreement to outline the co-operation between them.

And Whereas the Department and the Service Provider hereby binds themselves to perform in line with the terms and conditions of this Agreement and in accordance with the applicable laws and regulations guiding public sector procurement as amended from time to time by the National and Provincial Treasury.

1. DEFINITIONS

1.1 In this Agreement, unless clearly indicated to the contrary, the words set out hereunder shall bear the meanings ascribed to them as follows;

1.1.1 the “singular” provides the plural and vice versa. Any reference to gender includes the other gender. Any reference to natural persons includes legal persons and vice versa.

1.1.2 the “effective date” means the date of the commencement of this agreement.

1.1.3 the “department/employer/DOA” The Eastern Cape Department of Agriculture, herein represented by Mr. V Masakane – Chief Engineer: Engineering Services of the Department or her delegate duly authorised.

1.1.4 the “Service Provider”, herein represented by or his / her delegate duly authorised.

NOW THEREFORE, the Parties agree as follows:

2. DURATION OF AGREEMENT

2.1 Notwithstanding the date of signature hereof, this Agreement will be for a period of 3 years – 01/07/2026 to 31/08/2029.

3. SPECIAL CONDITIONS OF CONTRACT

- 3.1 The undersigned signatories each warrants that he or she is duly authorised to execute this Agreement on behalf of his or her respective Party.
- 3.2 The Service Provider hereby undertakes to provide one or more person in their association who will be responsible for facilitating smooth communication with the Department and be responsible for signing this agreement on behalf of them.
- 3.3 The Department hereby undertakes to provide one or more person in their employ who will be responsible for facilitating smooth communication with the Service Provider and be responsible for signing this agreement on behalf of them.
- 3.4 It is expected of the Representatives to conduct themselves in a manner that is consistent with the terms and conditions of this Agreement.
- 3.5 This Agreement is made under the Laws of the Republic of South Africa and for all purposes shall be governed by and construed in accordance with the Laws of the Republic Of South Africa.
- 3.6 This Agreement contains the entire Agreement between the Parties and may not be terminated or amended in any way except only by written instruction signed by both Parties.
- 3.7 The Service Provider shall indemnify and save harmless the Department and its employees from all loss, cost, and expense arising out of any liability or claim of liability or injury or damages to persons or property sustained or claimed to have been sustained by anyone whomsoever, by reason of the performance of this Agreement or by any act or omission of the Contractor or any of their officers, agents and employees.
- 3.8 The Service Provider hereby binds themselves that to the best of their knowledge the attached SBD 4 form (for declaration of interest) provides all information required by the Department and no hidden information that should have being disclosed during the signing of this Agreement.

- 3.9 The Service Provider further accepts that if any withheld information in the SBD 4 form that was existing during and prior to the signing of this Agreement comes to light after the signing of this Agreement; this Agreement shall be terminated with immediate effect.
- 3.10 The Service Provider hereby acknowledges and binds themselves that in cases whereby they signed this Agreement whilst not registered as a Vat Vendor; they may not come back at a later stage to claim Vat from the performance of this Agreement.
- 3.11 Any Vat claimed from the Department after this Agreement will only be acceptable for future Agreements signed whilst the Service Provider is already registered with SARS as Vat Vendor.
- 3.12 Delivery of services and performance shall be made by the Service Provider in accordance with the time schedule prescribed in the Quotation Specification.
- 3.13 If at any time during the performance of the contract, the Service Provider encounter conditions impeding timely delivery of the performance of services, the Service Provider shall promptly advise the Department in writing of the fact of the delay, its likely duration and its causes. As soon as practicable after receipt of the Service Provider notice, the Department shall evaluate the situation and may at its discretion extend the Service Provider 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.
- 3.14 Except as provided under GCC clause 25, a delay by the Service Provider in the performance of its delivery obligations shall render the Service Provider liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to Clause 3.16 without the application of penalties
- 3.15 Subject to GCC Clause 25, if the Service Provider fails to deliver any or all 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 the delayed unperformed services using the current prime interest rate calculated for each day of delay until actual delivery or performance. The Department may also consider termination of the Contract pursuant to GCC Clause 23
- 3.16 Termination for default - The Department, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Service Provider, may terminate this contract in whole or in part:
- 3.16.1 If the Service Provider fails to deliver any or all of the services within the period(s) specified in the contract, or within any extension thereof granted by the Department pursuant to GCC Clause 21.2.
- 3.16.2 If the Service Provider fails to perform any other obligation(s) under the contract.

3.16.3 If the Service Provider, in the judgment of the Department, has engaged in corrupt or fraudulent practices in the competing for or in executing the contract.

3.17 Force Majeure – Notwithstanding the provisions of GCC Clause 22 and 23, the Service Provider 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 obligation under the contract is the result of an even of force majeure.

3.18 If a force majeure situation arises, the Service Provider shall promptly advise the Department in writing of such condition and the cause thereof. Unless otherwise directed by the department in writing, the Service Provider shall continue to perform its obligations under the contract as far as practically possible and shall seek all reasonable alternative means for performance not prevented by the force majeure.

4 DUTIES OF THE SERVICE PROVIDER

The service that is provided by consists of that of a full Software Upgrade and Support Agreement for 08 users of the Model Maker software which are fully paid for annually in advance.

4.1 Software Upgrade

..... agrees to provide new releases of the licensed software at no extra charge as and when they become available, during the period of this agreement.

4.2 Support

..... agrees to provide, through its Call Centre, telephonic support to the licensee during the period of this agreement. Support will include the following:

4.2.1. Resolution of problems/faults in the licensed software.

4.2.2. On-going information on updates regarding new developments in the software.

In the event of the licensee requiring on-site support the cost of travel (at prevailing AA rates, or air fare plus car hire and full hotel accommodation) will be for the account of the licensee. In addition to this, the ruling hourly rate for support will be charged.

..... agrees to advise the Client immediately if there are any changes to its physical or postal addresses and any other contact information or other changes that affect this agreement.

5 DUTIES OF THE DEPARTMENT

The Department agrees to appoint 1 (one) member of his staff at the installed site as a liaison officer. The appointed staff member will be the sole person to forward enquiries regarding the licensed software.

The Client agrees to have his staff properly trained in the effective use of the operating system and the licensed software.

The Client agrees to advise immediately if there are any changes to its physical or postal addresses and any other contact information or other changes that affect this agreement.

6 MANAGEMENT

- 6.1 The Department management, or its delegated designee, has the right in its sole discretion, to request for reports from the Service Provider in order to assess progress achieved in the execution of this Agreement.
- 6.2 The department management, or its delegated designee, will monitor the implementation and progress of this Agreement against the agreed terms and conditions.

7 PAYMENT

- 7.1 The quotation for this project for the 1st year is inclusive of vat.
- 7.2 The quotations for year 2 and 3 will be submitted by the Service Provider during the respective years.
- 7.3 Payment that will be effected as per 7.1 and 7.2 are once off annual payments.

8 SETTLEMENT OF DISPUTES

- 8.1 Both Parties to this Agreement hereby binds themselves to resolve any disputes relating to this Agreement, either to its interpretation, its effects or the legal validity through negotiations.
- 8.2 If all efforts to settle the disputes in question as referred to in sub-clause 8.1 through negotiation have failed, either Party may-
 - 8.2.1 declare a dispute by furnishing the details of the dispute in writing to the other Party; and
 - 8.2.2 request that the dispute be referred for arbitration or to court for decision.
- 8.3 The procedure followed in any arbitration proceeding shall be as simple and inexpensive as possible and at the discretion of the arbitrator and shall be governed by the Arbitration Act no 42 of 1965.
 - 8.3.1 The decision of the arbitrator shall be final in all respects and such an arbitration decision can be made an order of the Court if either of the parties applies for this. The cost of any such arbitration shall be allocated by the arbitrator.
 - 8.3.2 The arbitrator shall be an independent person with at least 10 years' practical and relevant experience nominated and agreed on by both parties.

8.3.3 If the parties are unable to agree on a specific arbitrator within seven (7) days of written notice of a dispute being given by one of the parties and arbitration being requested, the choice shall be made within seven (7) days by the President of the Law Society of the Cape, so that the arbitration can take place and be finalised as soon as possible.

8.3.4 Notwithstanding anything contained in this clause or in this Agreement as a whole, the Department may in its sole and absolute discretion institute legal action in the High Court of South Africa. However, the Department accepts that should it agree to refer the matter to arbitration, clause (8.3 (1) shall become applicable.

8.4 The Provisions of this clause:-

8.4.1 Constitute (once agreed) an irrevocable consent by the parties to any arbitration proceedings in terms hereof and neither party shall be entitled to withdraw therefrom or claim at any such proceedings that it is not bound by such provisions; and.

8.4.2 are severable from the rest of this Agreement and shall remain in effect despite the termination for any reason of this Agreement.

9 INSOLVENCY

9.1 In the event of the Service Provider instituting insolvency proceedings or has insolvency proceedings involuntarily instituted against it, this Agreement shall immediately terminate.

10 CESSION, DELEGATION OR ASSIGNMENT

10.1 The Service Provider may not, without the prior written consent of the Department, cede, delegate or assign any of its rights or obligations in terms of this Agreement.

10.2 The Service Provider shall not be relieved or excused of any responsibility, liability or obligation In terms of this Agreement by the appointment of any third party.

10.3 The Service Provider shall remain liable to the Department for the pricing, performance, acts, defaults, omissions, breaches and negligence of all third parties engaged by the Contractor.

10.4 All references in this Agreement to any act, default, omissions, breach or negligence of the Service provider shall be construed accordingly to include any such act, default, omission, breach or negligence of any such third party.

11 DOMICILIUM CITANDI ET EXECUTANDI

11.1 Except as otherwise provided in this Agreement, the Parties choose domicilium citandi et executandi (“domicilium”) for the purposes of giving any notice, the proof of payment of any sum, proof of receipt of any payment and or notices or other documents or communications whatsoever nature, and for any purposes arising from this Agreement at the addresses set out below:

The Department:

Physical

8th Floor
 Dukumbana Building
 Bhisho
 5606

Postal

Head of Department
 DOA
 Private Bag x 0040
 Bhisho
 5606

Contact Person: Mrs. S. Mzantsi
 E-mail Address: sibongile.mzantsi@ecagriculture.gov.za
 Cellular Phone: 082 386 0785 / 040 602 5154

The

.....

Contact person:

.....

Tel.:; Fax:

Email address:

11.2 Either party may change its domicilium citandi et executandi or its postal address at any time during the currency of this agreement, by furnishing the other party with 14 (fourteen) days written notice of its intention to change such domicilium citandi et executandi or postal address by means of registered mail.

SIGNED AT ON THIS THEDAY OF.....2026

MRS. S. MZANTSI
CFO: Department of Agriculture

AS WITNESSES:

1. [Print Name] SIGNATURE

2. [Print Name] SIGNATURE

AND

.....

SIGNED AT ON THIS THEDAY OF.....2026

SERVICE PROVIDER:

AS WITNESSES:

1. [Print Name] SIGNATURE

2. [Print Name] SIGNATURE

SCHEDULE A

**ADDRESSES:
POSTAL**

1. SERVICE PROVIDER

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

**Telephone Nr.
Email address**

.....
.....

EMPLOYER

**Eastern Cape Department of Agriculture
Private Bag x 0020
BHISHO
5605**

2. Commencement Fee

.....

3. Commencement Date

01/07/2026

4. Termination Date

31/08/2029

5. Review date

01/09/2029

PART C2 – PRICING DATA

C 2.1

Pricing Instructions

EASTERN CAPE PROVINCIAL GOVERNMENT

DEPARTMENT OF AGRICULTURE

BID DOCUMENT FOR SUPPLY AND DELIVERY OF IRRIGATION DESIGN SOFTWARE (MODEL MAKER OR SIMILAR) FOR THE ENGINEERING DIRECTORATE FOR A PERIOD OF 3 YEARS

C2.1 Pricing Instructions

1. GENERAL

The Bill of Quantities forms part of the Contract Documents and must be read and priced in conjunction with all the other documents comprising the Contract Documents, which include the Conditions of Tender, Conditions of Contract, and the Description.

The price shall be annual subscription fees for the number of single user license as described in the pricing schedule. The price shall include the maintenance and technical support for year.

All rates and amounts quoted in the Bill of Quantities shall be in rand and cents and shall include all levies and taxes (other than VAT). VAT will be added in the summary of the Bill of Quantities.

A price or rate is to be entered, in **BLACK INK**, against each item in the Bill of Quantities.

2. CORRECTION OF ENTRIES

Incorrect entries shall not be erased or obliterated with correction fluid but must be crossed out neatly. The correct figures must be entered above or adjacent to the deleted entry, and the alteration must be initialed by the tenderer.

3. ARITHMETICAL ERRORS

Arithmetical errors found in the Bill of Quantities because of faulty multiplication or addition, will be corrected by the Engineer at the tender evaluation stage, as set out in the Tender Data.

4. UNITS OF MEASUREMENT

The units of measurement described in the Bill of Quantities are metric units for which the standard international abbreviations are used. Non-standard abbreviations that may appear in the Bill of Quantities are as follows:

The units of measurement described in the Bills of Quantities are metric units. Abbreviations used in these Bills of Quantities are as follows:

No. = number

C 2.2

Bill of Quantities

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

NOTE: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED

NAME OF BIDDER:

BID DOCUMENT FOR SUPPLY AND DELIVERY OF IRRIGATION DESIGN SOFTWARE (MODEL MAKER OR SIMILAR) FOR THE ENGINEERING DIRECTORATE FOR A PERIOD OF 3 YEARS

SUMMARY OF PRICING SCHEDULE

Item 1: Supply and delivery of irrigation design software (Model Maker OR SIMILAR) for a period of 3 years commercial Single User annual subscription fee

(including maintenance and technical support, year 1)	R _____
(including maintenance and technical support, year 2)	R _____
(including maintenance and technical support, year 3)	R _____
(Training, year 1 only)	R _____
15% Value Added Tax	R _____
Total Bid Amount	R _____

Total Bid Amount in Words: _____

- Does the offer comply with the specification(s)? *YES/NO

- If not to specification, indicate deviation(s)

- Period required for delivery

- Delivery basis

*Delivery: Firm/not firm

SIGNED: _____ NAME OF SIGNATORY (IN CAPITALS): _____

SIGNED ON THIS THE _____ DAY OF _____ OF THE YEAR 2026

ON BEHALF OF _____

TELEPHONE NUMBER: (_____) _____ FAX NUMBER: (_____) _____

I/we choose domicilium citandi et executandi at
_____ in the Republic of South Africa.

PAYMENT

- Full Payment will be made after the full delivery and signing of the Service Level Agreement according scope of services.
- Payment will only be effected after the Employer's Representative has verified compliance as correct according to specifications.

The bid price shall include full compensation for supply, delivery, maintenance, and technical support for a period of three year as specified.

BILL OF QUANTITIES

BID DOCUMENT FOR SUPPLY AND DELIVERY OF IRRIGATION DESIGN SOFTWARE (MODEL MAKER OR SIMILAR) FOR THE ENGINEERING DIRECTORATE FOR A PERIOD OF 3 YEARS

CONTRACT NO. DO - 25/26-008

Having examined all the documents, I/we bid as follows:

Item No	Description	Qty	Rate	Amount
1	Irrigation Design Software (Model Maker or Similar) Commercial single user annual subscription fee (Year 1)	8		
2	Irrigation Design Software (Model Maker or Similar) Commercial single user annual subscription fee (Year 2)	8		
3	Irrigation Design Software (Model Maker or Similar) Commercial single user annual subscription fee (Year 3)	8		
4	Training (year 1 only)			
5	VAT (15%)			
AMOUNT TAKEN TO PRICING SCHEDULE				

3.1 SCOPE OF SERVICES

Scope of services: Provision of electronic delivery application software "Model Maker" OR SIMILAR commercial single user, and provision of maintenance and technical support for the period one year.

Service Level Agreement to be signed with the successful bidder.

C 4.1

CONDITIONS OF CONTRACT

List of Conditions of Contract

EASTERN CAPE PROVINCIAL GOVERNMENT

DEPARTMENT OF AGRICULTURE

**BID DOCUMENT FOR SUPPLY AND DELIVERY OF IRRIGATION DESIGN SOFTWARE
(MODEL MAKER OR SIMILAR) FOR THE ENGINEERING DIRECTORATE FOR A PERIOD OF
3 YEARS**

- A. GENERAL CONDITIONS OF CONTRACT
- B. SPECIAL CONDITIONS OF CONTRACT

A. GENERAL CONDITIONS OF CONTRACT

The contract shall be governed by the "National Treasury General Conditions of Contract (July 2010). These General Conditions are available for inspection at the offices of the Departmental Dohne Office at Dohne, at Deputy Director Supply Chain Management (SCM).

B. SPECIAL CONDITIONS OF CONTRACT

The Special Conditions of Contract form an integral part of the Contract. The Special Conditions of Contract shall amplify, modify or supersede, as the case may be, the General Conditions of Contract to the extent specified below, and shall take precedence and shall govern. **The following Special Conditions of Contract will apply.**

SECTION	SUBJECT
4. Standards	4.1 The works standards shall confirm to the Scope of Works (Project Particular Specifications)
10. Delivery of works/services	<p>10.1 <i>The Bidder will deliver the Services as requested to the Department as specified in the Scope of works (Project Particular Specifications) at the identified sites.</i></p> <p>10.2 <i>The Bidder will make delivery arrangements with the project leader for inspection of material to confirm compliance and verify the material and counting material.</i></p> <p>10.3 <i>The material will be sorted to the different items and staged for easy counting</i></p> <p>10.4 <i>The Bidder will complete the full project within the time frame stated after order received. (Maximum of 1 months (30 days) allowed to complete)</i></p>
13. Incidental Services	13.1 <i>The Bidder is required to provide any or all of the following services including additional services, if any, as specified in the Scope of Works (Project Particular Specifications)</i>
16. Payment	16.1 Part Payment will be made available after the full delivery of all materials for each site as per items specified in the Bill of Quantities are verified according specifications of each site
17. Prices	17.1 Prices charged by the supplier for services performed under the contract shall not vary from the prices quoted by the supplier in his bid.
21. Delays in the Bidders performance	<p>21.1 Delivery of the services and performance of services shall be made by the Bidder in accordance with the time schedule prescribed in the Bid Rules and Special Conditions of Contract (SCC) clause 10.2 in the contract.</p> <p>21.2 If at any time during performance of the contract, the Bidder or its supplier should encounter conditions impeding timely delivery of the performance of services, the Bidder shall promptly notify the Department in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Bidder's notice, the Department shall evaluate the situation and may at his discretion extend the Bidder'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 Except as provided under GCC Clause 25, a delay by the Bidder in the performance of its delivery obligations shall render the Bidder 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.</p>
22. Penalties	22.1 Subject to GCC Clause 25, if the Bidder fails to deliver any or all 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 the delayed unperformed services using the current prime interest rate calculated for each day of 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 Department, 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 bidder/supplier fails to deliver any or all of the services within the period(s) specified in the contract, or within any extension thereof granted by the Department pursuant to GCC Clause 21.2; (b) if the bidder/supplier fails to perform any other obligation(s) under the contract; or (c) if the bidder/supplier, in the judgment of the Department, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
25. Force Majeure	25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the Bidder/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 bidder/supplier shall promptly notify the Department in writing of such condition and the cause thereof. Unless otherwise directed by the Department in writing, the bidder/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.
23. Termination for insolvency.	26.1 The Department may at any time terminate the contract by giving written notice to the bidder/supplier if the bidder/supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the bidder/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 Department.
30. Applicable law	30.1 The contract shall be interpreted in accordance with South African Laws.
GENERAL ITEMS	<ol style="list-style-type: none"> 1. The bid forms are drawn up so that certain essential information is to be furnished in a specific manner. Any additional particulars shall be furnished in a separate questionnaire or in a separate annexure. 2. The Preference Claim and other relevant forms, attached, shall be completed, signed and submitted with the bid. Documentary proof as substantiation of preferences claimed and to the satisfaction of the Department, should be handed in with the bid. 3. Where items are specified in detail, the specifications form an integral part of the bid document and bidders shall indicate in the space provided whether the items offered are to specification or not. Failure to complete, will automatically disqualify the Bid for any further consideration. 4. In respect of the paragraphs where the items offered are strictly to specification, bidders shall insert the words "as specified". 5. In cases where the items are not to specification, the deviations from the specifications shall be indicated. 6. The bid prices shall be given in the units shown. 7. All prices shall be quoted in South African currency. 8. Delivery basis: <ol style="list-style-type: none"> (a) Supplies which are held in stock or are in transit or on order from South African manufacturers at the date of bidding, shall be offered on a basis of delivery into consignee's store or on his site within the free delivery area of the bidder's centre, or carriage paid consignee's station if the goods are required elsewhere. (b) Notwithstanding the provisions of paragraph 8(a), bid prices for

	<p>supplies in respect of which installation/erection/assembly is a requirement, shall include ALL costs on a basis of delivered on site as specified.</p> <ol style="list-style-type: none"> 9. No bids transmitted by telegram, telex, facsimile or similar apparatus shall be considered. 10. Failure on the part of the bidder to sign this bid form and thus to acknowledge and accept the conditions in writing or to complete the attached forms, questionnaires and specifications in all respects, may invalidate the BID. 11. Bids should be submitted on the official forms and should not be qualified by the bidder's own conditions of bidding. Failure to comply with these requirements or to renounce specifically the bidder's own conditions of bidding, when called upon to do so, may invalidate the bid. 12. The bid forms should not be retyped or redrafted but photocopies may be prepared and used. Additional offers may be made for any item but only on a photocopy of the page in question or on other forms obtainable from the relevant Institution. Additional offers made in any other manner may be disregarded. 13. Black ink shall be used to fill in bids. No unauthorized alteration shall be made to the document. Mistakes made by the Bidders in the completion of the pricing schedule, forms, etc. shall not be erased nor erasing fluid used. A line shall be drawn through the incorrect entry and the correct entry shall be written above and the correction initialed by the Bidders. Bid may also be rejected if they show any additional items not originally included in the Bid documents, conditional or incomplete offers, irregularities of any kind in either the Bid form or the priced schedule, or if the rates and amounts quoted in the schedule are obviously unbalanced and the Bidders, after having been called upon to adjust same in a reasonable manner, fails to do so within a period of seven days of having received notification to that effect. 14. The Bidder shall satisfy himself that the documents received are correct, complete and sufficient to be the basis of a <i>bona fide</i> Bid. Bidders shall check the numbers of the pages and satisfy themselves that none are missing or duplicated. No liability shall be accepted in regard to claims arising from the fact that pages are missing or duplicated. Should a Bidder not accept that the documents issued can form the basis of a <i>bona fide</i> Bid the SCM Unit shall be requested to correct the discrepancy, ambiguity, missing or illegible information prior to the submission of Bid. The submission of a <i>bona fide</i> Bid shall absolve the Employer from any liability whatsoever for any error in a Bid due to the foregoing. 15. The relevant consultant/contractor agrees that should any dispute arise from the contract, the matter shall be submitted to the relevant Bid Adjudication Committee for a ruling and such ruling shall be final. 16. In the event that the bidder is not the actual manufacturer and will be sourcing the product(s) from another company, an unconditional letter (or certificate: confirmation of supply arrangements between the bidder and his/her supplier) from the company(ies)/supplier(s) confirming supply arrangement(s) in this regard, has to accompany the bid at the closing date and time of bid. The said company/supplier must confirm that it has familiarised itself with the item description, specifications and bid conditions and if the bid consist of more than one item, it should be clearly indicated in respect of which item(s) the supportive letter has been issued. It must be indicated in the above-mentioned letter that all financial arrangements with regard to payment between
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	<p>the prospective bidder and manufacturer/company/supplier issuing such a letter has been finalized and terms and conditions mutually agreed upon. Non-compliance with the above-mentioned special conditions would automatically invalidate the bid for such products offered.</p> <p>16.1 Annexure (CERTIFICATE: CONFIRMATION OF SUPPLY ARRANGEMENTS BETWEEN THE BIDDER AND HIS/HER SUPPLIER) must be completed and submitted with the bid/ price quotation on the closing date. Non-compliance with the above-mentioned special conditions would automatically invalidate the bid/ price quotation for such products offered.</p> <p>17. The Bid must be signed by one duly authorized to do so. In the case of a Bid being submitted on behalf of a Company, Close Corporation, Partnership or Joint Venture, such Bid shall be accompanied by a certified copy of a resolution of the Board of Directors of such Company, Close Corporation or other suitable authority in the case of a Partnership or Joint Venture, in terms of which the nominee is authorised to sign on behalf of the business entity.</p> <p>The joint venture documentation is also to clearly state that all its parties will remain severally and jointly bound for the duration of the defects liability period, as well as setting out how matters will be dealt with that may arise as latent defects once the joint venture has dissolved.</p> <p>If due to any unforeseen reasons the joint venture dissolves during the defects liability period, the agreement must clearly state how the liability will be dealt with in terms of honoring all the responsibilities it may still have with regards to the due performance of all contractual issues that could arise.</p> <p>18. These conditions form part of the bid/ price quotation and failure to comply therewith may invalidate a bid/ price quotation.</p>
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