**FREE STATE DEPARTMENT OF AGRICULTURE, RURAL DEVELOPMENT AND ENVIRONMENTAL AFFAIRS**

**CONTRACT: DARD/RFB 13/2024/2025**

**APPOINTMENT OF SERVICE PROVIDER(S) FOR THE SUPPLY OF A NUMBER OF FARM LEVEL FIRE FIGHTING EQUIPMENT AND TRAINING TO THE FREE STATE DEPARTMENT OF AGRICULTURE, RURAL DEVELOPMENT AND ENVIRONMENTAL AFFAIRS**

|  |
| --- |
| **TENDER DOCUMENT** |
| **TENDER CLOSING DATE**17 March 2025 | **NO BRIEFING SESSION** |

|  |  |
| --- | --- |
| **Name of tenderer**  |  |
| **Contact person** |  |
| **Contact number**  |  |
| **Email address**  |  |

|  |  |
| --- | --- |
| **Issued by:** | **Prepared by:** |
| Department of Agriculture, Rural Development and Environmental AffairsGlen Agricultural CollegeChemistry Building 1st FloorGielie Joubert StreetBloemfontein 9301 | Department of Agriculture, Rural Development and Environmental Affairs |

# DOCUMENTS IN THE BID DOCUMENT PACK

Bidders are to ensure that they have received all pages of this document, which consist of the following documents:

* Bid Submission Checklist

**SECTION 1**

* Invitation to Bid (SBD 1)
* Declaration of Interest (SBD 4)
* Preference Points Claim Form in Terms of The Preferential Procurement Regulations 2022 (SBD 6.1)
* Proof of the following documentation will be required:

**Mandatory requirements** (failure to comply with these requirements shall disqualify the bid)

* Tax Compliance Status Pin;
* Proof of registration on the Central Supplier Database (CSD). The Bidders must be registered as a service provider on the Central Supplier Database (CSD).
* Proof of uninterrupted registration with the Fire Fighting Equipment Traders’ Association (FFETA) for at least the last six (6) months.
* Other returnable documents

**SECTION 2**

* Special Conditions of Contract (SCC)

**SECTION 3**

* General Conditions of Contract (GCC)

**Supply Chain Management Enquiries**

Me. S.W. Maliehe

Supply Chain Management

Cell: 065 576 5268

Email: swmaliehe@gmail.com

**Technical Enquiries**

Dr Sapokie Ramorena

Acting Chief Director: Agricultural Development Support and Livelihoods

Cell: 064 5442 5429

Email: ramorenam@dard.gov.za/sbigbravo@gmail.com

**INVITATION TO BID**

1. Bids are hereby invited for mentioned goods/services.
2. Bids must be in sealed envelopes subscribed “Bid No. **DARD/RFB 13/2024/2025 APPOINTMENT OF SERVICE PROVIDER(S) FOR THE SUPPLY OF A NUMBER OF FARM LEVEL FIRE FIGHTING EQUIPMENT AND TRAINING TO THE FREE STATE DEPARTMENT OF AGRICULTURE, RURAL DEVELOPMENT AND ENVIRONMENTAL AFFAIRS**
3. Bids must be addressed to the under mentioned address:

 **Free State Department of Agriculture, Rural Development and Environmental Affairs**

**Supply Chain Management**

 **Private Bag X 02**

 **Bloemfontein**

**9300**

1. All bids must be placed in the bid box not later than **11h00 on 13 March 2025** at the street address mentioned below:

**Free State Department of Agriculture, Rural Development and Environmental Affairs**

**Administration Building**

**Ground floor**

**SCM Component**

**Gielie Joubert Street**

**GLEN**

1. Faxed, emailed or late bid documents will not be considered.

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**Note to tenderers:**

|  |  |
| --- | --- |
| **NO** | **REQUIREMENT** |
| **1** | **SECTION 1** |
| 1.1 | Returnable Documents |
| **2**  | **SECTION 2** |
| 2.1 | Special Conditions of Contract (SCC) |
| **3**  | **SECTION 3** |
| 3.1 | General Conditions of Contract (GCC) |

# SECTION 1

**Free State Department of Agriculture, Rural Development and Environmental Affairs**

Bidders are required to complete the checklist and to submit with their bids. Please note that all the information listed below must be completed in full, where applicable, and be included in the bid.

# List of returnables:

|  |  |  |
| --- | --- | --- |
| **FORM NO** | **FORM NAME** | **COMPLETED?** |
|  | **Company Authority Documents & Resolutions** |  |
| A1 | Certificate of Authority for Signatory |  |
| A2 | Schedule of Addenda to Tender Documents  |  |
| A3 | Schedule of Deviations or Qualifications by Tenderer |  |
| A4 | Tenderer’s Bank Statement or Registered Financial Service Provider Credit letter |  |
| A5 | Joint venture agreement |  |
|  | **Standard Bidding Documents (SBD)** |  |
| SBD 1 | Invitation to bid |  |
| SBD 3.1 | Pricing Schedule – Firm prices |  |
| SBD 4 | Bidder’s disclosure |  |
| SBD 6.1 | Preference points claim form in terms of the Preferential Procurement Regulations 2022. |  |
|  | **Returnable Documents for Compliance Assessment** |  |
| B1 | Registration on National Treasury Central Supplier Database |  |
| B2 | Tax Compliance Status Pin |  |
| B3 | Fire Fighting Equipment Trader's Association (FFETA) Membership Certificate/ Membership Proof |  |
| B4 | Specific goals |  |
|  | **Returnable Documents for Functionality assessment** |  |
| F1 | List of Contractual agreements / appointment letters / reference letters |  |
| F2 | Reference letters |  |
| F3 | Supply agreement(s) or letters. |  |
| F4 | List of wildfire training courses presented |  |
| F5 | Methodology description |  |
| F6 | Free State based |  |
|  | **Returnable Documents pertaining to the Contract** |  |
| SBD 7.1 | Contract form - Purchase of goods/works |  |

**FORM A1 CERTIFICATE OF AUTHORITY FOR SIGNATORY**

*Notes to tenderer:*

1. *The signatory for the tenderer shall confirm his/her authority thereto by attaching on the tendering company’s letterhead a duly signed and dated copy of the relevant resolution of the board of directors/partners.*
2. *In the event that the tenderer is a joint venture, a certificate is required from each member of the joint venture clearly setting out:*
	* *authority for signatory,*
	* *undertaking to formally enter into a joint venture contract should an award be made to the joint venture,*
	* *name of the designated lead member of the intended joint venture, as required by tender condition*
3. *The resolution below is given as an example of an acceptable format for authorisation, but submission of this page with the example completed shall not be accepted as authorisation of the tenderer’s signatory.*
4. *In the event that authorisation is for more than one project, then all projects shall be listed in the copy of the resolution of the Board of Directors/Partners.*

 **By resolution of the board of directors/partners passed at a meeting held on**…………………………………………

Mr/Ms………………………………………………………………………………………………………….whose signature appears below, has been duly authorised to sign all documents in connection with the tender for contract no. DARD/RFB 13/2024/2025: APPOINTMENT OF SERVICE PROVIDER(S) FOR THE SUPPLY OF A NUMBER OF FARM LEVEL FIRE FIGHTING EQUIPMENT AND TRAINING TO THE FREE STATE DEPARTMENT OF AGRICULTURE, RURAL DEVELOPMENT AND ENVIRONMENTAL AFFAIRS and any contract which may arise therefrom on behalf of (**enter name of tenderer in block capitals**)

…………………………………………………………………………………………………………………………………………………………………….

**SIGNED ON BEHALF OF THE COMPANY**: .............................................................................................

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

**IN HIS/HER CAPACITY AS**:.......................................................................................................................

 **DATE:** ........................................................................................................................................................

 **SIGNATURE OF SIGNATORY**: ................................................................................................................

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **WITNESSES**:  |   | ………………………………………….  |   | ………………………………..  |
|  |  | **SIGNATURE**  |  | **SIGNATURE**  |
|   |   | ………………………………………….  |   | ………………………………..  |
|   |   | **NAME (print)**  |  | **NAME (print)**  |

# FORM A2: SCHEDULE OF ADDENDA TO TENDER DOCUMENTS

*Note to tenderer:*

 *If an addendum containing material amendments is not incorporated by the tenderers in his tender offer, the tender will be declared non-responsive.*

**Record of Addenda to Tender Documents**

|  |
| --- |
| The undersigned 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. |  |  |
| 9. |  |  |
| 10. |  |  |

Attach additional pages if more space is required.

|  |  |  |  |
| --- | --- | --- | --- |
| **Signed** |  | **Date** |  |
| **Name** |  | **Position** |  |
| **Tenderer** |  |

# FORM A3: SCHEDULE OF DEVIATIONS OR QUALIFICATIONS BY TENDERER

|  |  |
| --- | --- |
| **PAGE**  | **DESCRIPTION**  |
|                     |    |

|  |  |
| --- | --- |
| TENDERER'S REPRESENTATIVE |  |
| (Signature)............................................................... | Date..............................................  |

**FORM A4: TENDERER’S REGISTERED FINANCIAL SERVICE PROVIDER LETTER, BANK DETAILS AND/OR CREDIT LETTER**

 *Notes to tenderer:*

1. *The tenderer shall attach to this form a letter (dated less than 3 months prior to the tender closing date) from the bank confirming its account. Tenderers that fail to comply may be declared nonresponsive.*
2. *The tenderer’s banking details, as they appear, shall be completed below.*
3. *In the event that the tenderer is a joint venture enterprise, details of all the members of the joint venture shall be similarly provided and attached to this form.*

The tenderer shall provide the following:

i) Name of account holder: .................................................................................................................

ii) Account number: .............................................................................................................................

 iii) Bank name: ................................................................................................................................

 iv) Branch number: ..........................................................................................................................

v) Bank and branch contact details .....................................................................................................

1. **THREE MONTHS BANK STATEMENT OR CREDIT LETTER**

Bank statement of the most recent three (3) months (signed and/or stamped by the bank with original logo) and Credit letter/rating or letter of intent (signed and/or stamped by the institution with original logo) from a registered financial institution (FSP registration number clearly visible on the document) or evidence of any legal funding instrument which confirms the availability of funds or credit to facilitate the project must be attached to this schedule.

**ATTACH RELEVANT DOCUMENTATION AFTER THIS PAGE.**

**SIGNED BY/ON BEHALF OF BIDDER:**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|   |   |   |   |   |
| **NAME**  |  | **SIGNATURE**  |  | **DATE**  |

# FORM A5: JOINT VENTURE AGREEMENT (*if applicable)*

*Note: In the event of a Joint Venture, attach to this form a signed and properly completed Joint Venture Agreement.*

**IN CASE OF A CONSORTIUM/ JOINT VENTURE/ SUB-CONTRACTOR CONCERN:**

I/we certify that this is a bona fide bid.

I/we also certify that I/we have not done and I/we undertake that I/we shall not do any of the following acts at any time before the hour and date specified for the closure of submission of Bid for this Contract.

1. Fixed or adjusted the amount of this bid by, or under, or in accordance with any agreement or arrangement with any other person outside this consortium/joint venture/sub-contracting;
2. Communicate to a person outside this consortium/joint venture/sub-contracting other than the person calling for these bids, the amount or approximate amount of the proposed bid, except where the disclosure, in confidence, of the approximate amount of the bid was necessary to obtain insurance premium quotations required for the preparation of the bid;
3. Caused or induced any other person outside this consortium/joint venture/sub-contracting to communicate to me/us the amount or approximate amount of any rival bid for this contract;
4. Entered into any agreement or arrangement with any other person outside this consortium/joint venture/sub-contracting to induce him/her to refrain from bidding for the contract, or as to the amount of any bid to be submitted or the conditions on which a bid is made, nor caused or induced any other person to enter to any sub agreement or arrangement; and
5. Officer or paid or given or agreed to pay or given any sum of money or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any bid or proposed bid for this contract, any act or thing of the sort described above.
6. Certified that a joint bank account will be open in the name of the Consortium/Joint/Venture/Sub-Contractor’s Names.

In this certificate, the term “person” includes any persons, body of persons or association, whether corporate or not; and the term “agreement or arrangement” includes any agreement or arrangement, whether formal or informal and whether legally binding or not and the term “person outside this consortium/joint venture/sub-contracting means, when the consortium/joint venture/sub-contracting is a partnership, a person other than a partner or an employee of such partnership, or when the consortium/joint venture/sub-contracting is a company, a person other than a person or company holding shares in the consortium/joint venture/sub-contracting, or any employee of such a person, consortium/joint venture/sub-contracting.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  |   |   |   |   |
| **NAME**  |  | **SIGNATURE**  |  | **DATE**  |

**SBD 1**

**PART A**

**INVITATION TO BID**

|  |
| --- |
| **YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (***NAME OF DEPARTMENT/ PUBLIC ENTITY***)** |
| BID NUMBER: | DARD/RFB 13/2024/2025 | CLOSING DATE: | 13 March 2025 | CLOSING TIME: | 11:00 |
| DESCRIPTION | SERVICE PROVIDER(S) TO SUPPLY OF A NUMBER OF FARM LEVEL FIRE FIGHTING EQUIPMENT AND TRAINING TO THE FREE STATE DEPARTMENT OF AGRICULTURE, RURAL DEVELOPMENT AND ENVIRONMENTAL AFFAIRS |
| **BID RESPONSE DOCUMENTS MUST BE DEPOSITED IN THE BID BOX SITUATED AT *(STREET ADDRESS)*** |
| **Location of tender box:** Admin Building: Ground FloorSCM UnitGielie Joubert StrGlen, 9360 | Administration Building,Gielie Joubert Street, Glen(Mangaung Metro) |
| **BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO** | **TECHNICAL ENQUIRIES MAY BE DIRECTED TO:** |
| CONTACT PERSON | Mr Tsoloane Matshaba | CONTACT PERSON | Dr Sapokie Ramorena  |
| TELEPHONE NUMBER | 066 486 6684 / 078 451 6529 | TELEPHONE NUMBER | 064 542 542 9 |
| FACSIMILE NUMBER | **N/A** | FACSIMILE NUMBER | **N/A** |
| E-MAIL ADDRESS | tsoloanematshaba@gmail.com | E-MAIL ADDRESS | ramorenam@dard.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 [ ]  NODOES THE ENTITY HAVE A BRANCH IN THE RSA? [ ]  YES [ ]  NODOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? [ ]  YES [ ]  NODOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? [ ]  YES [ ]  NOIS 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.**  |

SBD 1

**PART B**

**TERMS AND CONDITIONS FOR BIDDING**

|  |
| --- |
| 1. **BID SUBMISSION:**
 |
| * 1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
	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.**
	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.
	4. **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**
 |
| 1. **TAX COMPLIANCE REQUIREMENTS**
 |
| 1. BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
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.
3. APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE [WWW.SARS.GOV.ZA](http://www.sars.gov.za).
4. BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
5. IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
6. WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
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: ……………………………….

# SBD 3.1

**PRICING SCHEDULE – FIRM PRICES**

**(PURCHASES)**

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

 **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 DARD/RFB 13/2024/2025Closing Time 11:00 Closing date 13 March 2025 |

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

**PROJECT: DISASTER PREPAREDNESS**

| **NO.** | **ITEM DESCRIPTION** | **UNIT** | **QTY** | **RATE** | **BID PRICE IN RSA CURRENCY****(INCLUSIVE OF ALL APPLICABLE TAXES)** |
| --- | --- | --- | --- | --- | --- |
| **1** | **20 l Knapsack fire fighter unit** (See detail specifications Table 1; par. 5 Special conditions of contract) | **Each** | **800** |  |  |
| **2** | **Finger type fire beater** (See detail specifications Table 1; par. 5 Special conditions of contract) | **Each** | **800** |  |  |
| **3** | **Fire rake hoe head and handle similar to Lasher.** (See detail specifications Table 1; par. 5 Special conditions of contract) | **Each** | **800** |  |  |
| **4** | **1000 liter Firefighter** (See detail specifications Table 1; par. 5 Special conditions of contract) | **Each** | **30** |  |  |
| **5** | **Trailed farm Level Firefighting Equipment** (See detail specifications Table 1; par. 5 Special conditions of contract) | **Each** | **30** |  |  |
| **6** | **Basic training to both Extension Officers and Farmers in the region** (See Terms of reference for training; par. 8 Special conditions of contract) | **Prov. sum** | **1** | **R 560 000** | **R 560 000** |
| **7** | **Administrative fee training** | **%** | **560000** | **%** | **R** |
| **TOTAL** (Book over to front page of document) |  |

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

ITEM QUANTITY DESCRIPTION BID PRICE IN RSA CURRENCY

NO. \*\* (ALL APPLICABLE TAXES INCLUDED)

* Required by: ………………………………….

- At: ………………………………….

 ………………………………….

* Brand and model ………………………………….
* Country of origin ………………………………….

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

* If not to specification, indicate deviation(s) ………………………………….

* Period required for delivery ………………………………….

 \*Delivery: Firm/not firm

* Delivery basis ……………………………………

Note: All delivery costs must be included in the bid price, for delivery at the prescribed destination.

\*\* “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

# SBD 4

**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.

1. **Bidder’s declaration**

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest[[1]](#footnote-1) 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**

* + 1. If so, furnish particulars:

………………………………………………………………………………………………..

………………………………………………………………………………………………..

1. **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 consortium[[2]](#footnote-2) will not be construed as collusive bidding.

3.4In 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.

3.5 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.

3.6 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.

* 1. 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**

# 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. 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. **To be completed by the organ of state**

 (*delete whichever is not applicable for this tender*).

1. ~~The applicable preference point system for this tender is the 90/10 preference point system.~~
2. The applicable preference point system for this tender is the 80/20 preference point system.
3. ~~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. Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:
4. Price; and
5. Specific Goals.
	1. **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. 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.
	2. 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.
1. **DEFINITIONS**
2. **“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;
3. **“price”** means an amount of money tendered for goods or services, andincludes all applicable taxes less all unconditional discounts;
4. **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
5. **“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
6. **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).
7. **FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES**
	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:

 80/20 or ~~90/10~~

or

 Where

 Ps = Points scored for price of tender under consideration

 Pt = Price of tender under consideration

 Pmin = Price of lowest acceptable tender

* 1. **~~FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT~~**
		1. **~~POINTS AWARDED FOR PRICE~~**

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

 ~~80/20 or 90/10~~

~~or~~

~~Where~~

 ~~Ps = Points scored for price of tender under consideration~~

 ~~Pt = Price of tender under consideration~~

 ~~Pmax = Price of highest acceptable tender~~

1. **POINTS AWARDED FOR SPECIFIC GOALS**
	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:
	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—
2. 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

1. 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.**

|  |  |  |  |
| --- | --- | --- | --- |
| **The specific goals allocated points in terms of this tender** | **Achievement level** | **Number of points****allocated****(80/20 system)****(To be completed by the organ of state)** | **Number of points claimed (80/20 system)****(To be completed by the tenderer)** |
| Person/s historically disadvantaged on the basis of race. | 100% black ownership | 10 |  |
| 75% - 99% black ownership | 8 |  |
| 60% - 74% black ownership | 6 |  |
| 51% - 59% black ownership | 3 |  |
| 0 - 50% black ownership | 0 |  |
| Person/s historically disadvantaged on the basis of gender. | 100% women ownership | 5 |  |
| 75% - 99% women ownership | 3 |  |
| 60% - 74% women ownership | 2 |  |
| 51% - 59% women ownership | 1 |  |
| 0 - 50% women ownership | 0 |  |
| Person/s historically disadvantaged on the basis of disability. | 100% owned by persons living with disabilities | 5 |  |
| 75% - 99% owned by persons living with disabilities | 3 |  |
| 60% - 74% owned by persons living with disabilities | 2 |  |
| 51% - 59% owned by persons living with disabilities | 1 |  |
| 0 - 50% owned by persons living with disabilities | 0 |  |
| **TOTAL** | **20** |  |

**DECLARATION WITH REGARD TO COMPANY/FIRM**

* 1. **Name of company/firm**………………………………………………………………
	2. **Company registration number**: ……………………………………………………
	3. **TYPE OF COMPANY/ FIRM [TICK APPLICABLE BOX]**

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

* 1. 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:
1. The information furnished is true and correct;
2. The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
3. 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;
4. 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 –
	1. disqualify the person from the tendering process;
	2. recover costs, losses or damages it has incurred or suffered as a result of that person’s conduct;
	3. 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;
	4. 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
	5. forward the matter for criminal prosecution, if deemed necessary.

……………………………………….

**SIGNATURE(S) OF TENDERER(S)**

**SURNAME AND NAME**: ……………………………………………………….

**DATE:** ………………………………………………………

**ADDRESS**: ………………………………………………………

 ………………………………………………………

 ………………………………………………………

 ………………………………………………………

#

# FORM B1: REGISTRATION ON NATIONAL TREASURY CENTRAL SUPPLIER DATABASE

Tenderers who are not registered on the Central Supplier Database at tender closure will be declared non-responsive. In the case of a Joint Venture or a Targeted Enterprise, a Central Supplier Database Supplier Number must be provided for each member of the Joint Venture or Targeted Enterprise.

**Name of Service Provider**:

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

**Central Supplier Database Supplier Number**: **MAAA**............................................

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  |   |   |   |   |
| **NAME**  |  | **SIGNATURE**  |  | **DATE**  |

# FORM B2: TAX COMPLIANCE

**The Tenderer shall complete the declaration below.**

I, .................................................................................................................................................... (name) the undersigned in my capacity as ............................................................................................ (position) on behalf of ............................................................................................ (name of company)

herewith grant consent that SARS may disclose to the Free State Department of Agriculture, Rural Development and Environmental Affairs our tax compliance status pin.

For this purpose our unique security personal identification number (PIN) is ...........................................

In the event of a joint venture or a Targeted Enterprise each member shall comply with the above requirements.

 **ATTACH VALID TAX STATUS PIN IMMEDIATELY AFTER THIS PAGE.**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  |   |   |   |   |
| **NAME**  |  | **SIGNATURE**  |  | **DATE**  |

# FORM B3: FIRE FIGHTING EQUIPMENT TRADER'S ASSOCIATION (FFETA) MEMBERSHIP CERTIFICATE/ MEMBERSHIP PROOF

***Note to bidder:***

*Non submission will disqualify the bid.*

*Proof in the form of a membership certificate or any other proof of membership must be submitted to substantiate uninterrupted membership of FFETA for at least the last six (6) months.*

**Attach proof at the back of this page.**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  |   |   |   |   |
| **NAME**  |  | **SIGNATURE**  |  | **DATE**  |

# FORM B4: SPECIFIC GOALS

In terms of Regulation 3(1)(b) of the Preferential Procurement Regulations (2022), specific goals based on ownership by historically disadvantaged person(s) is applicable to this tender.

**Note:**

Points will be forfeited if documentary proof as indicated in the last column of the table here below are not attached.

|  |  |  |
| --- | --- | --- |
| **The specific goals allocated points in terms of this tender** | **Number of points****allocated****(80/20 system)** | **Documentary proof to be attached.** |
| Person/s historically disadvantaged on the basis of race. | 10 | BBBEE certificate or Sworn affidavit or ownership certificate issued by the Companies and Intellectual property Commission (CIPC) indicating the level of ownership by persons historically disadvantaged on the basis of race. |
| Person/s historically disadvantaged on the basis of gender. | 5 | BBBEE certificate or Sworn affidavit or ownership certificate issued by the Companies and Intellectual property Commission (CIPC) indicating the level of ownership by persons historically disadvantaged on the basis of gender. |
| Person/s historically disadvantaged on the basis of disability. | 5 | BBBEE certificate or Sworn affidavit or ownership certificate issued by the Companies and Intellectual property Commission (CIPC) indicating the level of ownership by persons historically disadvantaged on the basis of disability. |

In order to claim specific goal points, tenderers must submit valid (original or certified copy) B-BBEE verification certificate issued by a verification agency accredited by the South African Accreditation System (SANAS) (Entities other than EME’s and OSE’s) or a valid sworn affidavit (original or certified copy) completed in the format supplied by Department of Trade, Industry and Competition (DTIC), signed by the EME/QSE representative and attested by a commissioner of oath (EME’s and QSE’s) or an ownership certificate issued by the Companies and Intellectual property Commission (CIPC).

Documentary proof must substantiate the claims in terms of ownership of the relevant categories of historically disadvantaged individuals.

In order to claim the relevant points, attach hereto relevant documentary proof as indicated in column 3 of the table directly above.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  |   |   |   |   |
| **NAME**  |  | **SIGNATURE**  |  | **DATE**  |

# FORM F1: LIST OF CONTRACTUAL AGREEMENTS / APPOINTMENT LETTERS / REFERENCE LETTERS

***Note to bidder:***

*The information supplied will be used to evaluate functionality. Non submission will influence the functionality score negatively.*

***Lists of Completed Contracts over the last five (5) years to be submitted in Table below.***

*Bidders must familiarise themselves with the evaluation criteria and submit a list of completed contracts to support the allocation of points.*

*The list of completed contracts must be supported with contractual agreements or appointment letters or reference letters (see next form) which must be attached directly after this page (or the next in case of reference letters). A listed contract which is not substantiated with evidence will not be considered in the evaluation of functionality.*

**List of Previous and Completed contracts**

 **NAME OF COMPANY: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

| **PROJECT/EMPLOYER****(Name, Tel. No)**  | **NATURE OF CONTRACT** | **VALUE OF CONTRACT** | **YEAR OF COMPLETION** |
| --- | --- | --- | --- |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  |   |   |   |   |
| **NAME**  |  | **SIGNATURE**  |  | **DATE**  |

# FORM F2: REFERENCE LETTERS

*Note to tenderer:*

* *The tenderer must submit this form for preferably for each relevant project given under project reference.*
* *Letter to be on Client’s letterhead stating the following:*

Department of Agriculture, Rural Development and Environmental Affairs

Glen Agricultural College

Chemistry Building 1st Floor

Gielie Joubert Street

Bloemfontein

9301

ATTENTION: Procurement Department

 **REFERENCE LETTER FOR PAST PERFORMANCE RELATED TO ……………….** *(insert project number)* **FOR THE ………………………………………………………………..** *(insert project description)*

This letter serves to confirm that ……………………. *(insert name of tenderer)* completed the subject project to the value of R……………… *(insert value of project)* on …………………… *(insert date)*.

Rate the performance of the tenderer for the reference project on the table below:

**Rating**

**Poor**

**Adequate**

**Good**

**Excellent**

Client score

1

3

4

5

Mark the relevant

box with “x”

Were the quality /specifications complied with?

YES / NO\*

\* If no, please

furnish details: …………………………………………………………………………………………

…………………………………………………………………………………………………………………………….

Will you recommend this supplier to anyone without reservations? YES / NO

Any enquiries relating to this project can be addressed to ……………….. *(insert the name, contact number and e-mail address of reference)*.

 Signed by: ………………………………………………

 ……………………………………………… …………………………..

 (Print Name of signatory) Date

 Designation of signatory: ………………………………………….

# FORM F3: SUPPLY AGREEMENT(S) WITH REPUTABLE FIRE/AGRICULTURAL EQUIPMENT SUPPLIERS / RETAILERS OR LETTER FROM PROSPECTIVE SUPPLIER WHO IS AN AGRICULTURAL INPUT AND/OR FIRE EQUIPMENT SUPPLIER / RETAILER

**Notes:**

1. Attach, to this page,
	1. Intention to supply agreements with fire/agricultural equipment suppliers / retailers for the supply per item(s) of firefighting equipments as listed in the scope, in order to claim points under functionality and/or;
	2. a letter from the prospective supplier (where a third party is not involved) to confirm the item(s) being supplied as a fire related equipment supplier/retailer.
2. The agreement and/or letter must indicate the different items (named according to the items as listed in Table 1 (Special conditions of contract) and the delivery timeframe per item if different for different items, if not then indicate all items and the delivery timeframe. Delivery timeframes should be quoted on all items of firefighting equipment to be supplied.
3. The agreement and/or letter must indicate the specifications of the intended item to be supplied as confirmation of satisfying the minimum specifications required.
4. It is important to note that suppliers will be held accountable for the delivery timeframes quoted, if appointed.
5. It is further important to note that if a certain item or items is not listed as part of evidence for claiming of functionality points, it does not exempt the supplier from delivering those items, if appointed.

**SIGNED BY/ON BEHALF OF BIDDER:**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  |   |   |   |   |
| **NAME**  |  | **SIGNATURE**  |  | **DATE**  |

# FORM F4: LIST OF WILDFIRE TRAINING COURSES PRESENTED

Bidders must provide proof of capacity to deliver training as per the specifications (See par. 8 under Special conditions of contract).

The information supplied will be used to evaluate functionality. Non submission will influence the functionality score negatively.

**Notes:**

1. Attach, to this page,
	1. Where training must be outsourced to a third party: Intention to supply training agreements with training providers who are knowledgeable and skilled and have a tract record of training with specific reference to the combatting of Wildfires, must be attached. Proof to substantiate the track record of the training provider must be attached to the supply training agreement;
	2. Where internal training capacity exists: Proof to substantiate a tract record of training with specific reference to the combatting of Wildfires must be submitted;
	3. A short CV, indicating the highest qualification and relevant experience of the trainer(s) must be attached, with an accreditation certificate of the trainer attached.
2. Only training events relevant to the control of wildfires will be accepted as evidence.
3. A listed event which is not substantiated with evidence will not be considered in the evaluation of functionality.

**List of relevant Wildfire training courses presented in the last three (3) years.**

 **NAME OF COMPANY: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

| **TRAINING EVENT** | **TRAINER NAME AND COMPANY/ INSTITUTION/ ORGANISATION** | **TRAINING CONTENT** | **YEAR PRESENTED** |
| --- | --- | --- | --- |
|  |   |  |   |
|  |   |  |   |
|  |   |  |   |
|  |   |  |   |
|  |  |  |  |
|  |  |  |  |

**SIGNED BY/ON BEHALF OF BIDDER:**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  |   |   |   |   |
| **NAME**  |  | **SIGNATURE**  |  | **DATE**  |

# FORM F5: METHODOLOGY DESCRIPTION

*Note to Tenderer:*

*Attach hereto your methodology description on how your company will execute the project.*

*(This should not be more than 5 pages)*

Refer to Table 2: Functionality schedule for minimum scope description.

A sufficient methodology description will discuss methodology to deliver products that is of good consistent quality and according to the specifications provided in compliance with any legislative requirements. It will further describe its supply strategy and logistical arrangements to ensure adherence to delivery timeframes and ability to deliver on all items, with an indication of emergency plans in place to deal with unforeseen circumstances. It will further provide details on the basic firefighting training and equipment demonstration to be provided in terms of the contents and how it will be delivered in adherence to the minimum specifications for training to be provided.

An excellent methodology description will go above and beyond that of a sufficient description in, amongst others, identification of extra-ordinary measures and innovative means/approaches to adhere to the delivery of products that is of good consistent quality and according to the specifications provided in compliance with any legislative requirements. It will further talk to delivery methodology which will assist in the process of further distribution of packages to beneficiaries and not just talk to but what is proposed should be practical and enhancing the process. The delivery of the contract will be closely audited and therefore an excellent description will also discuss ways and means to facilitate a water tight auditable paper trail.

**SIGNED BY/ON BEHALF OF BIDDER:**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  |   |   |   |   |
| **NAME**  |  | **SIGNATURE**  |  | **DATE**  |

# FORM F6: FREE STATE BASED

*Note to Tenderer:*

*Attach hereto evidence (Municipal rates and / or valid lease agreement with landlord’s municipal rates not older than 3 months) as indicated in the Functionality assessment confirming the contractor has an established office situated in the Free State.*

**SIGNED BY/ON BEHALF OF BIDDER:**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  |   |   |   |   |
| **NAME**  |  | **SIGNATURE**  |  | **DATE**  |

**SBD 7.1**

# CONTRACT FORM - PURCHASE OF GOODS/WORKS

**THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SUCCESSFUL BIDDER (PART 1) AND THE PURCHASER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SUCCESSFUL BIDDER AND THE PURCHASER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.**

# PART 1 (TO BE FILLED IN BY THE BIDDER)

1. I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to (name of institution)………..…………………………. in accordance with the requirements and specifications stipulated in bid number………..……….. at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the purchaser during the validity period indicated and calculated from the closing time of bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
3. Bidding documents, *viz*
* Invitation to bid;
* Proof of tax compliance status;
* Pricing schedule(s);
* Technical Specification(s);
* Preference claim form for Preferential Procurement in terms of the Preferential Procurement Regulations;
* Bidder’s Disclosure form;
* Special Conditions of Contract;
1. General Conditions of Contract; and
2. Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfilment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. **I confirm that I am duly authorised to sign this contract.**

**WITNESSES**

1 …….……………

1. ……………………

DATE: …………………….

**NAME (PRINT)**  ………………………………………….

**CAPACITY** ………………………………………….

**SIGNATURE** ………………………………………….

**NAME OF FIRM** ………………………………………….

**DATE** …………………………………………..

**SBD 7.1**

**CONTRACT FORM - PURCHASE OF GOODS/WORKS**

# PART 2 (TO BE FILLED IN BY THE PURCHASER)

1. I……………………………………………. in my capacity as………………………………………………….

accept your bid under reference number ………………dated……………………for the supply of goods/works indicated hereunder and/or further specified in the annexure(s).

1. An official order indicating delivery instructions is forthcoming.
2. I undertake to make payment for the goods/works delivered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice accompanied by the delivery note.

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| ITEM**NO.** | **PRICE (ALL APPLICABLE TAXES INCLUDED)** | BRAND | **DELIVERY PERIOD** | **TOTAL PREFERENCE POINTS CLAIMED** | **POINTS CLAIMED FOR EACH SPECIFIC GOAL** |
|  |  |  |  |  |  |

4. I confirm that I am duly authorized to sign this contract.

**SIGNED AT ………………………………………ON…… THIS DAY ……………… OF …………………….2025**

**NAME (PRINT) …………………………………….**

**SIGNATURE …………………………………….**

**WITNESSES**

1. ………………………..
2. ………………………..

**DATE** ………………………

**OFFICIAL STAMP**

# SECTION 2

# SPECIAL CONDITIONS OF CONTRACT

**APPOINTMENT OF SERVICE PROVIDER(S) FOR THE SUPPLY OF A NUMBER OF FARM LEVEL FIRE FIGHTING EQUIPMENT AND TRAINING TO THE FREE STATE DEPARTMENT OF AGRICULTURE, RURAL DEVELOPMENT AND ENVIRONMENTAL AFFAIRS**

# INTRODUCTION

South Africa has the largest agricultural land on the African continent. As of 2020, the country's agricultural land amounted to over 96 million hectares, representing almost 80 percent of the total land area. Of those, around 87 percent were classified as land under permanent meadows and pastures, while nearly 12.5 percent of the agricultural land was arable land. However, agriculture only contributed 2.8 percent of the GDP in 2022. This share was among the lowest in Africa, with the economy being more service oriented.

The agricultural sector remains a key contributor to employment, not only at primary level, but both downstream and upstream. Agriculture accounts for 90% of land use in the Free State. Field crops yield almost two-thirds of the gross agricultural income of the province whilst animal products contribute a further 30%, with the balance generated by horticulture. The agricultural sector in the Free State can best be explained by the following indicators:

* Cultivated land covers about 32 000 square kilometres and natural veld and grazing a further 87 000 square kilometres;
* Field crops account for almost two-thirds of gross agricultural product;
* Free State farmers produces about 52,28% of the total national white maize production used mainly for human consumption with 34% of yellow maize produced mainly for animal feed.
* The province is the biggest contributor to sunflower seed and soya bean crops in the country.
* Animals contribute a further 30% of the Free State gross agricultural product whilst the balance is generated by horticulture and
* Free State commercial farmers account for approximately 90% to 95% of all locally produced food.

The sector in the province is arguably one of the largest contributors of employment.

# BACKGROUND

The South African agricultural sector is one of the world’s most diverse, consisting of corporate and private intensive and extensive animal and crop farming systems, including vegetable, fruit, nuts and grain production. The well-developed commercial farming in South Africa is the backbone to the country’s agricultural economy. The contribution of this sector to the Free State economy cannot be underscored.

Unfortunately, in recent years the Free State has grappled with climatic disaster episodes, exacerbating the outbreaks of animal diseases like Avian Influenza and African Swine Fever. These outbreaks not only pose significant threats to animal health and welfare but also inflict substantial economic repercussions on local farmers. The stringent control measures required to contain these diseases often lead to livestock culling, movement restrictions, and trade disruptions, causing profound distress within the agricultural community. Moreover, the impact extends beyond the farm gates, as the agricultural sector heavily relies on revenue generated from foreign export markets, which are jeopardised by these outbreaks. Therefore, addressing biosecurity risks and bolstering disease prevention and surveillance measures remain paramount for safeguarding both animal and economic well-being and public health in the Free State.

Compounding the problem further has been the proliferation of veld fires during the current fire season that started on the 7th July 2024 in the Eastern Free State (Clarens) and the most recent 25 November 2024 that claimed over 5100 hectares of grazing land as well as another fire on Friday, 6th December 2024 in Botshabelo and Thaba-Nchu that affected 2500 hectares of grazing. Assessments of these veld fires in terms of origin and control revealed a number of disturbing issues ranging from negligence, sabotage, Eskom lines and human error as causes and on the control side it became apparent that the lack of fire belts, poor participation/association of farmers with Fire Protection Associations (FPAs), absence of basic firefighting equipment at farm level, the lack of resources or withdrawal of such from the Working on Fire (WoF) teams and lack of basic firefighting training as contributing factors to the inefficient control of veldfires.

# FUNDING

FSDARDEA has an estimated annual voted budget of approximately R6 million to support disaster affected farmers. These funds have proved to be too little in the past to cover majority of cases in support of these farmers who commonly suffer from veld fires annually. To this extent, additional funds have been sought to address some of the weaknesses identified during veld fire assessments.

# SCOPE OF DELIVERABLES

1. The scope of deliverables is as indicated in par. 5.
2. Items indicated in the scope are supported by pictures for ease of reference but does not necessarily mean that the colour will be the same.
3. Basic fire-fighting training specifically related to combatting wildfires and including the demonstration of the equipment supplied must be provided in a one (1) day course to Extension officers and farmers per district.
4. The fire-fighting training should specifically address challenges of fighting “veld fires” characterised by fast moving flames through dry grasslands.

# TYPE OF SUPPORT TO BE PROVIDED

Support will be provided based on the five (5) fire-fighting items as listed in **Table 1** below.

**TABLE 1: FIREFIGHTING EQUIPMENT TO BE SUPPLIED**

|  |  |  |
| --- | --- | --- |
| **Items** | **Specification / Comment on Item** | **PICTURE**  |
| **Item 1:**20 l Knapsack fire fighter unit similar to IMVUBU / HIPPO F | **Specification****Description:** Backpack spray to make fire paths.**Material:** Manufactured from durable rotomolded linear medium density Polyethylene.**Pump:** Double action (push/pull) handpump**Capacity:** 20 liter**Weight:** < 4 kg empty**Demonstration:** Operation and maintenance of the unit to be demonstrated upon delivery.**Comment**This unit is widely used in forestry it is not very elegant but is effective, extremely strong and spares are cheap and readily available. This is a locally manufactured product. |  |
| **Item 2:**Finger type fire beater | **Specification****Description:** Solid reinforced finger type rubber head bolted to a 1.5 m long aluminium handle for fire beating**Handle:** Aluminium 1.5 m x 20 mm Ø**Beater:** Industrial grade split conveyor belt, Finger type. 300 mm x 500 mm**Head****Connection****to handle:** Beater bolted onto an aluminium bracket able to withstand repeated use.**Demonstration:** Operation and maintenance of the unit to be demonstrated upon delivery.**Comment**There are numerous fire beaters on the market, but this specific design is also widely used by forestry. The steel frame and aluminium handle ensures that the tool remains effective and do not break unlike wooden handle units. This is a locally manufactured product. |  |
| **Item 3:**Fire rake hoe head and handle similar to Lasher. | **Specification:****Description:** Clear fuel brakes and mop up a fire. Useful to turn over burning material.**Handle:** Wooden handle; 1.6m x 32 mm Ø**Head:** Blade width 270 mm; Hardened and tempered steel with riveted metal socket for handle. Epoxy powder coated finish.**Demonstration:** Operation and maintenance of the unit to be demonstrated upon delivery.**Comment:**Although it has a wooden handle this tool rarely breaks even under heavy use. When used correctly the rake-hoe is a multifunction tool and spare handles are easily obtained. This is a locally manufactured product. |  |
| **Item 4:****A new 1000 liter Firefighter** | **As per detailed specifications by professional manufacturers meeting below minimums:*** 1000L Horizontal tank
* 2.5Bar centrifugal pump (34 800lt/h)
* 5 HP petrol engine
* 4m x 50mm Heliflex suction hose with filter
* 20m x 20mm fire resistant outlet hose
* Spray nozzle
* Heavy duty steel hose reel
* All fittings & pipework installed

**General specifications:*** The fire fighter must carry a one (1) year warranty.
 |  |
| **Item 5:****New trailed Farm Level Firefighting Equipment** | **As per detailed specifications by professional manufacturers meeting below minimums:****1000l Trailed Fire Fighter Specifications:*** 1000L Horizontal tank
* 7.0 Bar centrifugal pump (20 000lt/h)
* 7.0HP petrol engine
* 4m x 50mm Heliflex suction hose with filter
* 3 x 5m x 20mm outlet hose
* 3 x Spray nozzles
* All fittings & pipework installed

**Trailer Specifications:*** Heavy duty
* 1.6T unbraked axles
* 1.6T leaf springs
* 14" commercial wheels
* Jockey wheel

**General specifications:*** The trailed fire fighter should be road worthy complying with the compulsory specification for motor Vehicles of categories 01/02 with all registration documents and licensed in the name of the beneficiary.
* The trailed fire fighter should comply with SANS 11601: 2005 for wheeled fire extinguishers – Performance and Construction.
* Trailed fire fighter must carry a one (1) year warranty.
 |  |

# DELIVERY ADHERENCE

1. All deliveries should be arranged with the FSDARDEA nominated official in advance.
2. All deliveries or dispatches of equipment must be accompanied by a delivery note stating the official order number against which the delivery has been effected together with a confirmation of delivery document as supplied by the Department.
3. The instructions regarding the supply, dispatch and submission of invoices must be strictly adhered to.
4. All invoices must be delivered to the Departmental Offices based on the agreed delivery plan upon appointment as soon as possible to enable payment to be done within 30 days by FSDARDEA. Bidders are requested to take note of section 16.3 of the General Conditions of Contract regarding payments made within 30 days on deliveries.
5. All invoices should include an order number issued to the service provider.
6. Deliveries not complying with the specification will not be accepted and the service provider will return such items at his/her own expense.
7. Bidders are requested to take note of section 22.1 of the General Conditions of Contract regarding late delivery penalties.
8. Deliveries should be done as directed by FSDARDEA and consistent with an agreed delivery plan.
9. Delivery of the complete list of equipment ordered is to be realised or achieved within 14 working days of the date of appointment.
10. Deliveries should be done from Monday to Friday between 8 am and 4 pm unless agreed upon in writing with the Departmental Disaster Project Coordinator.
11. The service provider must provide the Department with a delivery schedule/plan within 5 working days after appointment including the delivery of items as well as training.

# DELIVERY POINTS

1. Delivery points as per Table 1 below in the various districts shall be communicated with the successful service provider based on the agreed delivery plan and methodology.
2. The Departmental Head Office in each of the five (5) districts should be used for calculation of the cost of delivery which should be included in the price per item as an all-inclusive price.

**Table 2: Delivery points per item**

|  |  |  |
| --- | --- | --- |
| **Items** | **Delivery points and (no.) of packages** | **Remarks** |
| **1** | **20L Knapsack fire fighter unit similar** | Items must be delivered to delivery points (Departmental Head offices in the five (5) districts) as complete package for beneficiaries.Delivery plan to be submitted to the Department in advance (See point 5(k): Delivery adherence) and communicated with the Department to synchronize deliveries with distribution to beneficiaries and training of Extension officers and Farmers. |
| As per approved delivery plan  |
| **2** | **Finger type fire beater** |
| As per approved delivery plan |
| **3** | **Fire rake hoe head and handle** |
| As per approved delivery plan |
| **4** | **1000 litre Firefighter** | Items must be delivered to delivery points (Departmental Head offices in the five (5) districts) as complete package for beneficiaries.Delivery plan to be submitted to the Department in advance (See point 5(k): Delivery adherence) and communicated with the Department to synchronize deliveries with distribution to beneficiaries and training of Extension officers and Farmers. |
| As per approved delivery plan |
| **5** | **Trailed Farm Level Firefighting Equipment** |
| As per approved delivery plan |

# TRAINING

## Course format and duration

1. Training must be through a one-day workshop-based training that includes a practical training component.
2. Participants successfully completing the course must be entered into a training register database and issued with an attendance certificate.
3. The course must be presented by a person(s) who is knowledgeable with regards to wildfires, have the necessary skills and have a track record of training in the field of wildfires.

## Minimum course contents

The course must give participants a reasonable understanding of:

1. Personal Risks Associated with Veld Fires
2. Veld Fire Awareness and Prevention
3. The National Veld and Forest Fire Act: Legal Framework for firefighting
4. Structure of Wildfires
5. Basic Wildfire Behaviour
6. Wildfire Suppression Tools and Equipment
7. Fine and Medium Fuel Suppression Techniques and Tactics
8. Fire-Line Safety

## Expected outcomes

1. Participants completing the course must be informed and have a reasonable understanding of the risks and impact associated with the uncontrolled spread of wildfires.
2. Participants must be informed on how to safely participate in the suppression of fires in fuel environments commonly found in central South Africa (Free State) as part of a team.

# ACCEPTANCE OF BIDS

1. No fronting allowed.
2. The FSDARDEA reserves the right to appoint more than one (1) service provider for the delivery of different items.

# SERVICE LEVEL AGREEMENT

A contract and appointment letter will be prepared for successful bidder (service provider).

# CONTRACT MANAGEMENT

1. It is anticipated that FSDARDEA will meet with the service provider after appointment to discuss and agree upon the finer details of delivery of the contract.

# DECLARATION

## Where a Shareholder/ Member/ Individual/ Director has an interest in any other company that is participating in this bid, they must disclose taking into consideration the provisions of SBD4 and failure to do so will result in disqualification.

## Shareholder/Member/Individual/Director will not be allowed to represent/bid for more than one (1) business, where a Shareholder/Member/Individual/Director has an interest in any other company that is participating in this bid, he/she must disclose. Failure to do so will result in FSDARDEA considering one offer. The Shareholder/Member/Individual/Director must then indicate which business is represented in this bid.

## Failure to comply with the above will disqualify your bid.

# FEE STRUCTURE / PRICING SCHEDULE

## All prices must be furnished in RSA currency, including VAT.

## Where any item or part thereof is imported, the rate of exchange issued by the Reserve Bank for the specific currency at 12:00 on the date of advertisement of the bid must be used to convert the imported portion of the price to RSA currency.

## In order to evaluate all bids on the same basis, bidders are to complete the fee structure/pricing schedule (SBD3.1) in full.

## Prices will be fixed for the duration of the contract.

## The Department shall have the right to appoint more than one service provider.

## A provisional sum of R 560 000 has been provided for in the pricing schedule in order to cover the cost of training.

## Bidders are required to insert the percentage charged as an administrative fee for training in the “Rate” column for the item “Administrative fee training” in the pricing schedule and calculate the amount of the administrative fee by multiplying the amount in the “quantity” column with the percentage mark-up. The calculated amount must be inserted in the “Bid price in RSA currency (inclusive of all applicable taxes)” column next to the relevant description.

Example: Administrative fee training with a mark-up percentage of 5% then R 560 000 x 5% = R 28 000.00 (insert R 28 000.00 in the amount column)

## Failure to complete the pricing schedule in full will disqualify the bid.

# PERIOD OF CONTRACT

## The contract will run from the contract signing date until final delivery and payment.

# BRIEFING SESSION

No briefing session will be held.

# SUBMISSION OF BID DOCUMENT/S

Completed bid documents should be sealed, clearly marked **DARD/RFB 13/2024/2025** and deposited in the bid box at the address stated in the invitation on or before 11:00 on Thursday, 13 March 2025 which is accessible Monday to Friday at Admin Building on the Ground Floor, Glen. Bidders are to ensure that all mandatory documents as well as all pages of the tender document are attached.

# OPENING OF THE BID BOX

## Bid documents will be opened publicly immediately on closing date and time stipulated. No faxed and e-mailed bids will be accepted. Bids delivered after the above-mentioned stipulated time and date will not be considered.

# COMPILATION OF DOCUMENTS

All documents should be completed with black ink on the date and time of submission.

Kindly take note of the following attached documentations:

**Section 1:** Standard Bidding Documents

**Section 2:** Special Conditions of Contract

**Section 3:** General Conditions of Contract

# EVALUATION PROCESS

## The evaluation process comprises the following phases:

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Phase I** | **Phase II**  | **Phase III**  | **Phase IV**  | **Phase V**  | **Phase VI** |
| Administrative compliance  | Functionality requirements  | Price and Specific goals | Recommendation and Awarding  | Negotiations  | Signing of letters of acceptance and contracts  |
| Compliance with **Mandatory** Bid Requirements **Mandatory** 1. Tax Compliance Status Pin;
2. CSD registration
3. Uninterrupted registration with the Fire Fighting Equipment Traders’ Association (FFETA) for at least the last six (6) months.

**Verification of returnable documents:**1. During this evaluation phase compliance in terms of all applicable returnable documents will also be verified.
 | Bids will be assessed to verify bidder’s capability and ability to execute the contract based on the functionality assessment. | Bids are evaluated in terms of the 80/20 preference system with 80 the maximum points allocated for price and 20 points the maximum points allocated for specific goals. | Recommendation and appointment of bidders.  | Bids will be negotiated. | Service Providers will be requested to sign contracts and other important documents for the contract. |

## PHASE I: Administrative Compliance

During this phase Bidders’ response will be evaluated based on the **mandatory** requirements indicated hereunder. This phase is not scored and Bidders who do not submit acceptable tenders by failing to comply with all the mandatory criteria and conditions will be disqualified.

### CENTRAL SUPPLIER DATABASE

 The Bidders must be registered as a service provider on the Central Supplier Database (CSD). If you are not registered proceed to complete the registration of your company prior to submitting your proposal. Refer to https://secure.csd.gov.za/ to register your company. Ensure that all documentation on the database is updated and valid.

A Central Supplier Database Registration Report and not Registration Summary Report for preferably a month prior to the closing date must be submitted by bidders.

1. Are you a registered supplier on the Government’s Central Supplier Database (CSD)? (Yes/No)
2. Complete your registered CSD vendor number on the checklist.
3. Provide CSD registration report inclusive of the CSD Registration Number.
4. Valid Tax Clearance Certificate or Tax Compliance Status pin
5. Bidders must ensure that their tax information on Central Supplier Database (CSD) is in good standing and submit a valid Tax Clearance Certificate or valid tax compliance status pin.

### Tax Compliance

Bidder(s) must be compliant when submitting a bid to the Free State Provincial Government and remain compliant for the entire contract terms with all applicable tax legislation, including but not limited to the Income Tax Act, 1962 (Act No.58 of 1962) and Value Added Tax Act 1991 (Act No.89 of 1991).

It is a condition of this bid that the tax matters of the successful bidder be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder’s tax obligations at the point of awarding.

The Tax Compliance status requirements are also applicable to foreign bidders/individuals who wish to submit bids.

### Registration with the Fire Fighting Equipment Traders’ Association (FFETA)

Proof in the form of a membership certificate or any other proof of membership must be submitted to substantiate uninterrupted membership of FFETA for at least the last six (6) months.

### Consortia/Joint Ventures/Sub-contractors

Where Consortia/Joint Ventures/Sub-contractors are involved, each party must be registered on the CSD and their tax compliance status will be verified through the CSD.

In bids where consortia/joint ventures / sub-contractors are involved, each party must submit a separate tcs certificate/pin/csd number.

## PHASE II: Functionality

### Functionality Evaluation as per the Special Conditions of Contract

Functionality will be evaluated on the basis of the responses on the Functionality schedule and supporting documentation supplied by the Bidders as per Table 3.

**Table 3: Functionality schedule**

|  |  |  |  |
| --- | --- | --- | --- |
| **CRITERIA** | **GUIDELINE FOR EVALUATION CRITERIA APPLICATION** | **MEANS OF VERIFICATION** | **POINTS** |
| **PERFORMANCE****CAPACITY** | Bidders to provide proof of current capacity and ability to supply and deliver firefighting equipment to the sector. | Specify when, where, and for which institutions the service was rendered in the last 5 years. Provide proof of contractual agreements or appointment letters or reference letters which must include the following information:* contactable reference
* date of appointment

(See Form F1 and F2 under returnable documents) |  | **15** |
| 0 appointment letters | 0 |
| 1 appointment letter | 5 |
| 2 - 5 appointment letters | 10 |
| >5 appointment letters | 15 |
| **DELIVERY CAPACITY: LOGISTICS** | Bidders must provide proof of capacity to deliver firefighting equipment within delivery timeframes. | Delivery agreement(s) with reputable equipment suppliers or a letter from the supplier confirming delivery timeframes quoted.**Note:** Suppliers will be held accountable on the delivery timeframes supplied for the allocation of points in this category of functionality.(See Form F3 under returnable documents) |  | **15** |
| No agreement or letter | 0 |
| Agreement or letter with delivery timeframes confirmed as for more than six (6) weeks. | 5 |
| Agreement or letter with delivery timeframes confirmed as between two (2) and six (6) weeks. | 10 |
| Agreement or letter with delivery timeframes confirmed less than two (2) weeks. | 15 |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **TRAINING CAPACITY** | Bidders must provide proof of capacity to deliver training as per the specifications (See par. 8 under Special conditions of contract) | Proof of training provided in the last three (3) years indicating the event, trainer name and company/ institution/ organisation, training content and year.OrIntention to supply training agreement(s) with training providers who are knowledgeable and skilled and have a tract record of training (proof to be submitted as above) with specific reference to the combatting of Wildfires.(See Form F4 under returnable documents) |  | **10** |
| No proof. | 0 |
| One (1) course presented | 2 |
| Two (2) courses presented | 4 |
| Three (3) courses presented | 8 |
| More than three (3) courses presented | 10 |
| **FINANCIAL CAPACITY** | Proof of credit facility or access to finances to facilitate execution of the project within the time period. | Attach proof of financial capacity:* + Credit letter from a registered service provider and/or a credit agreement or equivalent,
	+ Amount that the supplier qualifies for,
	+ Signed or stamped by the institution.

(See Form A4 under returnable documents) |  | **30** |
| < R 400 000 | 0 |
| R 400 000 – R 800 000 | 10 |
| R 800 001 – R 1 200 000 | 20 |
| > R 1 200 000 | 30 |
| **METHODOLOGY** | Provide a description of the intended implementation methodology to ensure compliance to delivery timeframes, product quality and consistency within the legislative requirement of the sector, while adhering to the minimum specifications for training as specified. | Methodology description rubric:**Sufficient**:* Adherence to delivery timeframes
* Product quality assurance
* Product registration requirements
* Emergency plans
* Training delivery

**Excellent**:* Anything above sufficiency
* Extra ordinary measures identified
* Innovative means/approach identified
* Delivery methodology assisting distribution of packages
* Audit paper trail

(See returnable document F5 under returnable documents) |  | **20** |
| No description. | 0 |
| Methodology description will ensure compliance to delivery timeframes, product quality and consistency within legislative requirements **sufficiently.** | 10 |
| Methodology description will ensure compliance to delivery timeframes, product quality and consistency within legislative requirements **excellently** even under unforeseen circumstances. | 20 |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **FREE STATE BASED** | The contractor has an established office situated in the Free State. | Municipal rates and / or valid lease agreement with landlord’s municipal rates not older than 3 months.(See returnable document F6 under returnable documents) |  | **10** |
| No attachment | 0 |
| Yes (Free State based with evidence attached) | 10 |
| **TOTAL** | **100** |

### Bids will be evaluated in terms of the Preferential Procurement Regulation, 2022 and the bid evaluation criteria stipulated in this section.

### Bidders must, as part of their bid documents, submit supportive documentation for all functional requirements as indicated in the Functionality Schedule. The panel responsible for scoring the respective bids will evaluate and score all bids based on their submissions and the information provided.

### The score for functionality will be determined by the Bid Evaluation Committee (BEC) whereby each member will rate each individual criterion or it may be decided to rate bidders collectively by allocating the specified points indicated.

### Functionality scores per criterion will be added. Only Bidders that have met or exceeded the minimum threshold of 70 points for functionality will be evaluated and scored in terms of the pricing and socio-economic goals as indicated in the Special Conditions of Contract.

### Any proposal not meeting the minimum score of 70 points on the technical/functionality evaluation will be disqualified and not be evaluated beyond functionality.

## PHASE III: Evaluation of Price and Specific goals

### Pricing

The pricing schedule and applicable returnable schedules must be completed in full.

### Bids will be evaluated in terms of the new Preferential Procurement Regulation, 2022:

The following formula will be used to calculate the points for price:

Ps = 80 x 

Where

Ps = Points scored for comparative price of bid under consideration

Pt = Comparative price of bid under consideration

Pmin = Comparative price of lowest acceptable bid

### A maximum of 20 points may be allocated to a Bidder for attaining the specific goals as claimed in SBD 6.1.

The specific goals for this project are given in Table 1 of SBD 6.1

### Only Bidders who have completed and signed the declaration part of the preference claim form and who have submitted relevant and valid supporting documentation indicating the level of ownership of the different categories of previously disadvantaged individuals will be considered for preference points.

### Failure on the part of the Bidder to comply with paragraph Error! Reference source not found. above will be deemed that preference points are not claimed and will therefore be allocated a zero (0) under the relevant specific goals.

### The State may, before a bid is adjudicated or at any time, require a Bidder to substantiate claims it has made with regard to preference.

### The points scored for specific goals must be added to the points scored for price and the total must be rounded off to the nearest two decimal places.

### In the event that two or more bids have scored equal total points, the contract will be awarded to the Bidder scoring the highest points in terms of specific goals.

### However, when functionality is part of the evaluation process and two or more Bidders have scored equal points including equal specific goal points, the contract will be awarded to the Bidder scoring the highest for functionality.

### Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

### A contract may, on reasonable and justifiable grounds, be awarded to a bid that did not score the highest number of points.

## Phase IV: Recommendation and Awarding

### Adjudication of the Bids

#### The number/allocation of service providers will be determined by the Accounting Officer. FSDARDEA reserves its right at its sole discretion depending on the strength of each bid and the requirements of the tender to appoint more than one service provider.

#### The Bid Adjudication Committee will consider the recommendations of the Bid Evaluation Committee and make a recommendation to the HOD: FSDARDEA.

### Award of Contract

#### The outcome of the bid will be published in the Provincial Tender Bulletin, e-Tender Portal and other media in which the bid was advertised.

#### FSDARDEA retain the right to appoint more than one service provider.

## Phase V: Negotiations

### The Government reserves the right to negotiated prices with shortlisted bidders in order to arrive at an acceptable flat rate per item.

## Phase VI: Signing of letters of acceptance and contracts

### Contracts and appointment letters will be prepared for service providers who signed letters of acceptance.

# NON-COMMITMENT

## The right is reserved not to accept any of the bid responses submitted.

## The right is also reserved to withdraw or amend any of the bid conditions by notice in writing to all bidders.

# VERIFICATION OF BIDDERS

## At any time after the award and during the execution of the contract, the status of the supplier may be verified. Should a default be detected, the procedure for the restriction of the supplier as stated in SCM Practice Note No. 5/2006 will be followed.

# JOINT VENTURE AGREEMENTS

## Where an entity forms a Joint Venture or a Consortium with another entity and/or other entities, such parties must express in the bid proposal and a JV agreement should be submitted together with the bid.

## Each party to a Joint Venture/ Consortium must submit Tax Compliance Status Pin together with the bid before the closing date and time of bid.

## The joint venture or consortium must comply with Central Suppliers Database (CSD) registration requirements as per National Treasury directive. Kindly complete the attached joint venture returnable document available under returnable documents.

# FRONTING

## The FSDARDEA supports the spirit of broad based black economic empowerment and recognizes that real empowerment can only be achieved through individuals and businesses conducting themselves in accordance with the Constitution and in an honest, fair, equitable, transparent and legally compliant manner. Against this background the FSDARDEA does not support any form of fronting.

## The FSDARDEA, in ensuring that bidders conduct themselves in an honest manner will, as part of the bid evaluation processes, conduct or initiates the necessary enquiries/investigations to determine the accuracy of the representation made in this RFB bid document. Should any of the fronting indicators as contained in the Guidelines on Complex Structures and Transactions and Fronting, issued by the Department of Trade, Industry and Competition, be established during such enquiry / investigation, the onus will be on the bidder to prove that fronting does not exist. Failure to do so by the bidder within a period of fourteen (14) days from date of notification by FSDARDEA may invalidate the bid / contract and may also result in the restriction of the bidder to conduct business with the public sector for a period not exceeding ten (10) years, in addition to any other remedies the FSDARDEA may have against the bidder concerned.

# CONFIDENTIALITY

## FSDARDEA agrees to keep the details of the bidder’s proposal strictly confidential, including but not limited to any financial information provided, and will not disclose the content thereof to any third party, except as required by law.

# AGREEMENTS

## The Service Provider(s) will be expected to sign a contract with FSDARDEA. The contract will be subject to the bid documents, including the General Conditions of Contract (GCC) and Special Conditions of Contract (SCC).

## Should funds no longer be available to pay for the execution of the responsibilities of Bid DARD/RFB 13/2024/2025, the Department may terminate the agreement in its own discretion or temporarily suspend all or part of the services by notice to the successful bidder(s) who shall immediately make arrangements to stop the performance of the services and minimize further expenditure: Provided that the successful bidder(s) shall thereupon be entitled to payment in full for the services delivered, up to the date of cancellation or suspension.

# SETTLEMENT OF DISPUTES

## Notwithstanding clause 27 of the GCC, mediation proceedings will not be applicable to this contract.

# OFFICIALS PROHIBITED FROM SUBMITTING BIDS

## In accordance with regulation 13(c) of Public Service Regulation of 2016, an employee shall not conduct business with any organ of state or be a director of a public or private company conducting business with an organ of state, unless such employee is in an official capacity a director of a company listed in schedule 2 and 3 of the Pubic Finance Management Act.

# VALIDITY PERIOD OF BID AND EXTENSION THEREOF

## The validity (binding) period for the bid will be 120 days from close of bid. However, circumstances may arise whereby the department may request bidders to extend the validity (binding) period.

# ACCEPTANCE OF THE TERMS OF REFERENCE AND GENERAL CONDITIONS OF CONTRACT

## Failure to accept the Terms of Reference and the General Conditions of Contract or any part thereof, may result in the bid not being considered. Bidders may not amend any of the Special Conditions or include their own conditions, as such amendments or inclusions will result in disqualification of the bid.

## The Bidder must complete the Following

 I \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_in my capacity as \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ of the

Company, hereby certifies that I take note and accept the above-mentioned Special Conditions of the Contract.

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 **SIGNATURE CAPACITY**

Contact person of company: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Tel. of company: (\_\_\_\_)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

# APPROVAL OF TENDER DOCUMENT

It is hereby recommended that approval is granted for Tender:
**“DARD/RFB 13/2024/2025: APPOINTMENT OF SERVICE PROVIDER(S) FOR THE SUPPLY OF A NUMBER OF FARM LEVEL FIRE FIGHTING EQUIPMENT AND TRAINING TO THE FREE STATE DEPARTMENT OF AGRICULTURE, RURAL DEVELOPMENT AND ENVIRONMENTAL AFFAIRS**, to be advertised.

|  |  |
| --- | --- |
| **Submitted by:****\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** **Mr. S.W. van der Merwe****Chairperson: Bid Specification Committee****DATE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** | **Supported / Not Supported by****\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** **Mr. T. Matshaba****Director: Supply Chain Management****DATE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |
| **Recommended / Not Recommended by****\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** **Ms. N.L. Mokhatla****CFO****DATE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** | **Approved / Not Approved by****\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** **Mr T. Mabilo** **Acting Head of Department****DATE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |

# SECTION 3

**GOVERNMENT PROCUREMENT**

# GENERAL CONDITIONS OF CONTRACT

|  |
| --- |
| * *NOTES*

The purpose of this document is to:1. Draw special attention to certain general conditions applicable to government bids, contracts and orders; and
2. 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 pluraland 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 provisionsin 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

1. Delivery and document
2. Insurance
3. Transportation
4. Incidental services
5. Spare parts
6. Warranty
7. Payment
8. Prices
9. Contract amendments
10. Assignment
11. Subcontracts
12. Delays in the supplier’s performance
13. Penalties
14. Termination for default
15. Dumping and countervailing duties
16. Force Majeure
17. Termination for insolvency
18. Settlement of disputes
19. Limitation of liability
20. Governing language
21. Applicable law
22. Notices
23. Taxes and duties
24. National Industrial Participation Programme (NIPP)
25. 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. “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. “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.
	2. "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 sub bidders) 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 Bid Bulletin. The Government Bid Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from [www.treasury.gov.za](http://www.treasury.gov.za) |
| **4. Standards** | 4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications. |
| **5 Use of contract documents and information; inspection.** | 5.1 The supplier shall not, without the purchaser’s prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.5.2 The supplier shall not, without the purchaser’s prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier’s performance under the contract if so required by the purchaser.5.4 The supplier shall permit the purchaser to inspect the supplier’s records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser. |
| **6. Patent rights** | 6.1 The supplier shall indemnify the purchaser against all third‑party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser. |
| **7. Performance security** | 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier’s failure to complete his obligations under the contract.7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:(a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser’s country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or(b) a cashier’s or certified cheque7.4 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 bidder shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.* 1. 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.* 1. 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.
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| **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:1. Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and

(ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested. |
| **15. Warranty** | 15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser’s specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier’s risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract. |
| **16. Payment** | 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.16.4 Payment will be made in Rand unless otherwise stipulated in SCC. |
| **17. Prices** | 17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser’s request for bid validity extension, as the case may be. |
| **18. Contract amendments** | 18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned. |
| **19. Assignment** | 19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser’s prior written consent.  |
| **20. Subcontracts** | 20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract. |
| **21. Delays in thesupplier’s performance** | 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract. |
|  | 21.2 If at any time during performance of the contract, the supplier or its subbidder(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier’s notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier’s time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority. |
|  | 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier’s point of supply is not situated at or near the place where the supplies are required, or the supplier’s services are not readily available. |
|  | * 1. 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. Terminationfor 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. |
| **24. Anti-dumping and countervailing duties and rights** | * 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 bidder to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the bidder 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
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| **25. ForceMajeure** | 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. Terminationfor 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.* 1. 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 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** | * 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
	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.
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| **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 Compliance Status Pin, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services. |
| **33.** **National Industrial Participation (NIP) Programme** | 33.1The 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,asamended,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 relationshipand 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 publicsector for a period not exceeding ten (10) years and/or claim damages from the bidder(s) or contractor(s) concerned. |

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. [↑](#footnote-ref-1)
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. [↑](#footnote-ref-2)