



YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE WESTERN CAPE DEPARTMENT OF AGRICULTURE

ENQUIRES/ BID DOCUMENTS:	Ms D Prinsloo	TELEPHONE:	(021) 808 5442
SPECIFICATIONS:	Ms P Pienaar / Mr P de Lange	TELEPHONE:	(023) 414 9204 / (027) 201 3505
BID NUMBER:	Bid 935 – 2025/2026	CLOSING DATE:	21 July 2025
CLOSING TIME:	11:00		
VALIDITY PERIOD:	120 Days		

TO APPOINT A ROTATIONAL SERVICE PROVIDER DATABASE (DATABASE) FOR THE CONSTRUCTION OF FENCES ON FARMS IN WEST COAST AND CENTRAL KAROO DISTRICTS FOR A PERIOD OF 3 YEARS.

The successful bidder will be required to fill in and sign a written Contract Form (WCBD 7).

BID DOCUMENTS MAY BE POSTED TO:

Cape Winelands	Department of Agriculture Private Bag X1 Elsenburg 7607 GPS Co-ordinates: 33.845259 S 18.834722 E OR DEPOSITED IN THE BID BOX SITUATED AT: The Security Gate Muldersvlei Road Elsenburg
West Coast	Pieter de Lange Tel: 027 – 201 3505 Pieter.DeLange@westerncape.gov.za North Street, Vredendal, 7310
Central Karoo	Phyllis Pienaar Tel: 023 - 415 3134 Phyllis.Pienaar@westerncape.gov.za Nr 1, Pieter Jacobs Avenue, Beaufort West, 6970

Bidders must ensure that their proposals are submitted well in advance to reach the Department before the specified bid closing date and time, as late submissions will not be considered.

The bid box will be accessible every day for 24 hours until the specified bid closure date & time, late bid documentation will not be considered.

Please ensure that bids are delivered to the correct address on time. If the bid is late, it will not be accepted for consideration. If you are uncertain about the location of the bid box, please call the responsible official.

COMPULSORY MEETING:

Date: None

Time:

Venue:

PART A INVITATION TO BID

ZERO-TOLERANCE TO FRAUD, THEFT AND CORRUPTION (ANTI-FRAUD, THEFT AND CORRUPTION)

THE WCG IS COMMITTED TO GOVERN ETHICALLY AND TO COMPLY FULLY WITH ANTI-FRAUD, THEFT AND CORRUPTION LAWS AND TO CONTINUOUSLY CONDUCT ITSELF WITH INTEGRITY AND WITH PROPER REGARD FOR ETHICAL PRACTICES.

THE WCG HAS A ZERO TOLERANCE APPROACH TO ACTS OF FRAUD, THEFT AND CORRUPTION BY ITS OFFICIALS AND ANY SERVICE PROVIDER CONDUCTING BUSINESS WITH THE WCG.

THE WCG EXPECTS ALL ITS OFFICIALS AND ANYONE ACTING ON ITS BEHALF TO COMPLY WITH THESE PRINCIPLES TO ACT IN THE BEST INTEREST OF THE WCG AND THE PUBLIC AT ALL TIMES.

THE WCG IS COMMITTED TO PROTECTING PUBLIC REVENUE, EXPENDITURE, ASSETS AND REPUTATION FROM ANY ATTEMPT BY ANY PERSON TO GAIN FINANCIAL OR OTHER BENEFIT IN AN UNLAWFUL, DISHONEST OR UNETHICAL MANNER.

INCIDENTS AND SUSPICIOUS ACTIVITIES WILL BE THOROUGHLY INVESTIGATED AND WHERE CRIMINAL ACTIVITY IS CONFIRMED, RESPONSIBLE PARTIES WILL BE PROSECUTED TO THE FULL EXTENT OF THE LAW.

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)							
BID NUMBER:	935 – 2025/2026	CLOSING DATE:	21 JULY 2025	CLOSING TIME:	11:00		
DESCRIPTION	TO APPOINT A ROTATIONAL SERVICE PROVIDER DATABASE (DATABASE) FOR THE CONSTRUCTION OF FENCES ON FARMS IN WEST COAST AND CENTRAL KAROO DISTRICTS FOR A PERIOD OF 3 YEARS.						
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)							
MULDERSVLEI ROAD (TENDER BOX AT SECURITY GATE)				GPS CO-ORDINATES: 33.845259 S 18.834722 E			
ELSENBURG							
7607							
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO				TECHNICAL ENQUIRIES MAY BE DIRECTED TO:			
CONTACT PERSON	D PRINSLOO			CONTACT	P PIENAAR / P DE LANGE		
TELEPHONE NUMBER	021 808 5442			TELEPHONE	023 414 9204 / 027 201 3505		
FACSIMILE NUMBER	NONE			FACSIMILE	NONE		
E-MAIL ADDRESS	Davita.Prinsloo@westerncape.gov.za			E-MAIL ADDRESS	Phyllis.Pienaar@westerncape.gov.za Pieter.Delange@westerncape.gov.za		
SUPPLIER INFORMATION							
NAME OF BIDDER							
POSTAL ADDRESS							
STREET ADDRESS							
TELEPHONE NUMBER	COD				NUMBER		
CELLPHONE NUMBER							
FACSIMILE NUMBER	COD				NUMBER		
E-MAIL ADDRESS							
VAT REGISTRATION NUMBER							
SUPPLIER COMPLIANCE STATUS	WCS EB		TCS PIN:		AND	CSD No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	[TICK APPLICABLE BOX] Yes No			B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] Yes No		
IF YES, WAS THE CERTIFICATE ISSUED BY A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN NATIONAL ACREDITATION SYSTEM (SANAS)	[TICK APPLICABLE BOX] Yes No						
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT (FOR EMEs& QSEs) MUST BE SUBMITTED TOGETHER WITH A COMPLETED 6.1 IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]							

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS/ SERVICES/ WORKS OFFERED?	Yes ☐ No ☐ [IF YES, ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	Yes ☐ No ☐ [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
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QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS		
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	YES	NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?	YES	NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	YES	NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	YES	NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	YES	NO
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.		

PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION. 1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED – (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT. 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT. 1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (WCBD7).
2. TAX COMPLIANCE REQUIREMENTS
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS. 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS. 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING THROUGH THE WEBSITE WWW.SARS.GOV.ZA . 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE WITH TOGETHER WITH THE BID. 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE AND CSD NUMBER AS MENTIONED IN 2.3 ABOVE. 2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED. 2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."
NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID

THIS BID IS SUBJECT TO THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT:

- Bids must be submitted on the official, original forms—re-typed or altered copies will not be accepted. Only original documents that are fully completed and signed will be considered. Failure to complete and sign all required bidding documents, certificates, questionnaires, and specification forms in full will render the bid invalid. **All forms must be completed using black ink.**
- No bids forwarded by telegram, telex, facsimile are considered, however photo-stat copies or facsimiles which is filled in and signed original will be accepted as valid.
- All bid offers received will be advertised on the Departments website.
<http://www.elsenburg.com/jobs-and-tenders/bid-opening-certificates>
<https://www.etenders.gov.za/>
Bids will be opened after 11h00 on the day of bid closure.
- Compulsory documents such as WCBD 1, WCBD 3, WCBD 4, WCBD 6.1 and BEE Certificate must be valid and all fields to be duly completed for the validity of the bid as stipulated on the bid documents. It will be the bidder's responsibility to ensure that any expired documents to be resubmitted to the department.
If at the Bid Evaluation phase documents were not received bidders will be deemed to be non-compliant and the bid will be passed over for the evaluation purpose.
- All Taxes must be included in the tender price.

Central Supplier Database Registration

As of 1 April 2016 the Provincial Government of the Western Cape will ONLY contract with businesses duly registered on the Central Supplier Database.

All prospective Service Providers are invited to register as a supplier on the Central Supplier Database. Enquiries regarding the registration process may be referred Western Cape Support on 086 122 5577 / sa-supplierdatabase@sap.com

Please sign that you have read and understood the requirements /conditions of the bid.

SIGNATURE OF BIDDER:

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

DATE:

PRICING SCHEDULE
FIRM PRICES (PROFESSIONAL SERVICES)

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

NAME OF BIDDER:

BID NO.: BID 935 – 2025/2026

CLOSING DATE: 21 JULY 2025

CLOSING TIME 11:00

ITEM NO.	DESCRIPTION	BID PRICE IN RSA CURRENCY NO. *(ALL APPLICABLE TAXES INCLUDED)
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TO APPOINT A ROTATIONAL SERVICE PROVIDER DATABASE (DATABASE) FOR THE CONSTRUCTION OF FENCES ON FARMS IN WEST COAST AND CENTRAL KAROO DISTRICTS FOR A PERIOD OF 3 YEARS.

- Required by: Western Cape Department of Agriculture
- At: North Street, Vredendal, 7310 (West Coast)
Nr 1, Pieter Jacobs Avenue, Beaufort West (Central Karoo)

Labour reimbursement tariff rates for Fencing:	Price / unit
Concrete underneath farm gates	R500.00 / gate
Netting River	R43.00 /m
Clearing and construction Jackal-Proof fence	R16.00 / m
Clearing and construction 9 strand Stock-Proof fence	R14.00 / m
Clearing and construction 7 strand Stock-Proof fence	R13.00 / m
Stone Packing	R9.00 / m
Double Box Anchors	R86.00 / box
Single Boxes Anchors	R71.00 / box
Anchor pole	R56.00/ pole
Lace – Binding of vertical wires on top strands	R0.80 / lace
Breakdown of existing fence	R9.00 / m
Adjusting 2 strands and adding barb wire	R10.00 / m
Hang netting	R10.00 / m
Hang Foot-net	R8.00 / m
Netting to cover farm gate	R100.00 / gate
Install farm gate	R200.00 / gate
Tree removal & cut stump herbicide treatment	R36.00 / tree

Tie and digging of Shade Foot-net	R10.00 / m
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The following once-off amounts will be made available regarding Personal Protective Equipment (PPE) and medical certificate rates:

- a) General Workers (Overall, Safety Boots, Gloves, Hat, Mask) – R1 620.00 per person,
- b) The contractor agrees to ensure the ongoing maintenance and replacement of all Personal Protective Equipment (PPE) following the initial issuance.
- c) The contractor shall provide the Supply Chain Management (SCM) unit with valid medical certificates for all team members, confirming that they are fit to work on the project. Additionally, the contractor must submit an invoice at a flat rate of R410.00 per person for each medical certificate provided.
- d) The equipment and PPE rates provided by the WCDoA will be aligned with the standard tariffs as determined and published by the relevant authority, and these rates may vary from year to year.



PROVINCIAL GOVERNMENT WESTERN CAPE

DECLARATION OF INTERESTS, BIDDERS PAST SCM PRACTICES AND INDEPENDENT BID DETERMINATION

1. To give effect to the requirements of the Western Cape Provincial Treasury Instructions, 2019: Supply Chain Management (Goods and Services), Public Finance Management Act (PFMA) Supply Chain Management (SCM) Instruction No. 3 of 2021/2022 - SBD 4 Declaration of Interest, Section 4 (1)(b)(iii) of the Competition Act No. 89 of 1998 as amended together with its associated regulations, the Prevention and Combating of Corrupt Activities Act No 12 of 2004 and regulations pertaining to the tender defaulters register, Paragraph 16A9 of the National Treasury Regulations and/or any other applicable legislation.
2. 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.
3. All prospective bidders intending to do business with the Institution must be registered on the Central Supplier Database (CSD) and the Western Cape Supplier Evidence Bank (WCSEB) if they wish to do business with the Western Cape Government (WCG) via the electronic Procurement Solution (ePS).
4. The status of enterprises and persons listed on the National Treasury's Register for Tender Defaulters will be housed on the ePS. Institutions may not under any circumstances procure from enterprises and persons listed on the Database of Tender Defaulters.
5. The status of suppliers listed on the National Treasury's Database of Restricted Suppliers will be housed on the ePS; however, it remains incumbent on institutions to check the National Treasury Database of Restricted Suppliers before the conclusion of any procurement process. For suppliers listed as restricted, institutions must apply due diligence and risk assessment before deciding to proceed with procurement from any such supplier.

6. Definitions

"bid" means a bidder's response to an institution's invitation to participate in a procurement process which may include a bid, price quotation or proposal;

"Bid rigging (or collusive bidding)" occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and/or services through a bidding process. Bid rigging is, therefore, an agreement between competitors;

If you know of any corrupt, fraudulent or collusive actions in the Institution, please report it by calling the National Hotline 0800 701 701

This form must be completed annually. Should the information herein declared change in the course of the year or before the next renewal or in relation to any bid, quotation or contract, it is the entity's responsibility to advise the Institution in writing of the change in such details.

“business interest” means -

- (a) a right or entitlement to share in profits, revenue or assets of an entity;
- (b) a real or personal right in property;
- (c) a right to remuneration or any other private gain or benefit, or
- (d) includes any interest contemplated in paragraphs (a), (b) or (c) acquired through an intermediary and any potential interest in terms of any of those paragraphs;

“Consortium or Joint Venture” 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;

“Controlling interest” means, 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;

“Corruption”- General offences of corruption are defined in the Combating of Corrupt Activities Act, 2004 (Act No 12 of 2004) as:

Any person who directly or indirectly -

- (a) accepts or agrees or offers to accept an! gratification from any other person, whether for the benefit of himself or herself or for the benefit of another person; or
- (b) gives or agrees or offers to give to any other person any gratification, whether for the benefit of that other person or for the benefit of another person., in order to act personally or by influencing another person so to act, in a manner—
 - (i) that amounts to the-
 - (aa) illegal. dishonest. unauthorised. incomplete. or biased: or
 - (bb) misuse or selling of information or material acquired in the course of the exercise, carrying out or performance of any powers, duties or functions arising out of a constitutional, statutory, contractual or any other legal obligation:
 - (ii) that amounts to-
 - (aa) the abuse of a position of authority;
 - (bb) a breach of trust; or
 - (cc) the violation of a legal duty or a set of rules;
 - (iii) designed to achieve an unjustified result; or
 - (iv) that amounts to any other unauthorised or improper inducement to do or 45 not to do anything. of the, is guilty of the offence of corruption.

“CSD” means the Central Supplier Database maintained by National Treasury;

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“employee”, in relation to –

- (a) a department, means a person contemplated in section 8 of the Public Service Act, 1994 but excludes a person appointed in terms of section 12A of that Act; and
- (b) a public entity, means a person employed by the public entity;

“entity” means any -

- (a) association of persons, whether or not incorporated or registered in terms of any law, including a company, corporation, trust, partnership, close corporation, joint venture or consortium; or
- (b) sole proprietorship;

“entity conducting business with the Institution” means an entity that contracts or applies or tenders for the sale, lease or supply of goods or services to the Province;

“Family member” means a person's -

- (a) spouse; or
- (b) child, parent, brother, sister, whether such a relationship results from birth, marriage or adoption or some other legal arrangement (as the case may be);

“intermediary” means a person through whom an interest is acquired, and includes a representative or agent or any other person who has been granted authority to act on behalf of another person;

“Institution” means –

a provincial department or provincial public entity listed in Schedule 3C of the Act;

“Provincial Government Western Cape (PGWC)” means

- (a) the Institution of the Western Cape, and
- (b) a provincial public entity;

“RWOEE” means -

Remunerative Work Outside of the Employee's Employment

“spouse” means a person's -

- (a) partner in marriage or civil union according to legislation;
- (b) partner in a customary union according to indigenous law; or
- (c) partner with whom he or she cohabits and who is publicly acknowledged by the person as his or her life partner or permanent companion.

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7. Regulation 13(c) of the Public Service Regulations (PSR) 2016, effective 1 February 2017, prohibits any employee from conducting business with an organ of state, or holding a directorship in a public or private company doing business with an organ of state unless the employee is a director (in an official capacity) of a company listed in schedules 2 and 3 of the Public Finance Management Act.
 - a) Therefore, by 31 January 2017 all employees who are conducting business with an organ of state should either have:
 - (i) resigned as an employee of the government institution or;
 - (ii) cease conducting business with an organ of state or;
 - (iii) resign as a director/shareholder/owner/member of an entity that conducts business with an organ of state.
8. Any legal person, or their family members, may make an offer or offers in terms of this invitation to bid. In view of potential conflict of interest, in the event that the resulting bid, or part thereof, be awarded to family members of persons employed by an organ of state, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where the bidder is employed by the Institution.
9. The bid of any bidder may be disregarded if that bidder or any of its directors abused the institution's supply chain management system; committed fraud or any other improper conduct in relation to such system; disclosure is found not to be true and complete; or failed to perform on any previous contract.
10. Section 4(1)(b)(iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging). Collusive bidding is a per se prohibition meaning that it cannot be justified under any grounds.
11. Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorises accounting officers and accounting authorities to:
 - a) disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b) cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
12. Communication between partners in a joint venture or consortium will not be construed as collusive bidding.

If you know of any corrupt, fraudulent or collusive actions in the Institution, please report it by calling the National Hotline 0800 701 701

This form must be completed annually. Should the information herein declared change in the course of the year or before the next renewal or in relation to any bid, quotation or contract, it is the entity's responsibility to advise the Institution in writing of the change in such details.

13. 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.

SECTION A DETAILS OF THE ENTITY		
	CSD Registration Number	MAAA
	Name of the Entity	
	Entity registration Number (where applicable)	
	Entity Type	
	Tax Reference Number	

Full details of directors, shareholder, member, partner, trustee, sole proprietor or any persons having a controlling interest with a right or entitlement to share in profits, revenue or assets of the entity should be disclosed in the Table A below.

TABLE A

FULL NAME	DESIGNATION (Where a director is a shareholder, both should be confirmed)	IDENTITY NUMBER	PERSONAL TAX REFERENCE NO.	PERCENTAGE INTEREST IN THE ENTITY

If you know of any corrupt, fraudulent or collusive actions in the Institution, please report it by calling the National Hotline 0800 701 701

This form must be completed annually. Should the information herein declared change in the course of the year or before the next renewal or in relation to any bid, quotation or contract, it is the entity's responsibility to advise the Institution in writing of the change in such details.

SECTION B: DECLARATION OF THE BIDDER'S INTEREST

The supply chain management system of an institution must, irrespective of the procurement process followed, prohibit any award to an employee of the state, who either individually or as a director of a public or private company or a member of a close corporation, seek to conduct business with the WCG, unless such employee is in an official capacity a director of a company listed in Schedule 2 or 3 of the PFMA as prescribed by the Public Service Regulation 13(c).

Furthermore, an employee employed by an organ of state conducting remunerative work outside of the employee's employment should first obtain the necessary approval by the delegated authority (RWOEE), failure to submit proof of such authority, where applicable, may result in disciplinary action.

B1.	Are any persons listed in Table A identified on the CSD as employees of an organ of state? (If yes, refer to Public Service Circular EIM 1/2016 to exercise the listed actions)	NO	YES
B2.	Are any employees of the entity also employees of an organ of state? (If yes complete Table B and attach their approved "RWOEE")	NO	YES
B3.	Are any family members of the persons listed in Table A employees of an organ of state? (If yes complete Table B)	NO	YES

TABLE B

Details of persons (family members) connected to or employees of an organ of state should be disclosed in Table B below.

FULL NAME OF EMPLOYEE	IDENTITY NUMBER	DEPARTMENT/ ENTITY OF EMPLOYMENT	DESIGNATION/ RELATIONSHIP TO BIDDER**	INSTITUTION EMPLOYEE NO./ PERSAL NO. (Indicate if not known)

If you know of any corrupt, fraudulent or collusive actions in the Institution, please report it by calling the National Hotline 0800 701 701

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SECTION C: PERFORMANCE MANAGEMENT AND BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

To enable the prospective bidder to provide evidence of past and current performance.

C1.	Did the entity conduct business with an organ of state in the last twelve months? (If yes complete Table C)	NO	YES
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C2. TABLE C

Complete the below table to the maximum of the last 5 contracts.

NAME OF CONTRACTOR	PROVINCIAL DEPARTMENT OR PROVINCIAL ENTITY	TYPE OF SERVICES OR COMMODITY	CONTRACT/ ORDER NUMBER	PERIOD OF CONTRACT	VALUE OF CONTRACT	
C3. Is the entity or its principals listed on the National Database as companies or persons prohibited from doing business with the public sector?					NO	YES
C4. Is the entity or its principals listed on the National Treasury Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No. 12 of 2004)?					NO	YES
<i>(To access this Register enter the National Treasury's website, www.treasury.gov.za, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 326 5445.)</i>						
C5. If yes to C3 or C4, were you informed in writing about the listing on the database of restricted suppliers or Register for Tender Defaulters by National Treasury?				NO	YES	N/A
C6. Was the entity or persons listed in Table A convicted for fraud or corruption during the past five years in a court of law (including a court outside the Republic of South Africa)?					NO	YES
C7. Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?					NO	YES

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This form must be completed annually. Should the information herein declared change in the course of the year or before the next renewal or in relation to any bid, quotation or contract, it is the entity's responsibility to advise the Institution in writing of the change in such details.

SECTION D: DULY AUTHORISED REPRESENTATIVE TO DEPOSE TO AFFIDAVIT

This form must be signed by a duly authorised representative of the entity in the presence of a commissioner of oaths.

- I, hereby swear/affirm;
- i. that the information disclosed above is true and accurate;
 - ii. that I have read understand the content of the document;
 - iii. that I have arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor.
 - iv. that the entity undertakes to independently arrive at any offer at any time to the Institution without any consultation, communication, agreement or arrangement with any competitor. In addition, that there will be no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specification, 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;
 - v. that the entity or its representative are aware of and undertakes not to disclose the terms of any bid, formal or informal, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract; and
 - vi. that there have been no consultations, communications, agreements or arrangements made 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 that my entity was not involved in the drafting of the specifications or terms of reference for this bid.

.....
DULY AUTHORISED REPRESENTATIVE'S SIGNATURE

I certify that before administering the oath/affirmation I asked the deponent the following questions and wrote down his/her answers in his/her presence:

- 1.1 Do you know and understand the contents of the declaration? ANSWER:
- 1.2 Do you have any objection to taking the prescribed oath? ANSWER:
- 1.3 Do you consider the prescribed oath to be binding on your conscience? ANSWER:.....
- 1.4 Do you want to make an affirmation? ANSWER:
2. I certify that the deponent has acknowledged that he/she knows and understands the contents of this declaration, which was sworn to/affirmed and the deponent's signature/thumbprint/mark was place thereon in my presence.

.....
 SIGNATURE FULL NAMES Commissioner of Oaths

Designation (rank) ex officio: Republic of South Africa

Date:..... Place

Business Address:

If you know of any corrupt, fraudulent or collusive actions in the Institution, please report it by calling the National Hotline 0800 701 701

This form must be completed annually. Should the information herein declared change in the course of the year or before the next renewal or in relation to any bid, quotation or contract, it is the entity's responsibility to advise the Institution in writing of the change in such details.

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022 AND IN TERMS OF THE WESTERN CAPE GOVERNMENTS INTERIM STRATEGY AS IT RELATES TO PREFERENCE POINTS

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

NB: BEFORE COMPLETING THIS FORM, BIDDERS (TENDERERS) MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER, PREFERENTIAL PROCUREMENT REGULATIONS, 2022 AND THE BROAD BASED BLACK ECONOMIC EMPOWERMENT ACT AND THE CODES OF GOOD PRACTICE

1. DEFINITIONS

- 1.1 **“acceptable tender”** means any tender which, in all respects, complies with the specifications and conditions of tender as set out in the tender document.
- 1.2 **“affidavit”** is a type of verified statement or showing, or in other words, it contains a verification, meaning it is under oath or penalty of perjury, and this serves as evidence to its veracity and is required for court proceedings.
- 1.3 **“all applicable taxes”** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- 1.4 **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- 1.5 **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- 1.6 **“bid”** means a written offer on the official bid documents or invitation of price quotations and **“tender”** is the act of bidding /tendering;
- 1.7 **“Code of Good Practice”** means the generic codes or the sector codes as the case may be;
- 1.8 **“consortium or joint venture”** 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;
- 1.9 **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;

- 1.10 **"EME"** is an Exempted Micro Enterprise with an annual total revenue of R10 million or less.
- 1.11 **"Firm price"** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- 1.12 **"Large Enterprise"** is any enterprise with an annual total revenue above R50 million;
- 1.13 **"non-firm prices"** means all prices other than "firm" prices;
- 1.14 **"person"** includes a juristic person;
- 1.15 **"price" means an amount of money tendered for goods or services, and** includes all applicable taxes less all unconditional discounts;
- 1.16 **"proof of B-BBEE status level contributor"** means-
- (a) The B-BBEE status level certificate issued by an authorized body or person;
 - (b) A sworn affidavit as prescribed in terms of the B-BBEE Codes of Good Practice; or
 - (c) Any other requirement prescribed in terms of the Broad- Based Black Economic Empowerment Act.
- 1.17 **QSE** is a Qualifying Small Enterprise with an annual total revenue between R10 million and R50 million;
- 1.18 **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- 1.19 **"sub-contract"** means the primary contractor's assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract.
- 1.20 **"tender"** means a written offer in the form determined by an organ of state in response to an invitation to provide or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- 1.21 **"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;
- 1.22 **"the Act"** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000);
- 1.23 **"the Regulations"** means the Preferential Procurement Regulations, 2022;

- 1.24 **“total revenue”** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on 11 October 2013;
- 1.25 **“trust”** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- 1.26 **“trustee”** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

2. GENERAL CONDITIONS

- 2.1 The following preference point systems are applicable to all bids:
- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
 - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).
- 2.2 Preference point system for this bid:
- (a) The value of this bid is estimated to exceed/not exceed R50 000 000 (all applicable taxes included) and therefore the preference point system shall be applicable; or
- (b) Either the 80/20 or 90/10 preference point system will be applicable to this tender
(delete whichever is not applicable for this tender).
- 2.3 Preference points for this bid (even in the case of a tender for income-generating contracts) shall be awarded for:
- (a) Price; and
- (b) B-BBEE Status Level of Contribution.
- 2.4 The maximum points for this bid are allocated as follows:

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

- 2.5 Failure on the part of a bidder to fill in, sign this form and submit in the circumstances prescribed in the Codes of Good Practice either a B-BBEE Verification Certificate issued by a Verification Agency accredited by the South African Accreditation System (SANAS) or an affidavit confirming annual total revenue and level of black ownership together with the bid or an affidavit issued by Companies Intellectual Property Commission, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

3. ADJUDICATION USING A POINT SYSTEM

- 3.1 Subject to Section 2 (1) (f) of the Preferential Procurement Policy Framework Act, 2000, the **bidder obtaining the highest number of total points** will be awarded the contract.
- 3.2 A tenderer must submit proof of its B-BBEE status level of contributor in order to claim points for B-BBEE.
- 3.3 A tenderer failing to submit proof of B-BBEE status level of contributor or is a non-compliant contributor to B-BBEE will not be disqualified but will only score:
- (a) points out of 80 for price; and
 - (b) 0 points out of 20 for B-BBEE
- 3.4 Points scored must be rounded off to the nearest 2 decimal places.
- 3.5 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.
- 3.6 As per section 2 (1) (f) of the Preferential Procurement Policy Framework Act, 2000, the contract may be awarded to a bidder other than the one scoring the highest number of total points based on objective criteria in addition to those contemplated in paragraph (d) and (e) of the Act that justifies the award to another tenderer provided that it has been stipulated upfront in the tendering conditions.
- 3.7 Should two or more bids be equal in all respects; the award shall be decided by the drawing of lots.

4. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

4.1 POINTS AWARDED FOR PRICE

4.1.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEM

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

80/20	or	90/10
$P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$	or	$P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$

Where

P_s = Points scored for price of bid under consideration

P_t = Price of tender under consideration

$P_{\min}$ = Price of lowest acceptable tender

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

5.1 POINTS AWARDED FOR PRICE

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

80/20

or

90/10

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

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

or

Where

P_s = Points scored for price of tender under consideration

P_t = Price of tender under consideration

P_{max} = Price of highest acceptable tender

6. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTION

- 6.1 In terms of WCG interim strategy, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

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

- 6.2 An **EME** must submit a valid, originally certified affidavit confirming annual turnover and level of black ownership or an affidavit issued by Companies Intellectual Property Commission
- 6.3 A **QSE that is less than 51 per cent (50% or less) black owned** must be verified in terms of the QSE scorecard issued via Government Gazette and submit a valid, original or a legible certified copy of a B-BBEE Verification Certificate issued by SANAS.
- 6.4 A **QSE that is at least 51 per cent black owned (51% or higher)** must submit a valid, originally certified affidavit confirming turnover and level of black ownership as well as declare its empowering status or an affidavit issued by Companies Intellectual Property Commission.

- 6.5 A **large enterprise** must submit a valid, original or originally certified copy of a B-BBEE Verification Certificate issued by a verification agency accredited by SANAS.
- 6.6 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- 6.7 A trust, consortium or joint venture (including unincorporated consortia and joint ventures) must submit a consolidated B-BBEE status level verification certificate for every separate tender.
- 6.8 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.

7. BID DECLARATION

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

8. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPH 6

- 8.1 B-BBEE Status Level of Contribution..... = **(maximum of 20 points)**

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 6.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or an affidavit confirming annual total revenue and level of black ownership in terms of the relevant sector code applicable to the tender.

9. SUB-CONTRACTING

- 9.1 Will any portion of the contract be sub-contracted? **YES/NO** (delete which is not applicable)

- 9.1.1 If yes, indicate:

(i) what percentage of the contract will be subcontracted?%

(ii) the name of the sub-contractor?

(iii) the B-BBEE status level of the sub-contractor?

(iv) whether the sub-contractor is an EME or QSE? **YES/NO** (delete which is not applicable)

- 9.1.2 Sub-contracting relates to a **particular** contract and if sub-contracting is applicable, the bidder to state in their response to a particular RFQ that a portion of that contract will be sub-contracted.

10. DECLARATION WITH REGARD TO COMPANY/FIRM

10.1 Name of company/ entity:

10.2 VAT registration number:

10.3 Company Registration number:

10.4 TYPE OF COMPANY/ FIRM

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

[SELECT APPLICABLE ONE]

10.5 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBEE status level of contribution indicated in paragraph 7 above, qualifies the company/ firm for the preference(s) shown and I/we acknowledge that:

- (a) The Western Cape Government reserves the right to audit the B-BBEE status claim submitted by the bidder.
- (b) As set out in Section 13O of the B-BBEE Act as amended, any misrepresentation constitutes a criminal offence. A person commits an offence if that person knowingly:
 - (i) misrepresents or attempts to misrepresent the B-BBEE status of an enterprise;
 - (ii) provides false information or misrepresents information to a B-BBEE Verification Professional in order to secure a particular B-BBEE status or any benefit associated with compliance to the B-BBEE Act;
 - (iii) provides false information or misrepresents information relevant to assessing the B-BBEE status of an enterprise to any organ of state or public entity; or
 - (iv) engages in a fronting practice.
- (c) If a B-BBEE verification professional or any procurement officer or other official of an organ of state or public entity becomes aware of the commission of, or any attempt to commit any offence referred to in paragraph 10.5 (a) above will be reported to an appropriate law enforcement agency for investigation.

- (d) Any person convicted of an offence by a court is liable in the case of contravention of 10.5 (b) to a fine or to imprisonment for a period not exceeding 10 years or to both a fine and such imprisonment or, if the convicted person is not a natural person to a fine not exceeding 10 per cent of its annual turnover.
- (e) The purchaser may, if it becomes aware that a bidder may have obtained its B-BBEE status level of contribution on a fraudulent basis, investigate the matter. Should the investigation warrant a restriction be imposed, this will be referred to the National Treasury for investigation, processing and imposing the restriction on the National Treasury's List of Restricted Suppliers. The bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, may 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.
- (f) The purchaser may, in addition to any other remedy it may have –
 - (i) disqualify the person from the bidding process;
 - (ii) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (iii) 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; and
 - (iv) forward the matter for criminal prosecution.
- (g) The information furnished is true and correct.
- (h) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 2 of this form.

SIGNATURE(S) OF THE BIDDER(S):

DATE:

ADDRESS:

.....

WITNESSES:

1.

2.

TERMS OF REFERENCE FOR A BID TO APPOINT A ROTATIONAL SERVICE PROVIDER DATABASE (DATABASE) FOR THE CONSTRUCTION OF FENCES ON FARMS IN WEST COAST AND CENTRAL KAROO DISTRICTS FOR A PERIOD OF 3 YEARS.

1. BACKGROUND

Fencing projects contribute to sustainable veld and biodiversity management and to the local economy and community development by providing jobs, skills development and training to local labour. Farming communities create geographical management areas for sustainable biodiversity management where livestock production can be secured to become more drought resilient. Fences protect the land use rights of land users by allowing each group to manage grazing areas on their own without outside interference from other groups. This promotes legal accountability in terms of the Conservation of Agricultural Resources Act 43 of 1983, by adherence to sustainable stocking rates that are within the allowable grazing capacity of the natural vegetation of the area. In communal areas, Livestock rotation between camps allows for veld resting, reseeding and regeneration. Fencing-off environmentally sensitive areas allow trampled areas and ecological corridors to rest, re-vegetate and to be restored.

2. SCOPE OF WORKS

The Western Cape Department of Agriculture (WCDOA) is seeking qualified and experienced service providers or contractors for the construction and upgrading of jackal-proof fences and camp fences on various farms across the region. The project will also involve the ongoing inspection and maintenance of fenced areas to ensure their effectiveness and durability.

2.1 CONSTRUCTION AND UPGRADING OF JACKAL-PROOF FENCES:

Contractors will be required to construct or improve jackal-proof fences to establish broad-scale biodiversity management blocks. These fences are intended to mitigate the movement of predatory species, protect livestock, and support sustainable agricultural practices.

2.2 CONSTRUCTION AND UPGRADING OF CAMP FENCES:

The project also includes the erection or enhancement of internal camp fences. These are critical for effective livestock management, sustainable veld (rangeland) management, and the establishment of biodiversity corridors. These corridors aim to prevent overgrazing, support ecological balance, and reduce soil erosion.

2.3 TERRAIN CONSIDERATIONS:

Certain portions of the work will be carried out in areas with mountainous terrain, which may present logistical challenges. Contractors must demonstrate the capability and equipment necessary to operate effectively in such environments, ensuring the stability and integrity of fencing infrastructure despite the difficult topography.

3 APPROVED AND AGREED RATES

3.1 CONTRACTOR AND LABOUR RATES

The successful bidder shall remunerate all workers in accordance with the minimum Farm Worker Rates as prescribed by the Department of Employment and Labour, as well as any applicable uniform rates and prices (as detailed below) relevant to the contract.

For the purpose of this contract, statutory labour costs refer specifically to those applicable within the relevant industry as defined by labour regulations. Should there be any statutory increases—such as adjustments to labour rates or Value-Added Tax (VAT)—that come into effect during the contract period, the Contractor shall be responsible for these additional costs.

Labour reimbursement tariff rates for Fencing:	Price / unit
Concrete underneath farm gates	R500.00 / gate
Netting River	R43.00 / m
Clearing and construction Jackal-Proof fence	R16.00 / m
Clearing and construction 9 strand Stock-Proof fence	R14.00 / m
Clearing and construction 7 strand Stock-Proof fence	R13.00 / m
Stone Packing	R9.00 / m
Double Box Anchors	R86.00 / box
Single Boxes Anchors	R71.00 / box
Anchor pole	R56.00/ pole
Lace – Binding of vertical wires on top strands	R0.80 / lace
Breakdown of existing fence	R9.00 / m
Adjusting 2 strands and adding barb wire	R10.00 / m
Hang netting	R10.00 / m
Hang Foot-net	R8.00 / m
Netting to cover farm gate	R100.00 / gate
Install farm gate	R200.00 / gate
Tree removal & cut stump herbicide treatment	R36.00 / tree
Tie and digging of Shade Foot-net	R10.00 / m

3.2 PERSONAL PROTECTIVE EQUIPMENT (PPE) AND MEDICAL CERTIFICATE RATES

The following once-off amounts will be made available regarding Personal Protective Equipment (PPE) and medical certificate rates:

- a) General Workers (Overall, Safety Boots, Gloves, Hat, Mask) – R1 620.00 per person,
- b) The contractor agrees to ensure the ongoing maintenance and replacement of all Personal Protective Equipment (PPE) following the initial issuance.
- c) The contractor shall provide the Supply Chain Management (SCM) unit with valid medical certificates for all team members, confirming that they are fit to work on the project. Additionally, the contractor must submit an invoice at a flat rate of R410.00 per person for each medical certificate provided.
- d) The equipment and PPE rates provided by the WCDoA will be aligned with the standard tariffs as determined and published by the relevant authority, and these rates may vary from year to year.

3.3 TRANSPORTATION RATES

The Department will reimburse the transport cost according to the Monthly tariffs issued by the National Department of Transport (i.e. Category B private use). The distance will be calculated from home to the site as well as all transportation of the material to site and included in the invoice for the relevant claim period. This will be capped at 100km average per business day for the period claimed on the invoice.

3.4 FREQUENCY OF PAYMENTS

Fortnightly payments will be made after approval of work completed by a Departmental official on submission of invoice(s) and required documentation by the contractor.

4 SPECIAL CONDITIONS OF THE DATABASE CONTRACT

4.1 DATABASE CONTRACT

4.1.1 OBJECT AND OPERATIONS

- a) The “Purchaser” is the Western Cape Department of Agriculture.
- b) The “Suppliers/Contractors” is the successful bidders that have been placed on the database in the form of a database that will be hosted by the Department.
- c) The “Service Period” is the contractual period of 3 years which will commence at date of award of the Bid.
- d) The object of this Database is to enable the Purchaser to invite Suppliers/Contractors and to appoint more than one Suppliers/Contractors to carry out work over the Service Period on an “as instructed on a rotational” basis within its defined scope, based on the agreed rates in paragraph 3. The aim of this approach is to speed up and

streamline procurement of the services required by the Purchaser from the open market in order to fulfil its strategic objectives, while maintaining transparency and equitability of the procurement process.

- e) The Purchaser is not obligated and does not guarantee that the Suppliers/Contractors will be issued with a minimum number or any number if the need does not arise of Purchase Orders instructing the provision of services during the service period.
- f) The Purchaser issues Purchase Orders for the provision of Services during the service period of the contract based on best value of service rendered in accordance with the SLA on a rotational basis.

4.1.2 PERFORMANCE MONITORING OF THE DATABASE

The coordination and oversight of this project will be conducted within the framework of the Service Level Agreement (SLA) and the General Conditions of Contract (GCC). Effective communication between the Purchaser and the Suppliers/Contractors is essential for the successful execution of the work, and the following protocols shall apply:

4.1.2.1 MEETINGS AND COMMUNICATION

- a) The Group will meet as scheduled by the Purchaser, who will determine the necessity and frequency of such meetings.
- b) In the event of issues or obstacles affecting satisfactory project execution, an *Ad-Hoc* meeting may be called by either the Purchaser or the Suppliers/Contractors.
- c) The Purchaser is responsible for recording and distributing minutes of all meetings to Group members within two (2) weeks of each meeting.
- d) Attendance at scheduled or *Ad-Hoc* meetings is considered part of the contractor's contractual responsibilities, and any related costs will not be reimbursed.

4.1.2.2 TEST SECTION REQUIREMENT

- a) Due to the complexity of specific aspects of this fencing project, the Suppliers/Contractors will be required to construct a 500-meter test section at the outset.
- b) This test section must comply fully with all specified standards and quality requirements.
- c) Failure to meet these standards will result in immediate disqualification from proceeding with the remainder of the contract. No second attempt will be permitted.

4.1.2.3 RECTIFICATION PERIOD

- a) If any faults or deficiencies in the fencing arise during the project, the Contractor will be given a maximum of two (2) weeks to carry out and complete all necessary corrective actions.

4.1.2.3 REBUILDING AND LIABILITY

Should any portion of the fence require rebuilding due to workmanship or material faults attributable to the Contractor, the Contractor shall;

- a) Provide all identical or equivalent quality materials, and
- b) Bear full responsibility for all labour and associated costs necessary to rectify the defect.

These terms are non-negotiable and form an integral part of the service expectations under the SLA and GCC. Adherence to these conditions is critical to maintaining quality, safety, and project timelines.

4.1.3 ADDING SUPPLIERS/CONTRACTORS

4.1.3.1 If circumstances of insufficient Suppliers/Contractors availability arise at any other time during the Service Period which are deemed by the Purchaser to threaten or impair the effective and efficient operation of the Database, the Purchaser shall review and evaluate the Database per geographic region or location as applicable. Where circumstances of insufficient Suppliers/Contractors availability are indicated, the Purchaser may exercise the option to add Suppliers/contractors to the Database, subject to the following conditions:

- a) The Database's pricing is such that all Suppliers/Contractors are remunerated in accordance with the agreed rates in paragraph 3 above;
- b) All added Suppliers/Contractors shall be contracted under the exact same conditions of contract as the other existing Suppliers/Contractors;
- c) Only those Suppliers/Contractors who expressed interest during the initial invitation phase shall be eligible to enter into an agreement under this contract.
- d) Preference will be given to Suppliers/Contractors that reside in the district area.
- e) Travel costs must be taken into account, and at least 70% of the workforce must be sourced from the local area (West Coast / Beaufort West).

4.1.3.2 Evaluation in Case of Insufficient Suppliers/Contractors Availability

In the event that the Purchaser is faced with circumstances of insufficient Suppliers/Contractors availability which may impair or threaten the effective operation of the Database, the Purchaser shall initiate a review in accordance with clause 4.1.3.1

Before any new Suppliers/Contractors are added to the Database under such exceptional circumstances, prior approval must be obtained. For this purpose, an Ad-Hoc Evaluation Committee shall be constituted by the Purchaser. This committee will be responsible for assessing the current capacity and determining whether the addition of new service providers is warranted.

The Ad-Hoc Evaluation Committee shall:

- a) Review the geographic or regional needs where shortages are identified;
- b) Assess the availability and capacity of existing Suppliers/Contractors within the Database;
- c) Evaluate new potential Suppliers/Contractors in accordance with the selection criteria and process outlined in clause 4.2;

Ensure that any new additions comply fully with the pricing, contractual terms, and conditions set out in this agreement.

As part of the evaluation process, Suppliers/Contractors under consideration may be required to submit revised or updated documentation to demonstrate compliance with current requirements and to support the evaluation process. Only upon the committee's recommendation and the Purchaser's formal approval shall additional Suppliers/Contractors be added to the Database.

4.2 THE SELECTION PROCEDURE ONCE SUPPLIERS/CONTRACTORS ARE ADDED

4.2.1 The Purchaser shall select a Suppliers/Contractors appointed from the Database by issuing a Purchase Order(s) according to these criteria and terms:

4.2.1.1 A Suppliers/Contractors is eligible for selection by the Purchaser for a proposed Purchase Order if

- (1) the Goods and/or Services required are within the scope of the Suppliers/Contractors offer in terms of this contract,
- (2) the Suppliers/Contractors does not have a record of unsatisfactory performance during execution of previous Purchase Orders from this Database, and if the

Suppliers/Contractors has, then only if the Purchaser is satisfied with remedial measures instituted by the Suppliers/Contractors to prevent a recurrence of such unsatisfactory performance for future Purchase Orders.

4.2.1.2 Selection of a Suppliers/Contractors in the Database

If the Purchaser issues Purchase Orders from the Database, the Purchaser

- (1) selects a Suppliers/Contractors who is eligible for selection and
- (2) if more than one Suppliers/Contractors is eligible for selection, the Purchaser rotates its selection of Suppliers/Contractors sequentially to spread Orders fairly between eligible Suppliers/Contractors as far as it is practically possible, within the limits of the Purchaser's strategic business objectives.

4.3 THE REMOVAL OF SUPPLIERS/CONTRACTORS FROM THE DATABASE

- 4.3.1 The General Conditions of Contract (GCC), Clause 23 and 26 will form the primary source and basis for the removal of Suppliers/ Contractors.
- 4.3.2 The Service Level Agreement will detail the removal of Suppliers/ Contractors.

4.4 MAINTENANCE OF MANDATORY REGISTRATIONS

- 4.4.1 The Suppliers/Contractors shall ensure that its registration as a Suppliers/Contractors on the Central Suppliers/Contractors Database (CSD) is maintained as active and compliant in all respects for the duration of the contract.
- 4.4.2 All other compliance certificates which form part of this bid as listed in Table 2 must also be maintained and be compliant in all respects and available upon request thereof after successful award.

4.5 WORKMANSHIP DEFECTS

- 4.5.1 The Defects Correction Period for this contract is two weeks as detailed in the SLA of each service provider/contractor.
- 4.5.2 The Latent Defects Period for this contract is 3 years after the date of Contract Completion or the date of an Order Completion, as applicable.

5. EVALUATION PROCESS

- 5.1 After submitting bids, bidders will undergo an evaluation process which consists of the below mentioned before being placed on the rotational service provider database for Fencing contracts for the 3-year period.
- 5.2 Once the service provider/contractor has satisfied all the conditions below, it will be placed on the database, after which purchase orders can be raised (on rotation) for work to commence.
- 5.3 Failure to satisfy any of the requirements at the evaluation process will render the bid as non-responsive and cannot be successfully placed on the database. However, the unsuccessful bidders will be reconsidered in line with 4.1.3. The bidder will then be placed on the database and work will be allocated on a rotational basis and chronologically in the sequence of the timeline that the bidder has satisfied the bid requirements.
- 5.4 In the event of insufficient Suppliers/Contractors, prior approval for adding Suppliers/Contractors to the Database will be obtained from an *Ad-Hoc* committee which will be constituted to evaluate in line with 4.1.3.

6. SUBMISSION OF BIDS

- 6.1 Bids must be hand delivered to the responsible officials per district or to the head office as indicated on the bid cover page of the tender document. Any bids received after the closing date and time as indicated on the cover page will not be accepted and be deemed non-compliant.
- 6.2 Please complete Table 1 below:

TABLE 1

DISTRICT	RESPONSIBLE OFFICIAL AND CONTACT DETAILS	INDICATE HERE (WITH A TICK OR X) WHICH DISTRICT YOU ARE RESPONDING TO (I.E. WHERE YOU WILL BE WORKING)	INDICATE HERE THE PHYSICAL ADDRESS IN THE DISTRICT.
West Coast	Pieter de Lange Tel: 027 – 201 3505 Pieter.DeLange@westerncape.gov.za North Street, Vredendal, 7310		
Central Karoo	Phyllis Pienaar Tel: 023 – 414 9204 Phyllis.Pienaar@westerncape.gov.za PO Box 66, Nr 1, Pieter Jacobs Avenue, Beaufort West, 6970		

7. POST-AWARD OF BID

7.1 All successful bidders placed on the database will be regarded as contractors. These contractors will be required to sign mandatory:

- Service Level Agreement;
- Project briefing document (Task Order); and
- Landowner Contractor agreement with each project.

8. QUALIFYING CRITERIA/MANDATORY REQUIREMENTS

8.1 Bidders are required to provide the following compulsory documents which need to be fully completed, signed where applicable and returned in order to submit a compliant bid. Failure to meet these requirements, **will** result in the disqualification of the bid.

TABLE 2

No	Description	Mandatory documents to be completed. Bidders who do not complete these documents will be disqualified	Bidder to return document with bid? Yes/No
1	Completed WCBD1	Mandatory	Yes
2	Completed WCBD3	Mandatory	Yes
3	Completed WCBD4	Mandatory	Yes
4	WCBD 6.1: Preference Points Claim Form Failure to capture the required status level on the WCBD 6.1 and to submit the required B-BBEE status level certificate will lead to a zero (0) B-BBEE status level contribution.	Only if bidder intends to claim preference points	Yes
5	Duly registered on the Central Supplier Database (CSD)	Mandatory	Yes
6	Complete Table 4 a and b) and 5 fully Company profile and/or CV' to be provided with bid and include the following: - Supply a CV/Company profile indicating at least 2 years' experience in Jackal-proof and Stock-proof fencing with contactable references included in the CV/profile. - At least 50% of their teams must have 2 years' experience in constructing Jackal proof and camp fencing - Persons currently employed with the service provider/contractor must also be documented in the CV/profile as per skills/services they have. - The bidding contractor must have a workforce of at least five (5) employees per team. This must also be	Mandatory	Yes

	documented in the Company profile and/or CV's and on Table 4.		
7	The bidding contractor must be registered for COIDA at the Department of Labour and must provide documented proof thereof (A "Letter of Good Standing" from the Dept. of Labour with regards to COIDA must be provided) (proof to be provided with bid)	Mandatory	Yes
8	The bidding contractor must also have his/her own transport (proof to be provided with bid)	Mandatory	Yes
9	The bidding contractors and workers may only work in the district they reside/have a footprint in and preference will be given to these contractors. Only when none of the contractors have a footprint in the District, will the Department consider other contractors on the Database as per paragraph 4.1.3 (proof to be provided with bid – Physical address of contractor in Company Profile or CV and captured in Table 1 above)	Mandatory	Yes
10	A revised agreement (Table 3) to be submitted on each project	Mandatory	To be submitted on request to the District office before commencement of work.
11	Revised CV's to be submitted to ensure 50% of the workforce must have 2 years' experience in constructing Jackal proof and camp fencing	Mandatory	To be submitted on request to the District office before commencement of work.
12	Valid and qualified Health & Safety officer	Mandatory	To be submitted on request to the District office before

			commencement of work.
13	Valid and qualified First Aider	Mandatory	To be submitted on request to the District office before commencement of work.
14	Driver with a valid PDP	Mandatory	To be submitted on request to the District office before commencement of work.
15	Third party liability insurance in place	Mandatory	To be submitted on request to the District office before commencement of work.
16	Local labour must be used and at least 70% of the workforce must be from the district. Proof of address will be required as proof.	Mandatory	On issuance of official order

9. AGREEMENT OF BID SPECIFICATIONS/TERMS OF REFERENCE

All Suppliers/Contractors considered for inclusion in the Database must confirm their agreement to the terms and conditions set out in this agreement, including the obligations, pricing Database, and conditions of rotation and addition as outlined in Section 4.1.3.

By confirming agreement, the Suppliers/Contractors acknowledges and accepts that:

- a) They are contractually bound by the terms and conditions specified in this terms of reference;
- b) They shall provide the Goods and/or Services in accordance with the agreed rates and under the same contractual terms applicable to all other Suppliers/Contractors in the Database;
- c) They shall be liable for the performance of their obligations under this terms of reference, including compliance with all applicable standards, response times, and service quality requirements;
- d) Failure to comply with these terms may result in removal from the Database and/or termination of the contract.

Please review and complete the section below to confirm your agreement and acceptance of the contract terms and conditions. If you find the need not to agree, please note that unfortunately, we are unable to proceed with adding additional suppliers/contractors at this stage. Only those who confirm acceptance of the terms and conditions will be considered.

Table 3

No	Description	Agree	
		Yes	No
1	All conditions and pricing in section 3. (APPROVED AND AGREED RATES)		
2	The removal of Suppliers/Contractors (THE REMOVAL OF SUPPLIERS/CONTRACTORS FROM THE DATABASE)		
3	All conditions in point 7 (POST-AWARD OF BID): • Service Level Agreement; • Project Briefing document; and • Landowner contractor agreement with each project.		

4	Local labour must be used and at least 70% of the workforce must be from the district.		
5	The Latent Defects Period for this contract is 3 years after the date of an Order Completion.		
6	Confirmed workforce to be indicated, CV's of teams to be submitted to ensure that 50% of the workforce must have 2 years' experience in constructing Jackal proof and camp fencing before work commences.		

Please sign that you have read and understood the requirements /conditions of the bid.

Signature Of Bidder:

Capacity Under Which This Bid Is Signed:

(Proof of authority must be submitted e.g. company resolution)

Date:

Table 4: Key Personnel - Roles and Responsibilities

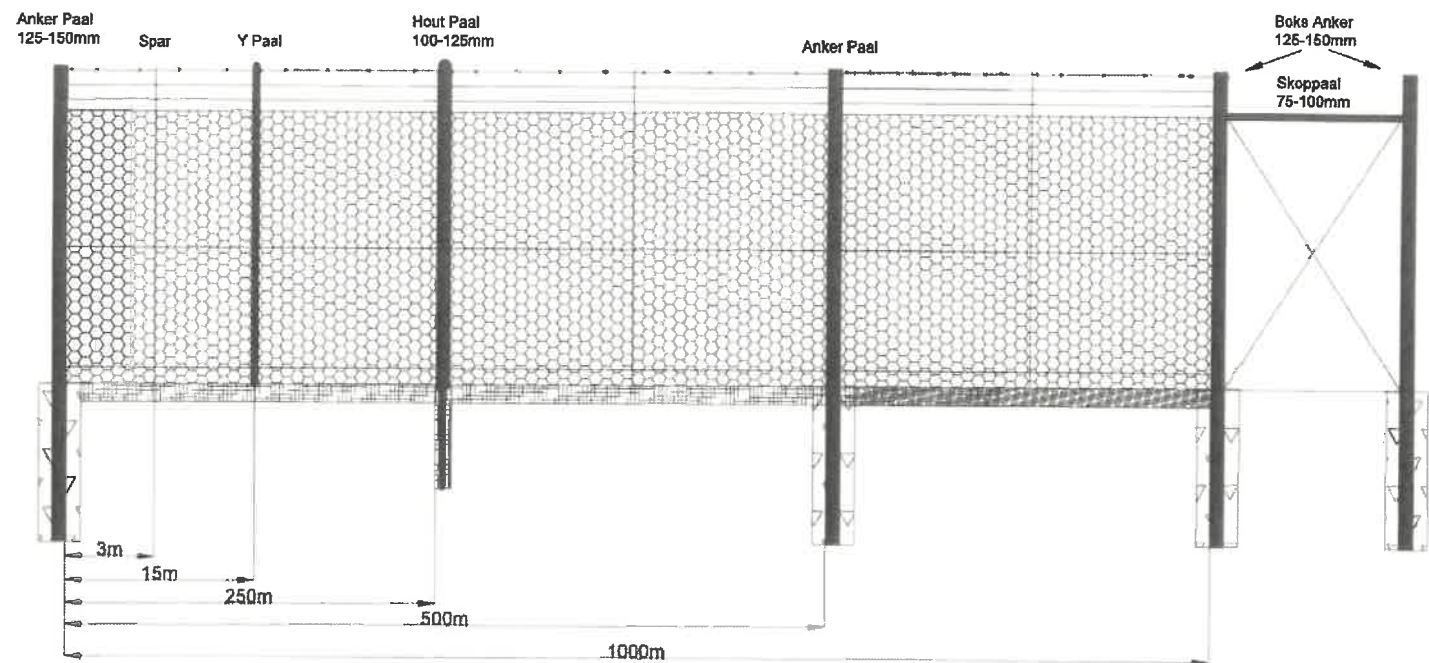
- a. Details of proposed team including relevant experience and qualifications.
- b. Provide CV's and copies of their relevant certificates etc, where applicable.

#	Role	Experience in years relating to the contract	Provide CV's and other supporting documents (Y/N)	Name and Surname
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				

Table 5: Relevant /Similar Company Experience and References

Construction of Jackal Proof and Camp Fences Complete table below and Attach a minimum of three (3) relevant reference letters.

#	Description of Works	Start and End Dates (Duration of contract)	Project Value in Rands	Contactable Reference Information and Attached Reference Letters
1				
2				
3				
4				
5				
6				
7				
8				



Spasering:
Anker Pale 500m en op knakke
Trek Pale 15m
Sparre 3m
Boks elke 1000m
Lys 1,5m (tussen elke spar)
Skoppaal elke 250m tussen 500m ankerpaal

Sement mengsel:
Siklopiese beton bestaan uit gepakte klippe wat ingevul word met sement mortel ingevul.
1 Sak sement : 150 liter sand : 22 liter water.

Daar mag geen verandering aan plan aangebring word sonder die tegnikus se toestemming.

Korter saag van enige paal sal aanleiding gee tot onmiddeike beëindiging van kontrak.

Waar pale nie hulle voorgeskreepte diepte kan ingeplant word nie, moet tegnikus in kennis gestel word.

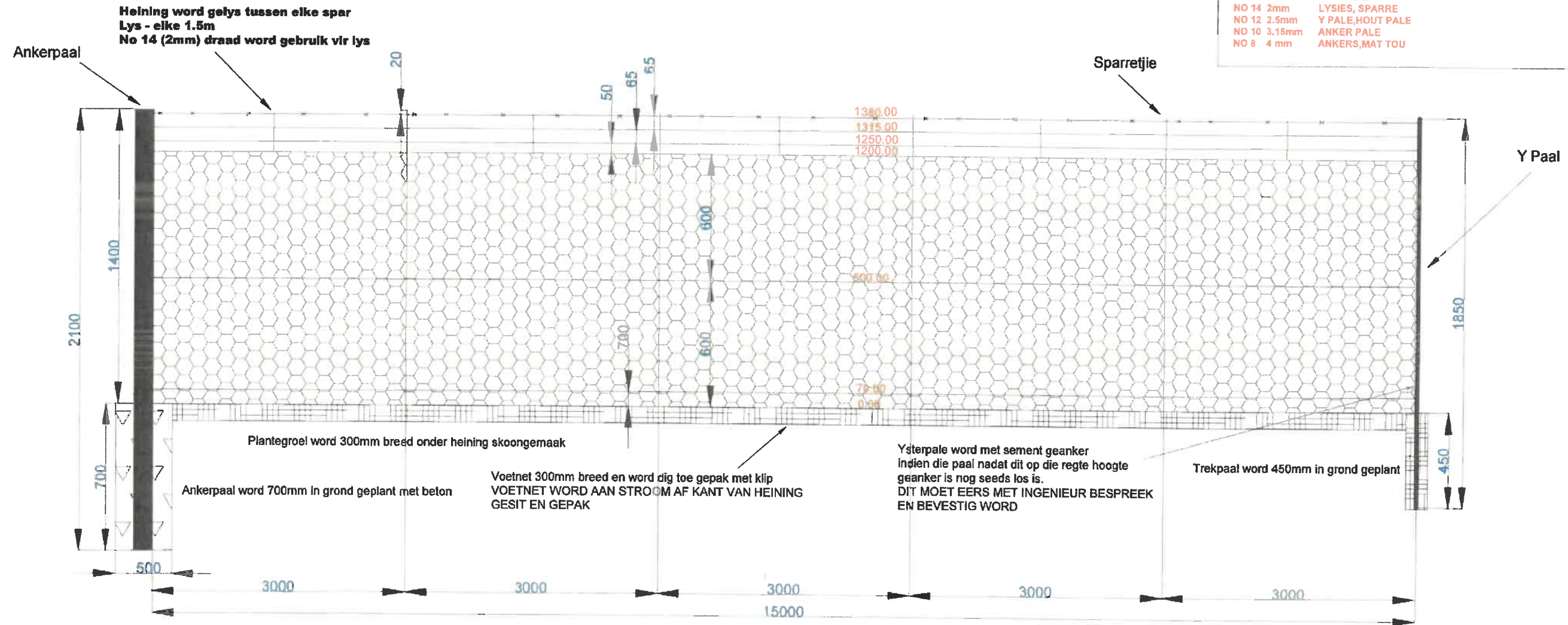
Besluit sal dan geneem word op terrein en kontrakteur sal in kennis gestel word wat hom te doen staan.

Voetnet moet 300mm wees en met klip vasgepak word vir die volle 300mm. Grootte van klip minimum 20mm deursnee

Plantegroei word 300mm breed onder heining skoongemaak.

**SPANNING IN LYNDRAAD: MIN 1.5KN
MAKS 2KN**

BINDING
NO 16 1.6mm SIF DRAAD
NO 14 2mm LYSIES, SPARRE
NO 12 2.5mm Y PALE, HOUT PALE
NO 10 3.15mm ANKER PALE
NO 8 4 mm ANKERS, MAT TOU





Western Cape Government

VOLHOUBARE HULPBRONBESTUUR
LANDCARE
SENTRALE KAROO
POSBUS 66, BEAUFORT WES, 6970
TEL: 023-4153134

Sentraal Karoo

DISTRIK	
KANTOOR	Beaufort Wes



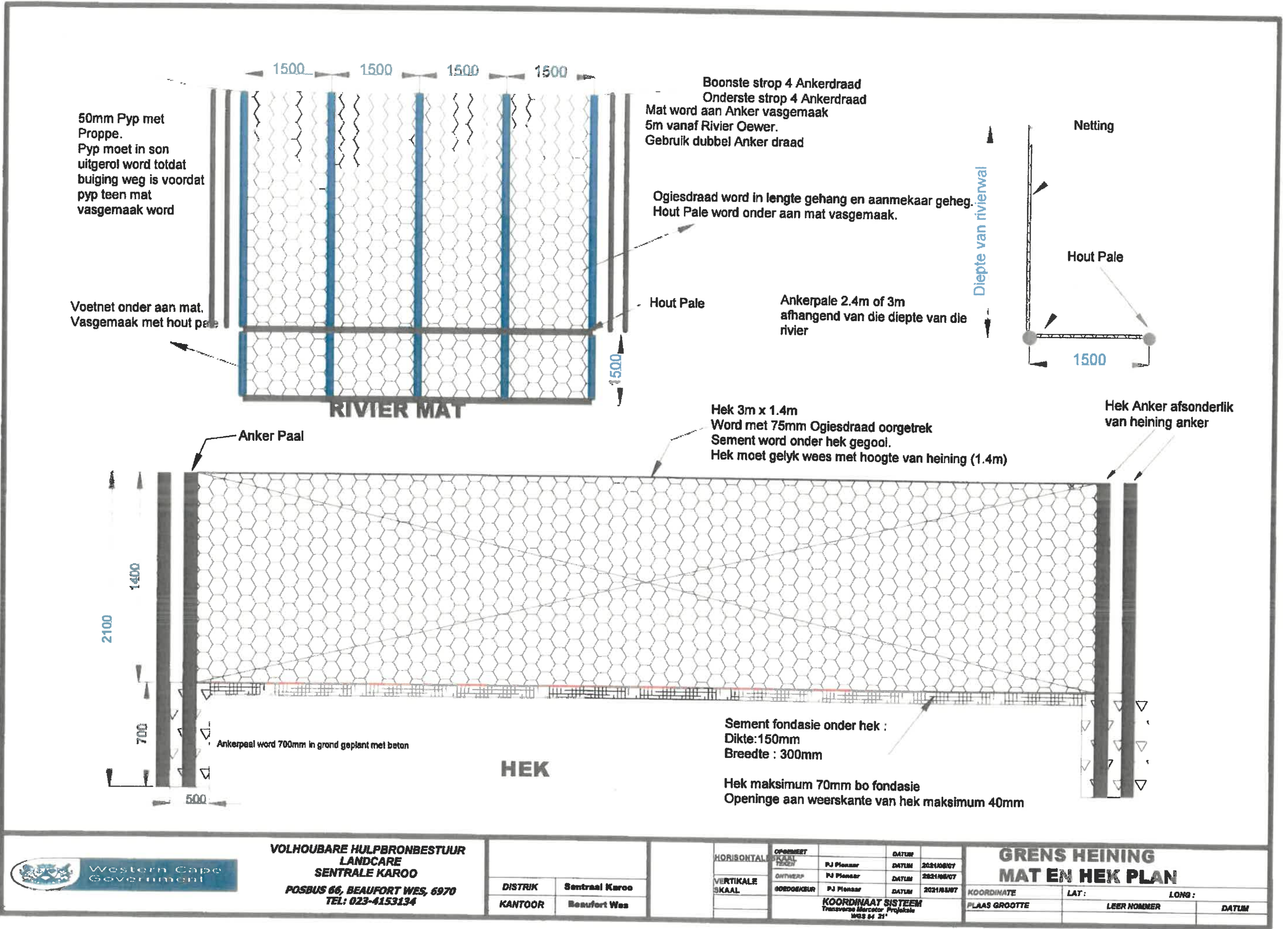
HORISONTAL SKAAL
VERTIKALE SKAAL

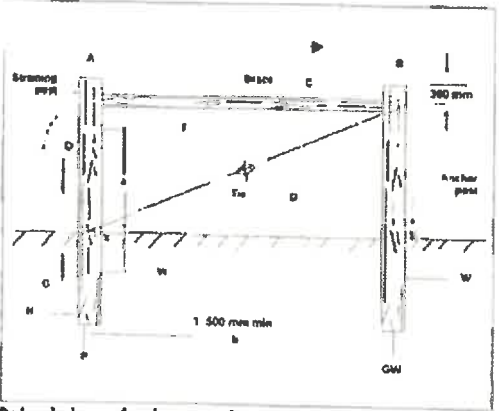
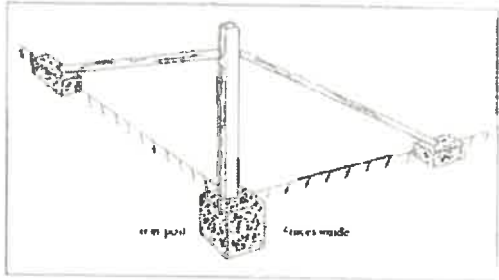
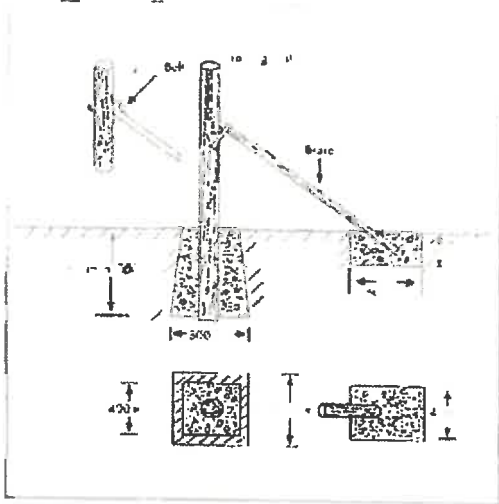
OPGEMET	PJ Pienaar	DATUM	2021/05/07
ONTWERP	PJ Pienaar	DATUM	2021/05/07
GOEDGEKEUR	PJ Pienaar	DATUM	2021/05/07

KOORDINAAT SISTEEM
Transverse Mercator Projeksie
WGS 84 21°

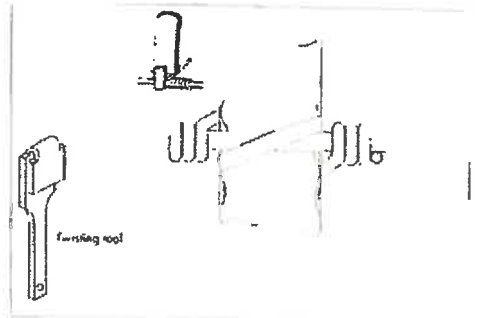
GRENS HEINING PLAN

KOORDINATE	LAT :	LONG :
PLAAS GROOTTE	LEER NOMMER	DATUM





Principles of a box anchor



VOLHOUBARE HULPBRONBESTUUR
LANDCARE
SENTRALE KAROO
POSBUS 66, BEAUFORT WES, 6970
TEL: 023-4153134

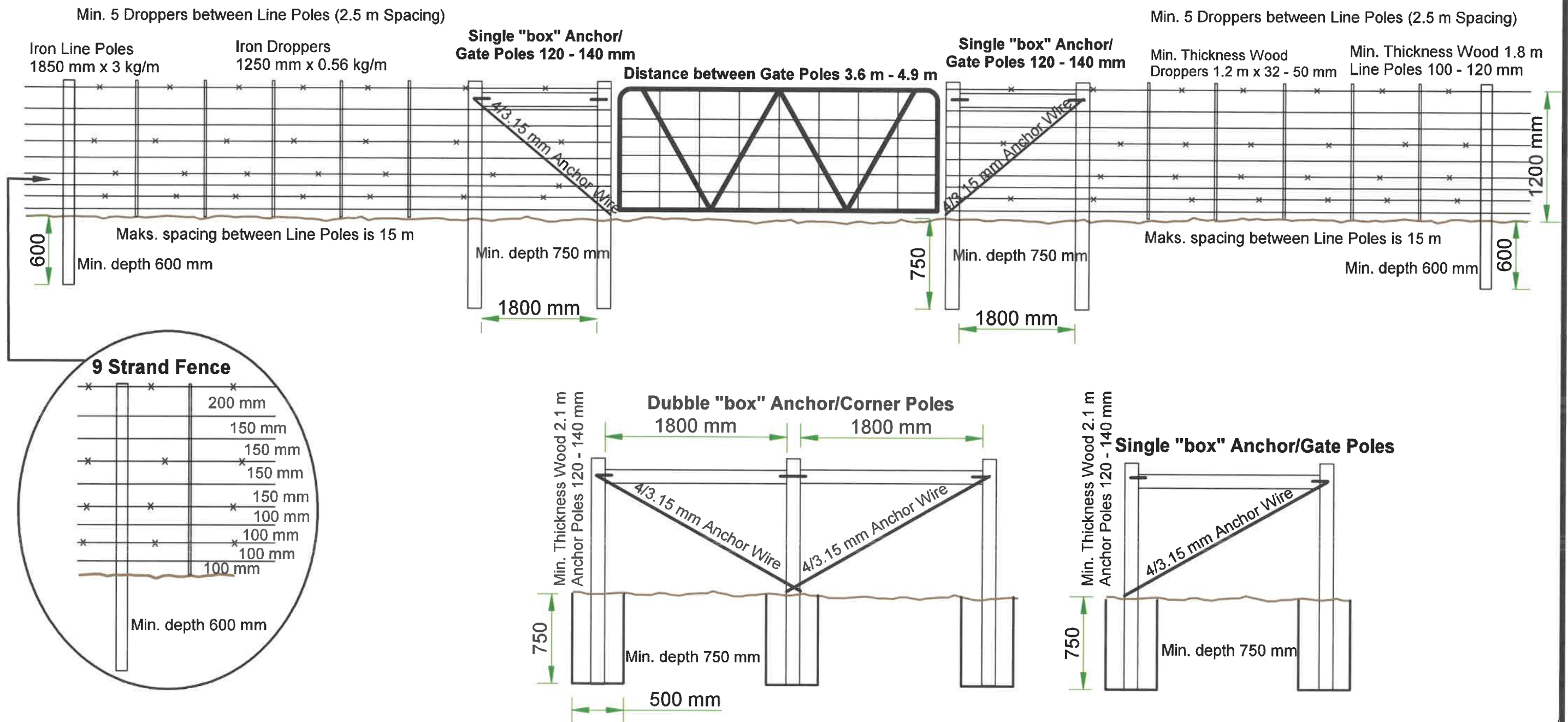
DISTRIK Sentraal Karoo
KANTOOR Beaufort Wes

HORIZONTAL	OPOMMET		DATE	
	SKAAL	PJ Planner	DATE	2021/05/07
	ONTWERP	PJ Planner	DATE	2021/05/07
VERTIKALE SKAAL	GOEDKEUR	PJ Planner	DATE	2021/05/07
	KOORDINAAT SISTEEM Transverse Mercator Projeksie 1983 34 21°			

GRENS HEINING		BOKS ANKER PLAN	
KOORDINATE	LAT:	LONG:	
PLAAS GROOTTE	LEER NOMMER	DATUM	

Annexure F

Minimum Specifications of Fences for Small and Large Stock Units - Ebenhaezer and Holrivier Project Sketch illustrate in both cases where, Iron or Timber Line Poles or Droppers is used.



Anchor, Corner and Gate Poles must be placed in Cyclopean Concrete

Cyclopean Concrete consist out of packed stone of ± 100 mm diameter with cement mix pored in between stones. 1 bag Cement: 150 liter Sand: 22 liter Water

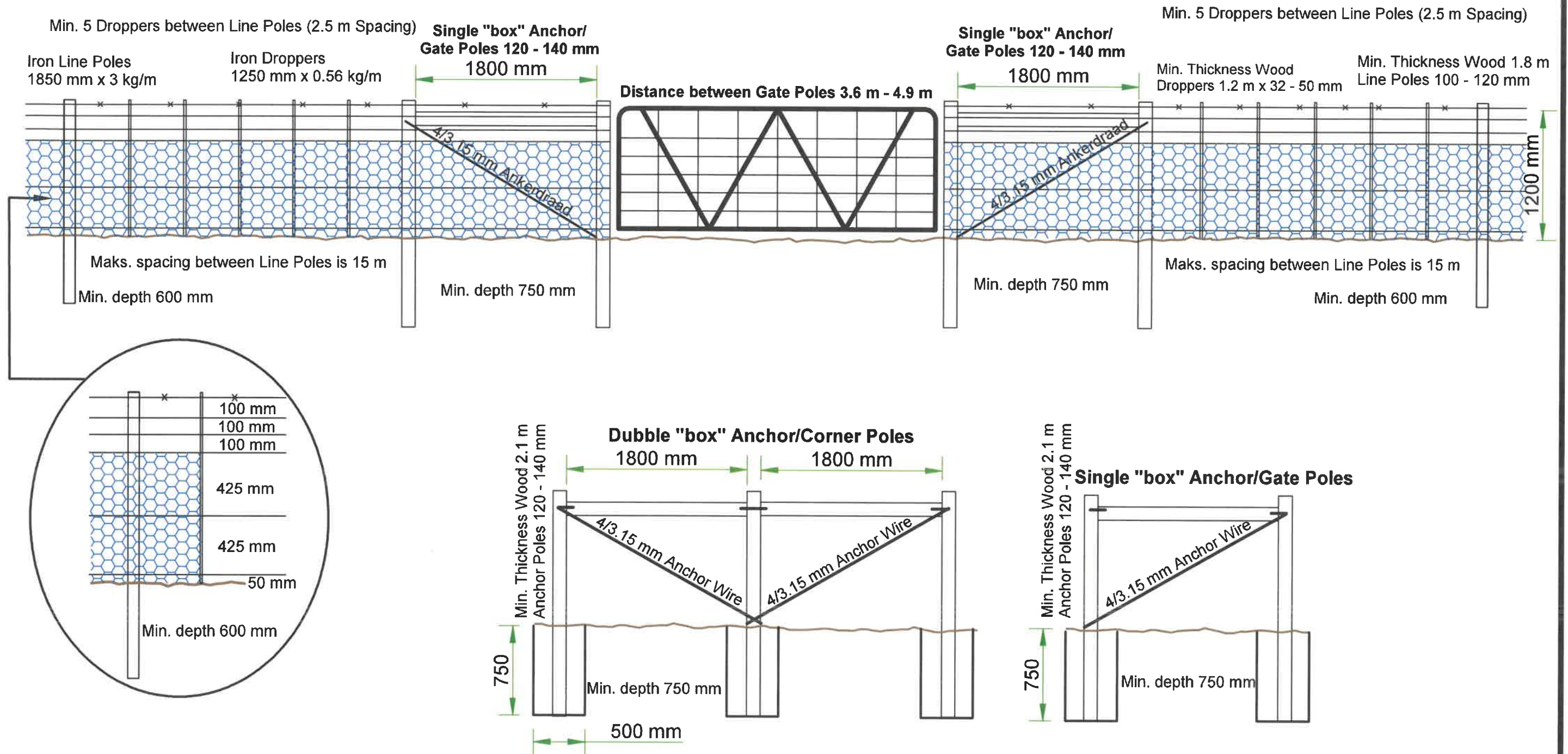
- No changes can be made to plan without prior approval
- By shortening the length of poles will lead to the termination of contract



**Western Cape
Government**

Annexure G

Minimum Specifications for Jackal Proof Fences Grasduin and Bergplaas Project ***Sketch illustrate in both cases where, Iron or Timber Line Poles or Droppers is used.***



Anchor, Corner and Gate Poles must be placed in Cyclopean Concrete

Cyclopean Concrete consist out of packed stone of ± 100 mm diameter with cement mix pored in between stones. 1 bag Cement: 150 liter Sand: 22 liter Water

- No changes can be made to plan without prior approval
- By shortening the length of poles will lead to the termination of contract

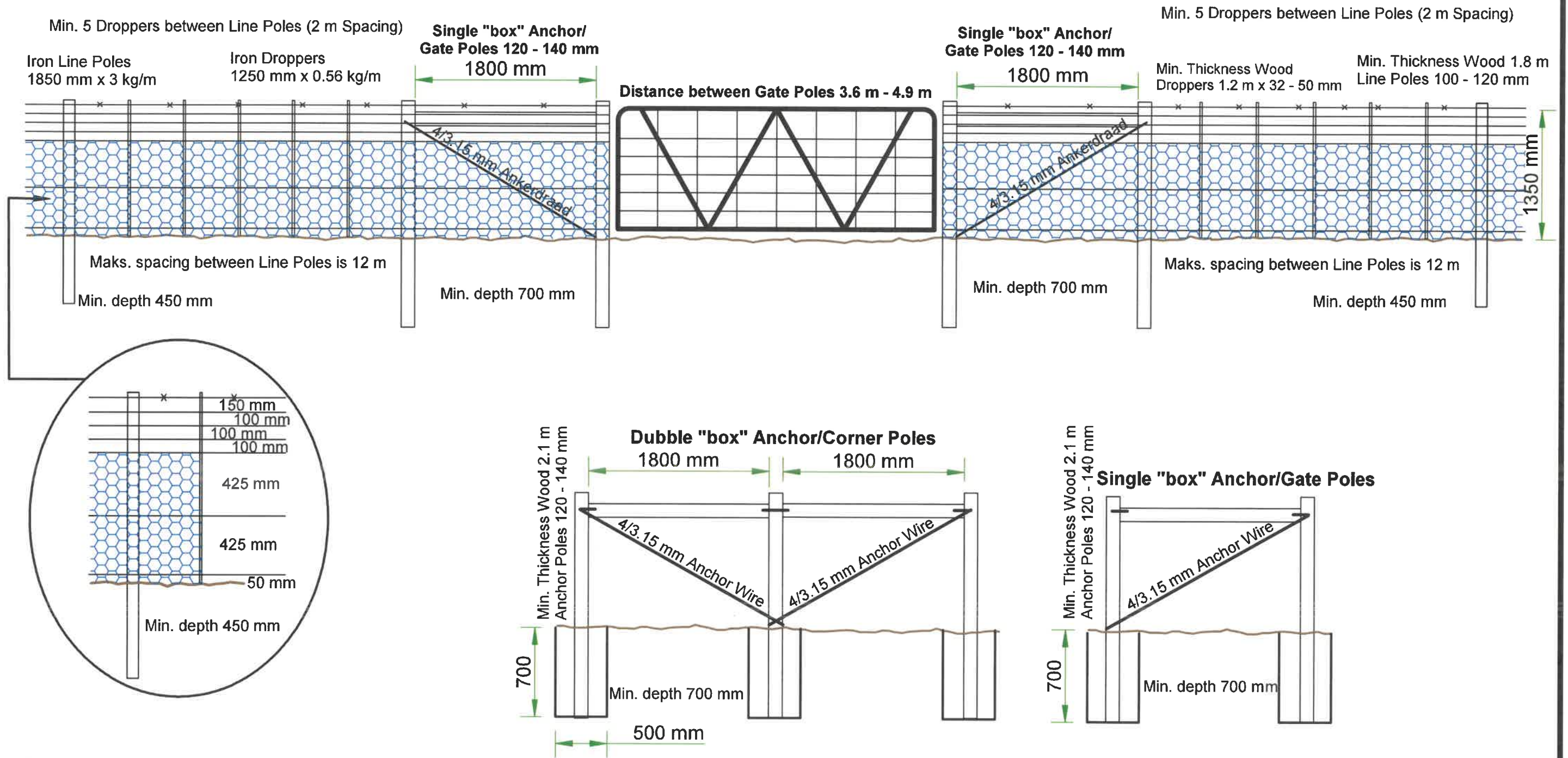


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Annexure H

Minimum Specifications for Jackal Proof Fences - Berg & See Project

Sketch illustrate in both cases where, Iron or Timber Line Poles or Droppers is used.



Anchor, Corner and Gate Poles must be placed in Cyclopean Concrete

Cyclopean Concrete consist out of packed stone of ± 100 mm diameter with cement mix pored in between stones. 1 bag Cement: 150 liter Sand: 22 liter Water

- No changes can be made to plan without prior approval
- By shortening the length of poles will lead to the termination of contract



**Western Cape
Government**

THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

July 2010

NOTES

The purpose of this document is to:

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

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

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

TABLE OF CLAUSES

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

General Conditions of Contract

1. Definitions

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

origin and which have the potential to harm the local industries in the RSA.

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

training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.

- 1.25 “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.

2. Application

- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

4. Standards

- 4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.

5. Use of contract documents and information; inspection.

- 5.1 The supplier shall not, without the purchaser’s prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser’s prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier’s performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier’s records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

- 6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights

arising from use of the goods or any part thereof by the purchaser.

7. Performance security

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

8. Inspections, tests and analyses

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

- 8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.
- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. Packing

- 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

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

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

14. Spare parts

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

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

15. Warranty

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

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

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

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

15.5 If the supplier, having been notified, fails to remedy the defect(s)

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

- | | |
|---|--|
| 16. Payment | <p>16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.</p> <p>16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.</p> <p>16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.</p> <p>16.4 Payment will be made in Rand unless otherwise stipulated in SCC.</p> |
| 17. Prices | <p>17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.</p> |
| 18. Contract amendments | <p>18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.</p> |
| 19. Assignment | <p>19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.</p> |
| 20. Subcontracts | <p>20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.</p> |
| 21. Delays in the supplier's performance | <p>21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.</p> <p>21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.</p> <p>21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.</p> <p>21.4 The right is reserved to procure outside of the contract small quantities</p> |

or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

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

21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

23. Termination for default

23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:

- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
- (b) if the Supplier fails to perform any other obligation(s) under the contract; or
- (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

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

23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

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

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

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

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

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

**24. Anti-dumping
and countervailing
duties and rights**

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

terms of the contract or any other contract or any other amount which may be due to him

25. Force Majeure

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

28. Limitation of liability

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

	(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
29. Governing language	29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
30. Applicable law	30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
31. Notices	31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
32. Taxes and duties	32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country. 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser. 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
33. National Industrial Participation Programme (NIP)	33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
34 Prohibition of Restrictive practices	In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging). 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

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

Js General Conditions of Contract (revised July 2010)