



KWAZULU-NATAL PROVINCE

AGRICULTURE AND RURAL DEVELOPMENT
REPUBLIC OF SOUTH AFRICA

1 Cedara Road, Pietermaritzburg, 3200

KZN Department of Agriculture & Rural Development, Private Bag X9059, Pietermaritzburg, 3200

Tel: 033 355 9100

Invitation to Tender – DARD 09/2022

KwaZulu-Natal– DEPARTMENT OF AGRICULTURE AND RURAL DEVELOPMENT

Suitable and capable service providers are invited to bid **Supply, Deliver and Offload a Total Organic Carbon Analyzer for Analytical Services in Cedara**

Department reserves the right to:

- (i) To accept part of a tender rather than the whole tender.
- (ii) To carry out site inspections, product evaluations or explanatory meetings in order to verify the nature and quality of the services offered by the bidder(s), whether before or after adjudication of the Bid.
- (iii) To correct any mistakes at any stage of the tender that may have been in the Bid documents or occurred at any stage of the tender process.
- (iv) To cancel and/or terminate the tender process at any stage, including after the Closing Date and/or after presentations have been made, and/or after tenders have been evaluated and/or after the preferred bidder(s) have been notified of their status as such.

Prequalifying Criteria

- (i) BBBEE Level 1-4 (as per the provisions of section 4(1) (a) of the PPPFA Regulations, 2017); and
- (ii) EME or QSE (as per the provisions of section 4(1) (b) of the PPPFA Regulations, 2017)

Contact Details for Enquiries

Queries relating to the issue of these documents may be addressed to

Administrative: Ms. Nompumelelo Dladla Tel. No. 033 355 9369: or
Nompumelelo.Dladla@kzndard.gov.za and

Technical: Charmaine Mchunu Tel. No. 067 322 9399 Charmaine.mchunu@kzndard.gov.za

The closing date and time for receipt of Tenders is **25 October 2022 at 11h00**. Telegraphic, telephonic, telex, facsimile, e-mail and late Tender Proposals will not be accepted

Delivery Address: No.1 Cedara Road, Pietermaritzburg, 3200, SCM offices, Tender box

KWAZULU-NATAL PROVINCIAL GOVERNMENT BIDDING FORMS

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**PART A
INVITATION TO BID**

| | | | | | |
|--|---|---------------|--|---------------------------------|---|
| YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY) | | | | | |
| BID NUMBER: | DARD 09/2022 | CLOSING DATE: | 25/10/2022 | CLOSING TIME: | 11h00 |
| DESCRIPTION | Supply, Deliver and Offload a Total Organic Carbon Analyser for Analytical Services in Cedara. | | | | |
| BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS) | | | | | |
| | | | | | |
| BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO | | | TECHNICAL ENQUIRIES MAY BE DIRECTED TO: | | |
| CONTACT PERSON | Nompumelelo Dladla | | CONTACT PERSON | Charmaine Mchunu | |
| TELEPHONE NUMBER | 033 355 9369 | | TELEPHONE NUMBER | 067 322 9399 | |
| FACSIMILE NUMBER | n/a | | FACSIMILE NUMBER | n/a | |
| E-MAIL ADDRESS | nompumelelo.dladla@kzndard.gov.za | | E-MAIL ADDRESS | Charmaine.mchunu@kzndard.gov.za | |
| SUPPLIER INFORMATION | | | | | |
| NAME OF BIDDER | | | | | |
| POSTAL ADDRESS | | | | | |
| STREET ADDRESS | | | | | |
| TELEPHONE NUMBER | CODE | | NUMBER | | |
| CELLPHONE NUMBER | | | | | |
| FACSIMILE NUMBER | CODE | | NUMBER | | |
| E-MAIL ADDRESS | | | | | |
| VAT REGISTRATION NUMBER | | | | | |
| SUPPLIER COMPLIANCE STATUS | TAX COMPLIANCE SYSTEM PIN: | | OR | CENTRAL SUPPLIER DATABASE No: | MAAA |
| B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE | TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No | | B-BBEE STATUS LEVEL SWORN AFFIDAVIT | | [TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No |
| [A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE] | | | | | |
| ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED? | <input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF] | | ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED? | | <input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW] |
| QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS | | | | | |
| IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? | | | <input type="checkbox"/> YES <input type="checkbox"/> NO | | |
| DOES THE ENTITY HAVE A BRANCH IN THE RSA? | | | <input type="checkbox"/> YES <input type="checkbox"/> NO | | |
| DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? | | | <input type="checkbox"/> YES <input type="checkbox"/> NO | | |
| DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? | | | <input type="checkbox"/> YES <input type="checkbox"/> NO | | |
| IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? | | | <input type="checkbox"/> YES <input type="checkbox"/> NO | | |
| IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW. | | | | | |

PART B TERMS AND CONDITIONS FOR BIDDING

| |
|--|
| 1. BID SUBMISSION: |
| 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION. |
| 1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT. |
| 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT. |
| 1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7). |
| 2. TAX COMPLIANCE REQUIREMENTS |
| 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS. |
| 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS. |
| 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA . |
| 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID. |
| 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER. |
| 2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED. |
| 2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE." |

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

SIGNATURE OF BIDDER:.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:.....

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

DATE:

SECTION A

SPECIAL INSTRUCTIONS AND NOTICES TO BIDDERS REGARDING THE COMPLETION OF BIDDING FORMS

PLEASE NOTE THAT THIS BID IS SUBJECT TO TREASURY REGULATIONS 16A ISSUED IN TERMS OF THE PUBLIC FINANCE MANAGEMENT ACT, 1999, THE KWAZULU-NATAL SUPPLY CHAIN MANAGEMENT POLICY FRAMEWORK.

1. Unless inconsistent with or expressly indicated otherwise by the context, the singular shall include the plural and visa versa and with words importing the masculine gender shall include the feminine and the neuter.
2. Under no circumstances whatsoever may the bid forms be retyped or redrafted. Photocopies of the original bid documentation may be used, but an original signature must appear on such photocopies.
3. The bidder is advised to check the number of pages and to satisfy himself that none are missing or duplicated.
4. Bids submitted must be complete in all respects.
5. Bids shall be lodged at the address indicated not later than the closing time specified for their receipt, and in accordance with the directives in the bid documents.
6. Each bid shall be addressed in accordance with the directives in the bid documents and shall be lodged in a separate sealed envelope, with the name and address of the bidder, the bid number and closing date indicated on the envelope. The envelope shall not contain documents relating to any bid other than that shown on the envelope. If this provision is not complied with, such bids may be rejected as being invalid.
7. All bids received in sealed envelopes with the relevant bid numbers on the envelopes are kept unopened in safe custody until the closing time of the bids. Where, however, a bid is received open, it shall be sealed. If it is received without a bid number on the envelope, it shall be opened, the bid number ascertained, the envelope sealed and the bid number written on the envelope.
8. A specific box is provided for the receipt of bids, and no bid found in any other box or elsewhere subsequent to the closing date and time of bid will be considered.
9. No bid sent through the post will be considered if it is received after the closing date and time stipulated in the bid documentation, and proof of posting will not be accepted as proof of delivery.
10. No bid submitted by telefax, telegraphic or other electronic means will be considered.
11. Bidding documents must not be included in packages containing samples. Such bids may be rejected as being invalid.
12. Any alteration made by the bidder must be initialed.
13. Use of correcting fluid is prohibited
14. Bids will be opened in public as soon as practicable after the closing time of bid.
15. Where practical, prices are made public at the time of opening bids.
16. If it is desired to make more than one offer against any individual item, such offers should be given on a photocopy of the page in question. Clear indication thereof must be stated on the schedules attached.
17. Bidder must initial each and every page of the bid document.

SECTION B

REGISTRATION ON THE CENTRAL SUPPLIERS DATABASE

1. In terms of the National Treasury Instruction Note, all suppliers of goods and services to the State are required to register on the Central Suppliers Database.
2. Prospective suppliers should self-register on the CSD website www.csd.gov.za
3. If a business is registered on the Database and it is found subsequently that false or incorrect information has been supplied, then the Department may, without prejudice to any other legal rights or remedies it may have;
 - 3.1 cancel a bid or a contract awarded to such supplier, and the supplier would become liable for any damages if a less favourable bid is accepted or less favourable arrangements are made.
4. **The same principles as set out in paragraph 3 above are applicable should the supplier fail to request updating of its information on the Central Suppliers Database, relating to changed particulars or circumstances.**
5. IF THE SUPPLIER IS NOT REGISTERED AT THE CLOSING TIME OF BID, THE SUPPLIER WILL BE DISQUALIFIED AT THE BID EVALUATION PROCESS.

SECTION C
DECLARATION THAT INFORMATION ON CENTRAL SUPPLIER DATABASE IS CORRECT AND UP TO
DATE
(To be completed by bidder)

THIS IS TO CERTIFY THAT I (name of bidder/authorized representative), WHO

REPRESENTS (state name of bidder)CSD
Registration

Number.....

AM AWARE OF THE CONTENTS OF THE CENTRAL SUPPLIER DATABASE WITH RESPECT TO THE BIDDER'S
DETAILS AND REGISTRATION INFORMATION, AND THAT THE SAID INFORMATION IS CORRECT AND UP TO
DATE AS ON THE DATE OF SUBMITTING THIS BID.

AND I AM AWARE THAT INCORRECT OR OUTDATED INFORMATION MAY BE A CAUSE FOR DISQUALIFICATION
OF THIS BID FROM THE BIDDING PROCESS, AND/OR POSSIBLE CANCELLATION OF THE CONTRACT THAT MAY
BE AWARDED ON THE BASIS OF THIS BID.

.....
SIGNATURE OF BIDDER OR AUTHORISED REPRESENTATIVE

DATE:

PART C

PRICING SCHEDULE

(Goods/Service/Work)

NAME OF BIDDER:

CLOSING TIME: **11h00**

CLOSING DATE: **25/10/2022**

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

| BID NUMBER | DESCRIPTION | TOTAL BID PRICE IN RSA CURRENCY *(All applicable taxes included) |
|---------------------|--|--|
| DARD 09/2022 | SUPPLY, DELIVER AND OFFLOAD A TOTAL ORGANIC CARBON ANALYSER FOR ANALYTICAL SERVICES IN CEDARA | |

Amount in Words:

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

Official Company
Stamp

Signature

PRICING SCHEDULE – FIRM PRICES (PURCHASES)

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

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

| | |
|---|--|
| Name of bidder..... Closing Time 11:00 | Bid number..... Closing date..... |
|---|--|

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

| ITEM NO. | QUANTITY | DESCRIPTION | Unit Price | Total for each unit |
|---|----------|-------------|------------|---------------------|
| 1 | | | | |
| 2 | | | | |
| 3 | | | | |
| 4 | | | | |
| SUB-TOTAL | | | | |
| VAT AT 15% | | | | |
| GRAND TOTAL (BID PRICE IN RSA CURRENCY WITH ALL APPLICABLE TAXES INCLUDED) | | | | |

- Required by:
- At:
- Brand and model
- Country of origin
- Does the offer comply with the specification(s)? *YES/NO
- If not to specification, indicate deviation(s)
- Period required for delivery
*Delivery: Firm/not firm
- Delivery basis

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

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

*Delete if not applicable

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

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

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

| | |
|---------------------|-------------------|
| Name of bidder..... | Bid number..... |
| Closing Time 11:00 | Closing date..... |

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

| ITEM NO. | QUANTITY | DESCRIPTION | Unit Price | Total for each unit |
|--|----------|-------------|------------|---------------------|
| 1 | | | | |
| 2 | | | | |
| 3 | | | | |
| 4 | | | | |
| SUB-TOTAL | | | | |
| VAT AT 15% | | | | |
| GRAND TOTAL (BID PRICE IN RSA CURRENCY WITH ALL APPLICABLE TAXES INCLUDED) | | | | |

-
- Required by:.....
 - At:.....
 - Brand and model.....
 - Country of origin.....
 - Does the offer comply with the specification(s)? *YES/NO
 - If not to specification, indicate deviation(s)
 - Period required for delivery.....
 - Delivery: *Firm/not firm

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

*Delete if not applicable

PRICE ADJUSTMENTS

A NON-FIRM PRICES SUBJECT TO ESCALATION

1. IN CASES OF PERIOD CONTRACTS, NON FIRM PRICES WILL BE ADJUSTED (LOADED) WITH THE ASSESSED CONTRACT PRICE ADJUSTMENTS IMPLICIT IN NON FIRM PRICES WHEN CALCULATING THE COMPARATIVE PRICES

2. IN THIS CATEGORY PRICE ESCALATIONS WILL ONLY BE CONSIDERED IN TERMS OF THE FOLLOWING FORMULA:

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

Where:

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

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

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

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

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

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

B PRICES SUBJECT TO RATE OF EXCHANGE VARIATIONS

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

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

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

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

PRICING SCHEDULE
(Professional Services)

| | |
|---|--|
| Name of bidder..... Closing Time 11:00 | Bid number..... Closing date..... |
|---|--|

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

| ITEM NO. | DESCRIPTION | BID PRICE IN RSA CURRENCY WITH ALL APPLICABLE TAXES INCLUDED) |
|----------|-------------|---|
| | | |

- The accompanying information must be used for the formulation of proposals
- Bidders are required to indicate a ceiling price based on the total estimated time for completion of all phases and including all expenses inclusive of all applicable taxes for the project.
- PERSONS WHO WILL BE INVOLVED IN THE PROJECT AND RATES APPLICABLE (CERTIFIED INVOICES MUST BE RENDERED IN TERMS HEREOF)

R.....

- PERSON AND POSITION

HOURLY RATE

DAILY RATE

| | | |
|-------|--------|-------|
| ..... | R..... | ..... |
| ..... | R..... | ..... |
| ..... | R..... | ..... |
| ..... | R..... | ..... |
| ..... | R..... | ..... |

- PHASES ACCORDING TO WHICH THE PROJECT WILL BE COMPLETED, COST PER PHASE AND MAN-DAYS TO BE SPENT

| | | |
|-------|--------|-------|
| ..... | R..... | ..... |
| ..... | R..... | days |
| ..... | R..... | days |
| ..... | R..... | days |

- Travel expenses (specify, for example rate/km and total km, class of airtravel, etc). Only actual costs are recoverable. Proof of the expenses incurred must accompany certified invoices.

| DESCRIPTION OF EXPENSE TO BE INCURRED | RATE | QUANTITY | AMOUNT |
|---------------------------------------|-------|----------|---------|
| | | | R |
| | | | R |
| | | | R |
| | | | R |
| | | | R |

TOTAL: R.....

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

Travel expenses (specify, for example rate/km and total km, class of airtravel, etc). Only actual costs are recoverable. Proof of the expenses incurred must accompany certified invoices.

| DESCRIPTION OF EXPENSE TO BE INCURRED | RATE | QUANTITY | AMOUNT |
|---------------------------------------|-------|----------|---------|
| | | | R |
| | | | R |
| | | | R |
| | | | R |
| | | | R |

TOTAL: R.....

6. Period required for commencement with project after acceptance of bid

7. Estimated man-days for completion of project

8. Are the rates quoted firm for the full period of contract?

*YES/NO

9. If not firm for the full period, provide details of the basis on which adjustments will be applied for, for example consumer price index.

***[DELETE IF NOT APPLICABLE]**

Any enquiries regarding bidding procedures may be directed to the –

(INSERT NAME AND ADDRESS OF DEPARTMENT/ENTITY)

Tel:

Or for technical information –

(INSERT NAME OF CONTACT PERSON)

Tel:

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

| Full Name | Identity Number | Name of State institution |
|-----------|-----------------|---------------------------|
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? **YES/NO**

2.2.1 If so, furnish particulars:

.....

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

2.3.1 If so, furnish particulars:

.....

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

3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6

OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE
SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

| | |
|--------------------|----------------------|
| Signature | Date |
| Position | Name of bid |

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

SECTION G

This document must be signed and submitted together with your bid

THE NATIONAL INDUSTRIAL PARTICIPATION PROGRAMME

INTRODUCTION

The National Industrial Participation (NIP) Programme, which is applicable to all government procurement contracts that have an imported content, became effective on the 1 September 1996. The NIP policy and guidelines were fully endorsed by Cabinet on 30 April 1997. In terms of the Cabinet decision, all state and parastatal purchases / lease contracts (for goods, works and services) entered into after this date, are subject to the NIP requirements. NIP is obligatory and therefore must be complied with. The Industrial Participation Secretariat (IPS) of the Department of Trade and Industry (DTI) is charged with the responsibility of administering the programme.

1 PILLARS OF THE PROGRAMME

- 1.1 The NIP obligation is benchmarked on the imported content of the contract. Any contract having an imported content equal to or exceeding US\$ 10 million or other currency equivalent to US\$ 10 million will have a NIP obligation. This threshold of US\$ 10 million can be reached as follows:
 - (a) Any single contract with imported content exceeding US\$10 million.
or
 - (b) Multiple contracts for the same goods, works or services each with imported content exceeding US\$3 million awarded to one seller over a 2 year period which in total exceeds US\$10 million.
or
 - (c) A contract with a renewable option clause, where should the option be exercised the total value of the imported content will exceed US\$10 million.
or
 - (d) Multiple suppliers of the same goods, works or services under the same contract, where the value of the imported content of each allocation is equal to or exceeds US\$ 3 million worth of goods, works or services to the same government institution, which in total over a two (2) year period exceeds US\$10 million.
- 1.2 The NIP obligation applicable to suppliers in respect of sub-paragraphs 1.1 (a) to 1.1 (c) above will amount to 30 % of the imported content whilst suppliers in respect of paragraph 1.1 (d) shall incur 30% of the total NIP obligation on a *pro-rata* basis.
- 1.3 To satisfy the NIP obligation, the DTI would negotiate and conclude agreements such as investments, joint ventures, sub-contracting, licensee production, export promotion, sourcing arrangements and research and development (R&D) with partners or suppliers.
- 1.4 A period of seven years has been identified as the time frame within which to discharge the obligation.

2 REQUIREMENTS OF THE DEPARTMENT OF TRADE AND INDUSTRY

- 2.1 In order to ensure effective implementation of the programme, successful bidders (contractors) are required to, immediately after the award of a contract that is in excess of **R10 million** (ten million Rands), submit details of such a contract to the DTI for reporting purposes.
- 2.2 The purpose for reporting details of contracts in excess of the amount of R10 million (ten million Rands) is to cater for multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as provided for in paragraphs 1.1.(b) to 1.1. (d) above.

3 BID SUBMISSION AND CONTRACT REPORTING REQUIREMENTS OF BIDDERS AND SUCCESSFUL BIDDERS (CONTRACTORS)

- 3.1 Bidders are required to sign and submit this Standard Bidding Document (SBD 5) together with the bid on the closing date and time.
- 3.2 In order to accommodate multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as indicated in sub-paragraphs 1.1 (b) to 1.1 (d) above and to enable the DTI in determining the NIP obligation, successful bidders (contractors) are required, immediately after being officially notified about any successful bid with a value in excess of R10 million (ten million Rands), to contact and furnish the DTI with the following information:
 - Bid / contract number.
 - Description of the goods, works or services.
 - Date on which the contract was accepted.
 - Name, address and contact details of the government institution.
 - Value of the contract.
 - Imported content of the contract, if possible.
- 3.3 The information required in paragraph 3.2 above must be sent to the Department of Trade and Industry, Private Bag X 84, Pretoria, 0001 for the attention of Mr Elias Malapane within five (5) working days after award of the contract. Mr Malapane may be contacted on telephone (012) 394 1401, facsimile (012) 394 2401 or e-mail at Elias@thedti.gov.za for further details about the programme.

4 PROCESS TO SATISFY THE NIP OBLIGATION

- 4.1 Once the successful bidder (contractor) has made contact with and furnished the DTI with the information required, the following steps will be followed:
 - a. the contractor and the DTI will determine the NIP obligation;
 - b. the contractor and the DTI will sign the NIP obligation agreement;
 - c. the contractor will submit a performance guarantee to the DTI;
 - d. the contractor will submit a business concept for consideration and approval by the DTI;
 - e. upon approval of the business concept by the DTI, the contractor will submit detailed business plans outlining the business concepts;
 - f. the contractor will implement the business plans; and
 - g. the contractor will submit bi-annual progress reports on approved plans to the DTI.

- 4.2 The NIP obligation agreement is between the DTI and the successful bidder (contractor) and, therefore, does not involve the purchasing institution.

| | | | |
|----------------------|--|----------------------|--|
| Bid number | | Closing date: | |
| Name of bidder..... | | | |
| Postal address | | | |
| | | | |
| Signature..... | | Name (in print)..... | |
| Date..... | | | |

SECTION H

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

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

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

1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to all bids:
- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
 - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).
- 1.2
- a) The value of this bid is estimated to **not exceed** R50 000 000 (all applicable taxes included) and therefore the **80/20** preference point system shall be applicable; or
 - b) Either the 80/20 or 90/10 preference point system will be applicable to this tender (*delete whichever is not applicable for this tender*).
- 1.3 Points for this bid shall be awarded for:
- (a) Price; and
 - (b) B-BBEE Status Level of Contributor.
- 1.4 The maximum points for this bid are allocated as follows:
- | | POINTS |
|--|------------|
| PRICE | 80 |
| B-BBEE STATUS LEVEL OF CONTRIBUTOR | 20 |
| Total points for Price and B-BBEE must not exceed | 100 |
- 1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
- 1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser

2. DEFINITIONS

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;

- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **“price”** includes all applicable taxes less all unconditional discounts;
- (h) **“proof of B-BBEE status level of contributor”** means:
 - 1) B-BBEE Status level certificate issued by an authorized body or person;
 - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

4. POINTS AWARDED FOR PRICE

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

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

80/20 or 90/10

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

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

Pmin = Price of lowest acceptable bid

4.2 FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME-GENERATING PROCUREMENT

4.3 POINTS AWARDED FOR PRICE

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

80/20 or 90/10

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

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

Pmax = Price of highest acceptable bid

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

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

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

6. BID DECLARATION

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

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

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

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

8. SUB-CONTRACTING

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

(Tick applicable box)

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

8.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted.....%
- ii) The name of the sub-contractor.....
- iii) The B-BBEE status level of the sub-contractor.....
- iv) Whether the sub-contractor is an EME or QSE

(Tick applicable box)

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

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

| Designated Group: An EME or QSE which is at last 51% owned by: | EME √ | QSE √ |
|---|----------|----------|
| Black people | | |
| Black people who are youth | | |
| Black people who are women | | |
| Black people with disabilities | | |
| Black people living in rural or underdeveloped areas or townships | | |
| Cooperative owned by black people | | |
| Black people who are military veterans | | |
| OR | | |
| Any EME | | |
| Any QSE | | |

9. **DECLARATION WITH REGARD TO COMPANY/FIRM**

9.1 Name of company/firm:.....

9.2 VAT registration number:.....

9.3 Company registration number:.....

9.4 **TYPE OF COMPANY/ FIRM**

- ☐ Partnership/Joint Venture / Consortium
- ☐ One person business/sole propriety
- ☐ Close corporation
- ☐ Company
- ☐ (Pty) Limited

[TICK APPLICABLE BOX]

9.5 **DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

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

9.6 **COMPANY CLASSIFICATION**

- ☐ Manufacturer
- ☐ Supplier
- ☐ Professional service provider
- ☐ Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

9.7 Total number of years the company/firm has been in business:.....

9.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the bidder or contractor, its shareholders and directors, or only the

shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and

- (e) forward the matter for criminal prosecution.

WITNESSES

1.
2.

.....
SIGNATURE(S) OF BIDDERS(S)

DATE:

ADDRESS

.....

.....

EME'S AND QSE'S MUST COMPLETE THE FOLLOWING APPLICABLE AFFIDAVIT FORM TO CLAIM PREFERENCE POINTS

SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE

I, the undersigned,

| | |
|--------------------------------|--|
| Full name & Surname | |
| Identity number | |

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.
2. I am a member / director / owner of the following enterprise and am duly authorised to act on its behalf:

| | |
|--|---|
| Enterprise Name | |
| Trading Name (If Applicable): | |
| Registration Number | |
| Enterprise Physical Address: | |
| Type of Entity (CC, (Pty) Ltd, Sole Prop etc.): | |
| Nature of Business: | |
| Definition of "Black People" | As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 "Black People" is a generic term which means Africans, Coloureds and Indians – (a) who are citizens of the Republic of South Africa by birth or descent; or (b) who became citizens of the Republic of South Africa by naturalisation- I. before 27 April 1994; or II. on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date;" |
| Definition of "Black Designated Groups" | "Black Designated Groups means: (a) unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution; (b) Black people who are youth as defined in the National Youth Commission Act of 1996; (c) Black people who are persons with disabilities as defined in the Code of Good Practice on employment of people with disabilities issued under the Employment Equity Act; (d) Black people living in rural and under developed areas; (e) Black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011;" |

3. I hereby declare under Oath that:

- The Enterprise is _____% Black Owned as per Amended Code Series 100 of the amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as amended by Act No 46 of 2013,
- The Enterprise is _____% Black Female Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,

- The Enterprise is _____% Black Designated Group Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- Black Designated Group Owned % Breakdown as per the definition stated above:
 - Black Youth % = _____%
 - Black Disabled % = _____%
 - Black Unemployed % = _____%
 - Black People living in Rural areas % = _____%
 - Black Military Veterans % = _____%
- Based on the Financial Statements/Management Accounts and other information available on the latest financial year-end of _____, the annual Total Revenue was R10,000,000.00 (Ten Million Rands) or less
- Please Confirm on the below table the B-BBEE Level Contributor, **by ticking the applicable box.**

| | | |
|---------------------------|---|--|
| 100% Black Owned | Level One (135% B-BBEE procurement recognition level) | |
| At least 51% Black Owned | Level Two (125% B-BBEE procurement recognition level) | |
| Less than 51% Black Owned | Level Four (100% B-BBEE procurement recognition level) | |

- I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the Owners of the Enterprise, which I represent in this matter.
- The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

Deponent Signature: _____

Date: ____/____/____

| |
|--------------|
| |
| Stamp |

Signature of Commissioner of Oaths

SWORN AFFIDAVIT – B-BBEE QUALIFYING SMALL ENTERPRISE

I, the undersigned,

| | |
|--------------------------------|--|
| Full name & Surname | |
| Identity number | |

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.
2. I am a member / director / owner of the following enterprise and am duly authorised to act on its behalf:

| | |
|--|---|
| Enterprise Name | |
| Trading Name (If Applicable): | |
| Registration Number | |
| Enterprise Physical Address: | |
| Type of Entity (CC, (Pty) Ltd, Sole Prop etc.): | |
| Nature of Business: | |
| Definition of “Black People” | As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 “Black People” is a generic term which means Africans, Coloureds and Indians – (c) who are citizens of the Republic of South Africa by birth or descent; or (d) who became citizens of the Republic of South Africa by naturalisation- III. before 27 April 1994; or IV. on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date;” |
| Definition of “Black Designated Groups” | “Black Designated Groups means: (f) unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution; (g) Black people who are youth as defined in the National Youth Commission Act of 1996; (h) Black people who are persons with disabilities as defined in the Code of Good Practice on employment of people with disabilities issued under the Employment Equity Act; (i) Black people living in rural and under developed areas; (j) Black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011;” |

3. I hereby declare under Oath that:
 - The Enterprise is _____% Black Owned as per Amended Code Series 100 of the amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as amended by Act No 46 of 2013,

- The Enterprise is _____% Black Female Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise is _____% Black Designated Group Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- Black Designated Group Owned % Breakdown as per the definition stated above:
 - Black Youth % = _____%
 - Black Disabled % = _____%
 - Black Unemployed % = _____%
 - Black People living in Rural areas % = _____%
 - Black Military Veterans % = _____%
- Based on the Financial Statements/Management Accounts and other information available on the latest financial year-end of _____, the annual Total Revenue was between R10,000,000.00 (Ten Million Rands) and R50,000,000.00 (Fifty Million Rands),
- Please Confirm on the below table the B-BBEE Level Contributor, **by ticking the applicable box.**

| | | |
|--------------------------|--|--|
| 100% Black Owned | Level One (135% B-BBEE procurement recognition level) | |
| At Least 51% black owned | Level Two (125% B-BBEE procurement recognition level) | |

- I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the Owners of the Enterprise, which I represent in this matter.
- The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

Deponent Signature: _____

Date: ____/____/____

| |
|--------------|
| |
| Stamp |

Signature of Commissioner of Oaths

SECTION J

CONTRACT FORM - PURCHASE OF GOODS/WORKS

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

PART 1 (TO BE FILLED IN BY THE BIDDER)

1. I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to (name of institution)..... in accordance with the requirements and specifications stipulated in bid number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the purchaser during the validity period indicated and calculated from the closing time of bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, viz
 - Invitation to bid;
 - Tax clearance certificate;
 - Pricing schedule(s);
 - Technical Specification(s);
 - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
 - Declaration of interest;
 - Declaration of bidder's past SCM practices;
 - Certificate of Independent Bid Determination
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfilment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES

1

2.

- - -

CONTRACT FORM - PURCHASE OF GOODS/WORKS

PART 2 (TO BE FILLED IN BY THE PURCHASER)

1. I..... in my capacity as..... accept your bid under reference numberdated.....for the supply of goods/works indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating delivery instructions is forthcoming.
3. I undertake to make payment for the goods/works delivered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice accompanied by the delivery note.

| ITEM NO. | PRICE (ALL APPLICABLE TAXES INCLUDED) | BRAND | DELIVERY PERIOD | B-BBEE STATUS LEVEL OF CONTRIBUTION | MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable) |
|----------|---------------------------------------|-------|-----------------|-------------------------------------|--|
| | | | | | |

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

SIGNED ATON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1.

2.

DATE

CONTRACT FORM - RENDERING OF SERVICES

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

PART 1 (TO BE FILLED IN BY THE SERVICE PROVIDER)

1. I hereby undertake to render services described in the attached bidding documents to (name of the institution)..... in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid .
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (iv) Bidding documents, viz
 - Invitation to bid;
 - Tax clearance certificate;
 - Pricing schedule(s);
 - Filled in task directive/proposal;
 - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
 - Declaration of interest;
 - Declaration of bidder's past SCM practices;
 - Certificate of Independent Bid Determination;
 - Special Conditions of Contract;
 - (v) General Conditions of Contract; and
 - (vi) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfilment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES

1

.....

2

CONTRACT FORM - RENDERING OF SERVICES**PART 2 (TO BE FILLED IN BY THE PURCHASER)**

1. I..... in my capacity as..... accept your bid under reference numberdated.....for the rendering of services indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating service delivery instructions is forthcoming.
3. I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice.

| DESCRIPTION OF SERVICE | PRICE (ALL APPLICABLE TAXES INCLUDED) | COMPLETION DATE | B-BBEE STATUS LEVEL OF CONTRIBUTION | MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable) |
|------------------------|---------------------------------------|-----------------|-------------------------------------|--|
| | | | | |

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

SIGNED ATON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1

2

DATE:

CONTRACT FORM - SALE OF GOODS/WORKS

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

PART 1 (TO BE FILLED IN BY THE BIDDER)

1. I hereby undertake to purchase all or any of the goods and/or works described in the attached bidding documents from (name of institution)..... in accordance with the requirements stipulated in (bid number)..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the seller during the validity period indicated and calculated from the closing time of bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (vii) Bidding documents, viz
 - Invitation to bid;
 - Tax clearance certificate;
 - Pricing schedule(s);
 - Declaration of interest;
 - Declaration of bidder's past SCM practices;
 - Special Conditions of Contract;
 - (viii) General Conditions of Contract; and
 - (ix) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) cover all my obligations and I accept that any mistakes regarding price(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
5. I undertake to make payment for the goods/works as specified in the bidding documents.
6. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
7. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES

1

3.

DATE:

CONTRACT FORM - SALE OF GOODS/WORKS**PART 2 (TO BE FILLED IN BY THE SELLER)**

1. I..... in my capacity as..... accept your bid under reference numberdated.....for the purchase of goods/works indicated hereunder and/or further specified in the annexure(s).
2. I undertake to make the goods/works available in accordance with the terms and conditions of the contract.

| ITEM NO. | DESCRIPTION | PRICE (ALL APPLICABLE TAXES INCLUDED) | | |
|----------|-------------|---------------------------------------|--|--|
| | | | | |

3. I confirm that I am duly authorised to sign this contract.

SIGNED ATON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

3.

4.

DATE

SECTION M

GENERAL CONDITIONS OF CONTRACT

1. Definitions

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 anything 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

- 1.1 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.
- 1.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 1.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

- 1.1 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.
- 1.2 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.

- 4.1 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.
- 4.2 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.
- 4.3 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.
- 4.4 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:
8. 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
9. 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

- 1.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 1.2 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.

2. Delivery and documents

- 2.1 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.
- 2.2 Documents to be submitted by the supplier are specified in SCC.

3. Insurance

- 3.1 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.

4. Transportation

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

5. Incidental Services

- 5.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
 - (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
 - (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
 - (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.
- 5.2 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.

6. Spare parts

- 6.1 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.

7. Warranty

- 7.1 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.
- 7.2 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.
- 7.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 7.4 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.
- 7.5 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.

8. Payment

- 8.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 8.2 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.
- 8.3 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.
- 8.4 Payment will be made in Rand unless otherwise stipulated in SCC.

9. Prices

- 9.1 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.

10. Contract amendments

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

11. Assignment

- 11.1 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.

12. Subcontracts

- 12.1 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.

13. Delays in the supplier's performance

- 13.1 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.
- 13.2 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.
- 13.3 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.
- 13.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
- 13.5 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.
- 13.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling 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.

14. Penalties

- 14.1 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.

15. Termination for default

- 15.1 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.
- 15.2 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.
- 15.3 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.
- 15.4 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.
- 15.5 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.

15.6 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.

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

15.7 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.

16. Anti-dumping and countervailing duties and rights

16.1 When, after the date of bid, provisional payments are required, or antidumping 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.

17. Force Majeure

17.1 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.

17.2 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.

18. Termination for insolvency

18.1 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.

19. Settlement of Disputes

19.1 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.

19.2 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.

19.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

19.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

19.5 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.

20. Limitation of liability

20.1 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.

21. Governing language

21.1 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.

22. Applicable law

22.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.

23. Notices

23.1 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

23.2 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.

24. Taxes and duties

24.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.

24.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.

24.3 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.

25. National Industrial Participation (NIP) Programme

25.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.

26. Prohibition of Restrictive practices

- 26.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
- 26.2 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

SECTION N

SPECIAL CONDITIONS OF CONTRACT

This bid is subject to the Preferential Procurement Policy Framework Act and the Preferential Procurement Regulations, 2017; the General Conditions of Contract (GCC) and the following applicable other Special Conditions of Contract.

The offers must remain valid for a period of 120 days from the closing date of the submission of bids.

1. CONTRACT PERIOD

1.1 The contract period is once off.

2. EVALUATION CRITERIA

There are **four** stages in the selection process, namely,

- a) Stage one: Pre-qualification Criteria
- b) Stage two: Administrative Compliance
- c) Stage three: Functionality Criteria
- d) Stage four: Price and BBEE

ensuring that bids comply with administrative Compliance and the price and preference points.

2.1. Stage 2 - Administrative Compliance

Check and verify compliance with the submission and completion of compulsory bid documents Sections A to Q.

Failure to comply with any of the sections contained in the bid document that constitute step one will render the bid invalid

The following documentation must be submitted:

| Criteria | | Yes | No | Remarks |
|------------|---|-----|----|---------|
| Section A | Invitation to Bid. | | | |
| Section B | Terms and Conditions for bidding | | | |
| Section C | Special instructions regarding completion of bid | | | |
| Section D | Registration on central suppliers' database | | | |
| Section E | Declaration that Information on Central Suppliers Database is correct and up to date. | | | |
| Section F | Pricing schedule – firm prices | | | |
| Section G | Declaration of interest | | | |
| Section H | Official Briefing session form | | | |
| Section I | Authority to sign a bid | | | |
| Section J | Conditions of contract | | | |
| Section K | Special conditions of contract | | | |
| Section L | Schedule of variation form goods or services information | | | |
| Section M | Schedule of alternative bids | | | |
| Section N | National industrial participation programme | | | |
| Section O | Preference claim form (6.1) Points claim | | | |
| Section P | Declaration of Bidders Past Supply Chain Management Practices | | | |
| Section Q | Certificate of independent bid determination | | | |
| ANNEXURE C | General conditions of contract | | | |
| ANNEXURE D | Terms of reference/ Specification | | | |

2.2. Preferential Point Evaluation

2.2.1. This bid will be evaluated using the 80/20 preference point system.

2.2.2. Bidders must comply with SBD 6.1 Declaration form to claim preference points.

3. BID APPEAL TRIBUNAL

PLEASE NOTE:

Any appeals regarding the award of this bid should be lodged within 5 working days from the date of the publication of bid results in the Government Tender Bulletin which is published every week on Friday and may be down loaded from the website www.tenderbulletin.gov.za.

The address provided for the lodging of appeals is:

The Chairperson
Bid Appeals Tribunal
Private Bag X9082
Pietermaritzburg
3200

FAX NO.: (033) 897 4501

SECTION O

AUTHORITY TO SIGN A BID

BIDDERS MUST COMPLETE THE RELEVANT APPLICABLE SECTION: A, B, C, D, E, F & G HEREUNDER

A. CLOSE CORPORATION

In the case of a close corporation submitting a bid, a certified copy of the Founding Statement of such corporation shall be included with the bid, together with the resolution by its members authorizing a member or other official of the corporation to sign the documents on their behalf.

By resolution of members at a meeting on 20..... at

.....Mr/Ms....., whose

signature appears below, has been authorised to sign all documents in connection with this bid

on behalf of (Name of Close Corporation)

.....

SIGNED ON BEHALF OF CLOSE CORPORATION: (PRINT NAME)

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

SIGNATURE OF SIGNATORY:

WITNESSES:

1.....

2.....

B. COMPANIES

If a Bidder is a company, a certified copy of the resolution by the board of directors, personally signed by the chairperson of the board, authorising the person who signs this bid to do so, as well as to sign any contract resulting from this bid and any other documents and correspondence in connection with this bid and/or contract on behalf of the company must be submitted with this bid, that is before the closing time and date of the bid

AUTHORITY BY BOARD OF DIRECTORS

By resolution passed by the Board of Directors on.....20....., Mr/Mrs.....

..... (whose signature appears

below) has been duly authorised to sign all documents in connection with this bid on behalf of

(Name of Company)

IN HIS/HER CAPACITY AS:

SIGNED ON BEHALF OF COMPANY:

(PRINT NAME)

SIGNATURE OF SIGNATORY: **DATE:**

WITNESSES:

1.

2.....

C. SOLE PROPRIETOR (ONE – PERSON BUSINESS)

I, the undersigned..... hereby confirm that I am the

sole owner of the business trading as

.....

.....
SIGNATURE **DATE**

D. PARTNERSHIP

The following particulars in respect of every partner must be furnished and signed by every partner:

| Full name of partner | Residential address | Signature |
|----------------------|---------------------|-----------|
|----------------------|---------------------|-----------|

| | | |
|-------|-------|-------|
| | | |
| | | |
| | | |
| | | |

We, the undersigned partners in the business trading as.....

hereby authoriseto sign this bid as well as any
contract resulting from the bid and any other documents and correspondence in connection
with this bid and /or contract on behalf of

| | | |
|---------------------------|---------------------------|---------------------------|
| SIGNATURE | SIGNATURE | SIGNATURE |
|---------------------------|---------------------------|---------------------------|

| | | |
|----------------------|----------------------|----------------------|
| DATE | DATE | DATE |
|----------------------|----------------------|----------------------|

E CO-OPERATIVE

A certified copy of the Constitution of the co-operative must be included with the bid, together with the resolution by its members authoring a member or other official of the co-operative to sign the bid documents on their behalf.

By resolution of members at a meeting on 20..... at

Mr/Ms....., whose signature appears below, has been authorised to sign all documents in connection with this bid on behalf of (Name of co-operative).....

SIGNATURE OF AUTHORISED REPRESENTATIVE/SIGNATORY:

.....

IN HIS/HER CAPACITY AS:

DATE:

SIGNED ON BEHALF OF CO-OPERATIVE:

NAME IN BLOCK LETTERS:

WITNESSES:

1.

2.....

F JOINT VENTURE

If a Bidder is a joint venture, a certified copy of the resolution/agreement passed/reached signed by the duly authorized representatives of the enterprises, authorizing the representatives who sign this bid to do so, as well as to sign any contract resulting from this bid and any other documents and correspondence in connection with this bid and/or contract on behalf of the joint venture must be submitted with this bid, before the closing time and date of the bid.

AUTHORITY TO SIGN ON BEHALF OF THE JOINT VENTURE

By resolution/agreement passed/reached by the joint venture partners on.....20.....,

Mr/Mrs....., Mr/Mrs.....

Mr/Mrs..... and Mr/Mrs..... (whose signatures appears below) has been duly authorised to sign all documents in connection with this bid on behalf of:

(Name of Joint Venture)

IN HIS/HER CAPACITY AS:

SIGNED ON BEHALF OF COMPANY:
(PRINT NAME)

SIGNATURE:

DATE:

IN HIS/HER CAPACITY AS:

SIGNED ON BEHALF OF COMPANY:

(PRINT NAME)

SIGNATURE:

DATE:

IN HIS/HER CAPACITY AS:

SIGNED ON BEHALF OF COMPANY:

(PRINT NAME)

SIGNATURE:

DATE:

IN HIS/HER CAPACITY AS:

SIGNED ON BEHALF OF COMPANY:

(PRINT NAME)

SIGNATURE:

DATE:

G. CONSORTIUM

If a bidder is a consortium, a certified copy of the resolution/agreement passed/reached signed by the duly authorized representatives of concerned enterprises, authorizing the representatives who sign this bid to do so, as well as to sign any contract resulting from this bid and any other documents and correspondence in connection with this bid and/or contract on behalf of the consortium must be submitted with this bid, before the closing time and date of the bid.

AUTHORITY TO SIGN ON BEHALF OF THE CONSORTIUM

By resolution/agreement passed/reached by the consortium on.....20.....,

Mr/Mrs..... and Mr/Mrs..... (whose signatures appears below) has been duly authorised to sign all documents in connection with this bid on behalf of:

(Name of Consortium)

IN HIS/HER CAPACITY AS:

SIGNATURE:

DATE:

SECTION P

TERMS OF REFERENCE

SUPPLY, DELIVER AND OFFLOAD A TOTAL ORGANIC CARBON ANALYSER FOR ANALYTICAL SERVICES IN CEDARA

1. INTRODUCTION

- 1.1. The KwaZulu-Natal (KZN) Department of Agriculture and Rural Development (DARD) wishes to procure a Total Organic Carbon Analyser for use in the Soil Fertility Research; Plant Nutrition; Feed Quality and Soil Fertility Routine Laboratories of Analytical Services.

2. BACKGROUND

- 2.1. The KwaZulu-Natal Department of Agriculture and Rural Development offers laboratory services within the Directorate: Agricultural Crop Research Services, Sub-Directorate Analytical Services.
- 2.2. These laboratories are for routine laboratory services where samples are analysed for clients to assist with optimization agricultural production based on science:
 - 2.1.1 Soil Fertility Laboratory
 - 2.1.2 Plant Nutrition Laboratory
 - 2.1.3 Feed Quality Laboratory
 - 2.1.4 Plant Health Laboratory
 - 2.1.5 Salinity Laboratory
- 2.3. For research purposes:
 - 2.3.1 Biochemistry
 - 2.3.2 Soil Fertility Research
- 2.4. Acquiring, upgrading and replacement of sensitive laboratory equipment is an ongoing process in the Directorate, thereby ensuring excellent, science based results and recommendations.
- 2.5. Within the Soil Fertility Research Laboratory, there is a need to acquire a Total Organic Carbon Analyser (TOC), which gives accurate and quality results for Total Carbon (TC); Organic, Inorganic, Non Purgeable, Particulate and Dissolved Organic Carbon (TOC, TIC, NPOC, POC and DOC respectively), as well as Total Nitrogen (NT and TNb) in liquid; solid and particle containing matrixes important in Agricultural Production Systems.
- 2.6. The TOC is an expensive piece of equipment and as such, a tender process needs to be initiated to procure it.

3. TENDER ITEM:

- 3.1. Total Organic Carbon Analyser, for liquids, solids and particle-containing samples (TOC).

4. SCOPE OF WORK

- 4.1. A TOC Analyser is required by the Soil Fertility and Analytical Services laboratories for performing accurate and reliable Total Carbon, Total Nitrogen, Total Organic Carbon, Total Inorganic Carbon, None Puergable Organic Carbon, Particulate and Dissolved Organic Carbon (TC, TN, TNb, TOC, TIC, NPOC, POC and DOC) analyses in liquid, solid and particle-containing samples for research purposes and those submitted by the Analytical Service's client base.
- 4.2. It must also be able to determine these parameters in extracts of soil, plant tissue, surface run-off and other environmental samples. This instrument is required to continue to maximise the impact of research in Soil Fertility, Health and Conservation, as well as Crop and Animal Production Projects within the Department.
- 4.3. The new instrument will handle all of the liquid, solid and particle-containing research samples. It will also serve as a backup for plant, soil and feed analyses submitted in the routine laboratories, should the need arise.
- 4.4. If the Soil Fertility Research Laboratory is not able to acquire this TOC Analyser, the outcome will be a negative service delivery to Research Impacts, Innovation and Outputs, which enables the Department's clients to maintain sustainable climate-smart production systems. The negative service delivery would also impact the Department's clients who use Analytical Services on an on-going basis in the establishment and management of primary production systems which aid in the alleviation of poverty and growing the economy of the Province.

5 OVERALL OBJECTIVE

- 5.1. The supplier/manufacture must have a recognized office and local service department based in the Republic of South Africa.
- 5.2. In order for continuity of the workings of the instrument, a service level contract for the maintenance and repair of the instrument must be put in place from its installation and run for three years after the guarantee expires.
- 5.3. The supplier/ service provider must give details of the cost of the service contract from the manufacturer for the maintenance and repair of the equipment, and the service supplied in terms of that contract.
- 5.4. The contract must be negotiated for a specific period during the life of the instrument.
- 5.5. The KZN Department of Agriculture and Rural Development must have the right and option to decide whether to enter into a service contract with the supplier/manufacture or not.
- 5.6. The supplier/ manufacture must state the value of basic spares for the tendered unit that are available in South Africa.
- 5.7. The supplier must provide, to the satisfaction of the Research Scientist based in the Soil Fertility Research Laboratory (who is the end user of this instrument), adequate, expert training in the operation of both the software and hardware on the new instrument which will be based at Cedara.
- 5.8. The Equipment must be installed and commissioned by the supplier/manufacture.
- 5.9. The supplier must state the date of release of the instrument offered and the instrument should not have an upgraded replacement already on offer.

SPECIAL TERMS AND CONDITIONS
SUPPLY, DELIVER AND OFFLOAD A TOTAL ORGANIC CARBON ANALYSER FOR
ANALYTICAL SERVICES IN CEDARA

INTRODUCTION

- (a) Tenderers must ensure that they are fully aware of all the Conditions contained in this bid document.**
- (b) Only tenderers that fully meet the prequalification shall be considered.**

1. ACCEPTANCE OF BID

- 1.1. The Department of Agriculture and Rural Development Bid Adjudication Committee is under no obligation to accept any bid.

2. AMENDMENT OF CONTRACT

- 2.1. Any amendment to or renunciation of the provisions of the contract shall at all times be done in writing and shall be signed by both parties, subject to the Department of Agriculture and Rural Development Bid Adjudication Committee approval.

3. AWARD

- 3.1. This bid will be awarded by the Department to one service provider.
- 3.2. It is a condition of this bid that a tenderer must quote for all items as per specification.

4. BASIS AND QUANTITIES

- 4.1. Quantities have been included. Tenderers must therefore quote per unit price as required in the price pages.

5. BBBEE CERTIFICATE

- 5.1. A bidder claiming BBBEE points must submit a valid BBBEE certificate together with the bid.
- 5.2. A copy of the BBBEE certificate will be kept on file for each successful bidder for the duration of the validity of the BBBEE Rating. An updated compliance certificate will be a minimum requirement through the duration of the contract. Failure to provide an updated certificate will result in termination of the contract.

6. CHANGE OF ADDRESS

- 6.1. Bidders must advise the Department of Agriculture and Rural Development Supply Chain Management, Contract Administration should their ownership or address (domicilium citandi et executandi) details change from the time of bidding to the expiry of the contract.

7. COMPETENCY OF THE SERVICE PROVIDER

- 7.1. For evaluation processes the Department will apply the evaluation criteria as outlined in the Bid Evaluation Criteria of this bid.
- 7.2. It will be vital for the appointed supplier to have sufficient financial resources and capacity to finance and execute as per terms and conditions of the contract.

8. COUNTER OFFERS

- 8.1. Counter offers will not be considered.

9. DELIVERY AND PACKAGING

- 9.1. Basis of delivery: Delivery of goods shall be made as directed by the Department as per packaging requirement listed on price schedule.
- 9.2. All deliveries must take place from Monday to Friday between 08h00 and 15h00.
- 9.3. In emergency cases, the Department of Agriculture and Rural Development reserves the right to request the successful bidder/s to effect deliveries at any given time including Saturdays, Sundays and public holidays.
- 9.4. The delivery performance of a contractor will be closely monitored and any subsequent orders will only be issued to the contractor that has proved to be competent with their delivery performance.
- 9.5. It is the contractor's responsibility to offload the delivery vehicle.
- 9.6. Every order shall be accompanied by a delivery note. The following information must appear on the outer packaging:
 - (a) Name of the manufacturer/supplier
 - (b) Description of item
 - (c) Lot Number and Expiry date
 - (d) Unit of measure

10. DELIVERY CONDITIONS

- 10.1. Delivery of products must be made in accordance with the instructions appearing on the official purchase order.
- 10.2. All deliveries or dispatches must be accompanied by a delivery note stating the official purchase order number against the delivery that has been affected.
- 10.3. In respect of items awarded to them, contractors must adhere strictly to the delivery periods stipulated by them in their bid document.
- 10.4. The instructions appearing on the official purchase order form regarding the supply, dispatch and submission of invoices must be strictly adhered to.
- 10.5. All invoices submitted must be original.
- 10.6. Deliveries not complying with the order form will be returned to the contractor at the contractor's expense.
- 10.7. No locally manufactured product may be substituted during the contract period with an imported product, and vice versa, without prior approval of the Bid Adjudication Committee, Department of Agriculture and Rural Development.

11. DETAILS OF RELATED CONTRACTS AWARDED TO THE BIDDER (PAST/CURRENT) (ANNEXURE B)

- 11.1. The bidder must furnish the following details of all verifiable past and current contracts.
 - (i) Date of commencement of contract/s;
 - (ii) Value per contract; and
 - (iii) Contract details. That is, with whom held, phone number and address/s of the Companies.

12. CONFIRMATION OF SUPPLY FROM MANUFACTURER/REGISTERED DISTRIBUTOR

- 12.1. In the event of the tenderer not being the actual manufacturer/registered distributor of the consumables, chemical or reagents and will be sourcing the product(s) from a manufacturer/registered distributor, the tenderer must submit the bid together with a letter from that manufacturer confirming firm supply arrangement(s) including lead times and all certificates as stipulated in Section 6 of these Special Terms and Conditions.
- 12.2. For the duration of the contract, the successful tenderer may only change the manufacturer/registered distributor with approval from the Department

13. ENTERING OF DEPARTMENTAL OFFICES

- 13.1. No representative from a company shall be permitted to enter Departmental premises, buildings or containers where stores are kept unless he/she is accompanied by the responsible official in charge of stores.

14. EQUAL BIDS

- 14.1. As per PPPFA, in the event that two or more bids have equal total points, the successful bid will be the one scoring the highest number of preference points. Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

15. INVOICES

- 15.1. All invoices submitted by the Contractor must be Tax Invoices indicating quantity ordered and quantity delivered, the amount of tax charged and the total invoice amount.
- 15.2. A tax invoice shall be in the currency of the Republic of South Africa and shall contain the following particulars:
- (a) The name, address and registration number of the supplier;
 - (b) The name and address of the recipient;
 - (c) An individual serialized number and the date upon which the tax invoice is issued;
 - (d) A description of the goods or services supplied;
 - (e) The quantity or volume of the goods or services supplied
 - (f) The value of the supply, the amount of tax charged and the consideration for the supply; or
 - (g) Where the amount of tax charged is calculated by applying the tax fraction to the consideration, the consideration for the supply and either the amount of the tax charged, or a statement that it includes a charge in respect of the tax and the rate at which the tax was charged.

16. IRREGULARITIES

- 16.1. Companies are encouraged to advise the Department of Agriculture and Rural Development timeously of any possible irregularities which might come to their notice in connection with this or other contracts.

17. JOINT VENTURES

- 17.1. In terms of the Preferential Procurement Regulations, 2017 pertaining to the Preferential Procurement Policy Framework Act 5 of 2000, a trust, consortium or joint venture must submit a consolidated BBBEE Status Level Verification Certificate for every separate bid.
- 17.2. Should this bid be submitted by a joint venture, the joint venture agreement must accompany the bid document before the closing date and time of bid. The joint venture agreement must clearly specify the percentage of the contract to be undertaken by each company participating therein.
- 17.3. The non-submission of a BBBEE Certificate by a trust, consortium or joint venture will result in zero (0) preference points being allocated for evaluation purposes.
- 17.4. Each party to a Joint Venture/ Consortium must submit an original valid Tax Clearance Certificate together with the bid before the closing date and time of bid.
- 17.5. The joint venture or consortium must submit a formal agreement that outlines the roles and responsibilities of each member of the joint venture or consortium, nomination of an authorised person to represent the joint venture or consortium in all matters relating to this bid and the details of the bank account for payments to be effected.
- 17.6. The joint venture or consortium must comply with Central Suppliers Database (CSD) registration requirements as per National Treasury directive.

18. LATE BIDS

- 18.1. Bids are late if they are received at the address indicated in the bid documents after the closing date and time.
- 18.2. A late bid shall not be considered and, where practical, shall be returned unopened to the Bidder, accompanied by an explanation.

19. NOTIFICATION OF AWARD OF BID

- 19.1. Notification of the award of bid shall be in writing by a duly authorized official of the Department of Agriculture and Rural Development, Supply Chain Management. The written acceptance of an offer constitutes a legal and binding contract.
- 19.2. The intention to award will be advertised in the same media as the invitation of the bid and will be subject to confirmation of no appeals or finalization of the appeals process.

20. PAYMENT FOR SUPPLIES AND SERVICES

- 20.1. A contractor shall be paid by the Department in accordance with supplies delivered and services rendered.
- 20.2. Should a contractor indicate a special discount on his/her account provided payment is made within a certain time, the Department shall make every effort to take advantage of such discount.
- 20.3. Any query concerning the non-payment of accounts must be directed to the Department. The following protocol will apply if accounts are queried:
 - (i) Contact must be made with the officer-in-charge of the District Office;
 - (ii) If there is no response from the District Office, the Director: Finance must be contacted;
- 20.4. Information as contained on the Central Suppliers Database must be valid/ correct. Non-compliance with Tax Requirements will affect payment.

21. PERIOD OF CONTRACT

- 21.1. The contract period is once off.

22. PREQUALIFICATION CRITERIA

- 22.1. Only tenderers who meet both of the following prequalification criteria may respond:
 - (a) A minimum BBBEE level 1 - 4 (as per the provisions of section 4(1) (a) of the PPPFA Regulations, 2017); and**
 - (b) EME or QSE (as per the provisions of section 4(1) (b) of the PPPFA Regulations, 2017)**
- 22.2. Tenderers must submit documentary proof of compliance with the above prequalification criteria.
- 22.3. Tenderers who fail to comply with the above-stipulated prequalification criteria or fail to submit documentary proof of compliance with the prequalification criteria will not be considered for this bid.

- 22.4. This section must be read in conjunction with section 13 of these Special Terms and Conditions.

23. COMMISSIONING

- 23.1. The TOC must be assembled and connected to the power supply by the service provider as per instrument specification
- 23.2. The instrument must be connected to gas lines as per instrument and OHS specifications and checked for leakages.
- 23.3. User manual, software and licences must be supplied to the end-user.

24. QUALITY VALIDATION

- 24.1. The instrument must be proven to work correctly by the running of both the suppliers' calibration solutions as well on the site prepared calibration solutions and the analysis of actual fumigated and extracted sample solutions.
- 24.2. The end-user will sign off on the results if they meet requirements.

25. PRICE ADJUSTMENTS

- 25.1. Any request for price adjustments for imported product as a result of exchange rate may be submitted to the Department for consideration. Documentary proof in support of the request for price adjustment must be submitted together with the request. The request will be considered by the Department within its budget constraints.

26. SITE INSPECTION

- 26.1. The Department reserves the right to conduct site inspections of premises of all manufacturers/ registered distributor who have submitted bids and/or those manufacturers/ registered distributors who have issued letters of undertaking to bidders.
- 26.2. The purpose of the site inspections is to confirm validity and accuracy of the information submitted in the bidder's bid document. Where the validity and accuracy of the information submitted in the bidder's bid document cannot be confirmed during the site visit, the bidder will be disqualified.

27. SPECIAL CONDITIONS OF CONTRACT

- 27.1. The bid is issued in accordance with the provisions of the Public Finance Management Act (PFMA), Chapter 16 A of the Treasury Regulations and shall be subject to the provisions of the General Conditions of Contract. The special terms and conditions are supplementary to that of the General Conditions of Contract. Where, however, the special terms and conditions are in conflict with the General Conditions of Contract, the Special Terms and Conditions will prevail.

28. SUPPLIERS DATABASE REGISTRATION

- 28.1. A bidder submitting an offer must be registered on the Central Suppliers Database at National Treasury. A bidder who has submitted an offer and is not registered on the Central Suppliers Database will not be considered at the time of award. No pending registrations will be considered.
- 28.2. Each party to a Joint Venture/Consortium must be registered on the Central Suppliers Database at the time of submitting the bid.

**NB: IF A BIDDER IS FOUND TO BE EMPLOYED BY THE STATE AND IS ON THE
CENTRAL SUPPLIERS DATABASE, THE BIDDER WILL BE DISQUALIFIED.**

29. TAX AND DUTIES

- 29.1. Prices, offered and paid, must include all customs, excise and import duties, and any other tariffs or taxes levied by the government or statutory body having jurisdiction on the goods provided under this contract, including Value Added Tax (applicable at the current rate).

30. TAX COMPLIANCE

- 30.1. The bidder must submit a valid Tax Compliance Pin with the bid. Bidders should note that their tax compliance status will be verified through the Central Supplier Database and SARS.
- 30.2. Where a Tax Compliance Pin is not submitted with the bid, the Department will use the Central Supplier Database to verify the tax matters of the bidder.

31. UNSATISFACTORY PERFORMANCE

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

32. VALIDITY PERIOD OF BID AND EXTENSION THEREOF

- 32.1. The validity (binding) period for the bid will be 120 days from close of bid. However, circumstances may arise whereby the department may request bidders to extend the validity (binding) period. Should this occur, the department will request bidders to extend the validity (binding) period under the same terms and conditions as originally offered for by bidders. This request will be done before the expiry of the original validity (binding) period.

33. VAT

- 33.1 VAT vendors must calculate VAT at 15% VAT.
- 33.2 Bidders who make taxable supplies in excess of R1 million in any 12-month consecutive period are liable for compulsory VAT registration, but a person may also choose to register voluntarily provided that the minimum threshold of
- R50 000 (as of 1 March 2010) has been exceeded in the past 12-month period. Bidders who meet the above requirement must register as VAT vendors, if successful, within one month of award of the bid.
- 33.3 For the purposes of calculating preference points, VAT will not be considered.

SPECIFICATIONS/PRICE SCHEDULE

TENDER SPECIFICATIONS

| A | TECHNICAL REQUIREMENTS | YES / NO or STATE MATCHING CRITERIA ON OFFER | COMMENTS |
|---|--|--|----------|
| 1 | INSTRUMENT | | |
| a | It must measure TOC, NPOC, TC, TIC, DOC, POC and TN _b in liquids; solid and particle containing samples, through the aid of combustion up to 1200°C, which would guarantee a complete oxidation and recovery of even stable carbon compounds. | | |
| b | <p>The instrument must be able to process samples containing high salt concentration, and still be able to maintain its life span, +/- 8 years, and maintenance intervals, comparable to when low salts samples were processed on the instrument. This request will assist the labs to utilise the instrument at a reduced maintenance and operational costs.</p> <p>The instrument must also have a minimum of 10 year guarantee on the high-temperature combustion furnace, and spare parts must be provided for a minimum of 10 years. This will assist in cutting the total costs of owning and using this instrument.</p> | | |
| c | The auto-sampler and detector must be built-in on the TOC for a compact instrument since we do not have a lot of space in the laboratory. The space we have is limited to an instrument that is 60x 70 x 70 cm (w x d x | | |

| | | | |
|----------|---|--|--|
| | h) in dimension, and weights +/- 80 kg. | | |
| d | Be able to analyze 60 samples unattended, and allow the operator to add priority samples at any time without interrupting the operation of the instrument. The 60 sample-auto-sampler must be able to carry 40 ml EPA vials to enable enough sample for all analysis and avoid contamination of sample by the corrosion of vial material. | | |
| e | Methods supported must be in compliance with all relevant standards for TOC, TC, TIC and TN _b in liquid samples such as ISO 20236, ISO 8245, EN 1484, EN 12260, SM 5310B, EPA 415.1, and ASTM D7573, EN 15936 and ISO 10694. The instrument must come with an auto-sample (for both solids and liquids) with parallel rinsing and measurement functions to assist with high throughput capabilities. | | |
| f | Measurement ranges must be at least 4 µg/L – 30,000 mg/L in liquids and 0 – 100 % in solids for TOC. For TN _b , 4 µg/L – 200 mg/L. The detection limit must at least be, with TOC, 4 µg/L (ppb) (3 µg/L (ppb) for trace version) while for TN _b , 4 µg/L (ppm) (NDIR). | | |
| | | | |
| 2 | COMPUTER AND MONITOR | | |
| a | Latest Windows operating System | | |
| b | The computer must have these minimum performance features: Windows latest operating system compatible with the Analytical Instrument offered hard drive >400 GB, DDR RAM > 4GB, processor > | | |

| | | | |
|----------|--|--|--|
| | 2.5 GHz, at least 15 inch flat screen colour monitor, DVD combo SATA drive, optical mouse, USB keyboard, 2 X serial ports. | | |
| 3 | SOFTWARE | | |
| a | All software must be supplied as standard. | | |
| b | Software must have a wizard for method development | | |
| c | Utilities software should provide the facility for archival storage of data (including calibration data and sample readings). Should be capable of recall of archived data at any time to produce a report. | | |
| d | The software should be capable of exporting data to another computer over a network connection. This exported file should preferably be in text, Excel or other format that allows for easy incorporation into the soil laboratory's LIMS computer database. | | |
| 4 | PRINTER | | |
| a | A laser printer should be supplied as a standard part of the PC package. | | |
| 6 | CONSUMABLES | | |
| a | All consumables such as dilution water and acid container, 40 ml EPA vials for samples and compatible with the instruments sampler and a start-up consumable kit for calibration and sample analysis should come as standard with the instrument. | | |
| 7 | POWER REQUIREMENTS | | |
| a | 220 volt (AC) | | |
| 8 | GUARANTEE | | |
| | The instrument shall be fully guaranteed for a period of not less than 1 years. All costs involved in replacing | | |

| | | | |
|---|--|--|--|
| a | defective parts (including spares, labour and travel) and which are incurred during this 1-year period will be covered by the supplier. If any extra guarantee or service on top of the compulsory 1 year is offered, may be an advantage. The warranty should be for at least 10 years, and be directly between the supplier and the KZN Department of Agriculture and Rural Development. | | |
| | Please indicate who underwrites the warrantee referred to above | | Attach the Signed Confirmation Letter from the Agent or Company who underwrites the warrantee |
| 9 | SERVICE LEVEL CONTRACT | | |
| a | The service provider/ manufacturer will enter in a SLA between themselves and the Department to maintain and repair the instrument for a period of 3 years after the guarantee expires. The price must include; once service per annum two call outs for repairs The service kit Travel Accommodation Hourly rate | | |
| | | | R |

TOTAL PRICE OFFERED INCLUDING 15% VAT

.....
SIGNATURE OF TENDERER

.....
DATE



ANNEXURE A

| LINE NO. | DESCRIPTION OR SPECIFICATION OF ITEM (Please be very specific and clear) | REQUIRED QUANTITY | UNIT PRICE EXCL. VAT | | TOTAL PRICE | |
|----------|--|-------------------|----------------------|---|-------------|---|
| | | | R | C | R | C |
| 1. | <p>Total Organic Carbon Analyzer</p> <p>1. The instrument must be supplied together with a compatible weighing balance with readability of 0,01 mg; PC; software; printer and 40 ml EPA vials for samples. Certified TOC and TN_b standards must also be provided as part of the package. Installation of instrument and training of relevant end user must be included in the package as well.</p> <p>2. It must measure TOC, NPOC, TC, TIC, DOC, POC and TN_b in liquids; solid and particle containing samples, through the aid of combustion up to 1200°C, which would guarantee a complete oxidation and recovery of even stable carbon compounds.</p> <p>3. The instrument must be able to process samples containing high</p> | 01 | | | | |

| | | | | | | |
|--|--|--|--|--|--|--|
| | <p>salt concentration, and still be able to maintain its life span, +/- 8 years, and maintenance intervals, comparable to when low salts samples were processed on the instrument. This request will assist the labs to utilise the instrument at a reduced maintenance and operational costs.</p> <p>4. The instrument must also have a minimum of 10 year guarantee on the high-temperature combustion furnace, and spare parts must be provided for a minimum of 10 years. This will assist in cutting the total costs of owning and using this instrument.</p> <p>5. The auto-sampler and chemiluminescence detector must be built-in on the TOC for a compact instrument since we do not have a lot of space in the laboratory. The space we have is limited to an instrument that is 60x 70 x 70 cm (w x d x h) in dimension, and weights +/- 80 kg.</p> <p>6. Be able to analyze 60 samples unattended, and allow the operator to add priority samples at any time without interrupting the operation of the instrument. The 60 sample-auto-sampler must be able to carry 40 ml EPA vials to enable enough sample for all analysis and avoid contamination of sample by the corrosion of vial material.</p> | | | | | |
|--|--|--|--|--|--|--|

| | | | | | | |
|--|--|--|--|--|--|--|
| <p>7. Methods supported must be in compliance with all relevant standards for TOC, TC, TIC and TN_b in liquid samples such as ISO 20236, ISO 8245, EN 1484, EN 12260, SM 5310B, EPA 415.1, and ASTM D7573, EN 15936 and ISO 10694. The instrument must come with an auto-sample (for both solids and liquids) with parallel rinsing and measurement functions to assist with high throughput capabilities.</p> <p>8. Measurement ranges must be at least 4 µg/L – 60,000 mg/l in liquids and 0 – 100 % in solids for TOC. For TN_b, 0 – 200 mg/l (CLD) 0 – > 50,000 mg/l (NDIR). The detection limit must at least be, with TOC, 6 µg/l (ppb) (3 µg/l (ppb) for trace version) while for TN_b, 0,002 mg/l (ppm) (NDIR).</p> | | | | | | |
| * LABOUR (IF APPLICABLE) | | | | | | |
| *DELIVERY (IF APPLICABLE) | | | | | | |
| TOTAL | | | | | | |
| *ONLY APPLICABLE TO VAT REGISTERED SUPPLIERS 15% VAT | | | | | | |
| TOTAL PRICE | | | | | | |

TOTAL COST SHOULD INCLUDE ALL COST ASSOCIATED i.e. Training, Maintenance, Shipping, etc.

*VAT Registration No. (Supplier) -----

PART D
BID DISQUALIFYING FACTORS

All bids received shall be evaluated on the following phases of evaluation:

- (i) Stage one: Pre-qualification Criteria
- (ii) Stage two: Administrative Compliance
- (iii) Stage three: Functionality Criteria
- (iv) Stage four: Price and BBBEE

1. Only bids that who meet both of the following **Prequalification Criteria shall be considered:**

- (i) BBBEE Level 1-4 (as per the provisions of section 4(1) (a) of the PPPFA Regulations, 2017); and
- (ii) An EME or QSE (as per the provisions of section 4(1)(b) of the PPPFA Regulations, 2017);

2. Compulsory administrative compliance requirements that must be submitted with the bid:

2.1 Bids must meet the **Special Terms and Conditions** in all aspects as stipulated in the bid document.

2.2 **Annexure B** (Bidders past experience) must be completed and signed by the bidder.

2.3 A certified copy of the Resolution by the board of directors, personally signed by the chairperson of the board, authorizing the person who signs this bid to do so, as well as to sign any contract resulting from this bid and any other documents and correspondence in connection with this bid and/or contract on behalf of the company must be submitted with this bid, where applicable, as per SBD 11

3. Correctness of information as per SBD 3:

3.2.1 All information required in the bid document must be accurate and duly completed including all the appropriate signatures.

3.2.2 Use of correction fluid is prohibited.

3.2.3 Any alterations must be initialed.

3.2.4 Under no circumstances may bid forms be retyped or redrafted.

3.3 Central Suppliers Database registration number

4. Functionality

4.1 Relevant experience

4.2 Resources and Financials

4.3 Confirmation Letter

4.4 Locality

4.5. The bid documents will be evaluated individually on score sheets, by a Representative evaluation panel, according to the below mentioned evaluation criteria.

4.6 All service providers who score less than minimum functionality score of 70 will not be considered for award

5. Price and BBBEE

Bidder/s who had attained the minimum passing score of seventy (70) points will be evaluated further on Price and BBBEE. The bidder who scores the highest points may be awarded the contract as prescribed by the PPPFA.

NB. The Department reserves the right to verify all information submitted. Non-compliance with the above shall result in elimination from further evaluation.

**Where copies of original documentation are submitted, those copies must be certified and must not be copies of certified copies.
Original certification should not be older than six (6) months.**

Failure to comply with this requirement shall invalidate the bid submitted.

4. FUNCTIONALITY EVALUATION CRITERIA

| | EVALUATION CRITERIA | Max Points | Evidence |
|----|---|------------|--|
| 1. | <p>Service Providers skills, competencies and experience</p> <p>Knowledge and previous experience in provision, of Any Laboratory Equipment that comply with ISO/SANAS 9001.</p> <p>A maximum of Six (6) reference</p> <p>Each completion certificate will be allocated 5 points to maximum of 30 points</p> | 30 | <p>Completion letter/ Reference letter or Proof of payment accompanied by an official purchase order</p> <p>For each project on Annexure B, provide the following:</p> <p>1.1. Description of service provided.</p> <p>1.2. Role of the bidder</p> <p>1.3. Value of the contract</p> |
| 2. | <p>Financial Capacity</p> <p>Total Credit Facility (with financial institution and/or manufacturer) or Evidence of access to any legal funding instrument</p> <p>R 1.5 million or above = 20 points</p> <p>Less than R1.5 million =0 points</p> | 20 | <p>Evidence of credit facility with producers</p> <p>and/or</p> <p>Registered Financial Institution</p> <p>Or</p> <p>Evidence of access to any legal funding instrument (E.g. Letter of Intent)</p> |
| 3. | <p>CONFIRMATION LETTER</p> <p>(a) Service Level Agreement must be certified/authorised by the manufacturer to service, repair and/or calibrate the respective equipment (SANAS 9001).</p> <p>(b) The supplier/manufacturer must state the value of basic spares for the tendered unit that are available in South Africa.</p> | 30 | <p>Attach the Signed Confirmation Letter from the Agent or Company who underwrites the warrantee</p> |
| 4. | <p>LOCALITY</p> <p>Office of Bidder within borders of KZN = 20 points</p> <p>Office of Bidder outside borders of KZN = 10 points</p> | 20 | <p>Municipality Bills, Business Letters or Bank statement or SARS pin or Lease</p> |
| | TOTAL | 100 | |
| | Minimum Functionality Threshold: | 70% | |

5 CONDITIONAL DELIVERABLES FOR THE SUPPLY OF A TOC.

- 5.1 The training on the use of the instrument must be provided by the service provider /manufacturer.
- 5.2 A service level contract that must be initiated with the purchase of the instrument, which will ensure its correct maintenance and repair. This contract must be for three (3) years after the guarantee of the instrument expires.
- 6.4 This instrument must be supplied and installed by the service provider/ manufacturer/ reputable company that have qualified service engineers in its employ. The maintenance and repair of the instrument will be carried out by these engineers.

6 GUARANTEE/ WARRANTY

- 6.1 Guarantee/Warranty must be for the period of 1 (one) year from the date of commission; certificate of completion to be issued immediately.
- 6.2 Response time for Guarantee/Warranty repairs to be within eight (8) hours of reporting to service agent.
- 6.3 The warranty should be directly between the manufacturer and the KZN Department of Agriculture and Rural Development.

7 REPORTING REQUIREMENTS

- 7.1 With regard to the maintenance and repair contract, a work report where the history of the work done along with the hours spent thereon, spares, travel and accommodation costs must be presented by the service provider to the Scientific Manager Analytical Services.
- 7.2 If the standard of service is deemed to be unacceptable, a special meeting will be called and the way forward will be discussed.
- 7.3 Potential suppliers will have to indicate which TOC they are supplying, whether they are able to meet the detailed specifications and if they have competent service engineers to maintain and repair the instrument on offer.

| | |
|--------------------------------|-------|
| signed on behalf of applicant: | Date: |
| | |

Previous Experience (Annexure B)

Please list previous experience. Documents and/or an extended list may be attached for further details.

| | Client Name | Nature of Service | Contract Value (R'000) | Period of Contract | Contact (Work / Cell Number) |
|----|-------------|-------------------|------------------------|--------------------|------------------------------|
| 1. | | | | | |
| 2. | | | | | |
| 3. | | | | | |
| 4. | | | | | |
| 5. | | | | | |
| 6. | | | | | |
| 7. | | | | | |

Signed on behalf of bidder:

Date: