



# Provincial Supply Chain Management

**Request for Proposal**
**Page 1 of 3**

<b>RFP NUMBER</b>											
<b>RFP DESCRIPTION</b>											
<b>CUSTOMER DEPARTMENT</b>											
<b>CUSTOMER INSTITUTION</b>											
<b>BRIEFING SESSION</b>	<b>Y</b>		<b>N</b>		<b>SESSION COMPULSORY</b>			<b>Y</b>		<b>N</b>	
					<b>SESSION HIGHLY RECOMMENDED</b>			<b>Y</b>		<b>N</b>	
<b>BRIEFING VENUE</b>					<b>DATE</b>				<b>TIME</b>		
<b>COMPULSORY SITE INSPECTION</b>	<b>Y</b>		<b>N</b>		<b>DATE</b>				<b>TIME</b>		
<b>INSPECTION ADDRESS</b>											
<b>TERM AGREEMENT CALLED FOR?</b>	<b>Y</b>		<b>N</b>		<b>TERM DURATION</b>						
<b>CLOSING DATE</b>					<b>CLOSING TIME</b>						
<b>TENDER BOX LOCATION</b>											
GPT is acting as Common Service Provider or buying organisation on behalf of all Gauteng Provincial Government Customer Departments / Institutions. The goods / services are therefore required by the Customer Department / Institution, as indicated on this form RFP 01.											

### Notes:

- All bids / tenders must be deposited in the Tender Box at the following address:  
**Gauteng Provincial Treasury, Imbumba House, 75 Fox Street, Marshalltown, Johannesburg**
- Bids / tenders must be deposited in the Tender Box on or before the closing date and time.
- Bids / tenders submitted by fax will not be accepted.
- The GPT Tender Box is generally open 24 hours a day, 7 days a week.
- This bid is subject to the preferential procurement policy framework act and the preferential procurement regulations, 2017, the general conditions of contract (gcc) 2010 and, if applicable, any other special conditions of contract.
- ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL GPG RFP FORMS – (NOT TO BE RE-TYPED)
- ALL REQUIRED INFORMATION MUST BE COMPLETED (FAILURE TO DO SO MAY RESULT IN YOUR BID BEING DISQUALIFIED):

### The Tendering System

The RFP Pack consists of two parts namely, Section 1 and Section 2. These two sections must be submitted separately, clearly marked with the Tender Number and the Section Number.

### Training sessions

Non-compulsory "How to tender" workshops are held every Wednesday at 75 Fox Street from 10:00-13:00.



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SUPPLIER INFORMATION					
COMPANY NAME					
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:		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	
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>					
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 IN RFP 09	

<b>SIGNATURE OF BIDDER</b>		<b>DATE</b>	
<b>CAPACITY UNDER WHICH THIS BID IS SIGNED</b>			

**This RFP is subject to the General Conditions of Contract and where applicable any other Special Conditions of Contract.**



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**Tender documents can be obtained from <http://www.treasury.gpg.gov.za>**

**ANY ENQUIRIES REGARDING BIDDING PROCEDURE MAY BE DIRECTED TO:**

<b>DEPARTMENT</b>	
<b>CONTACT PERSON</b>	
<b>TELEPHONE NUMBER</b>	
<b>FACSIMILE</b>	
<b>E-MAIL ADDRESS</b>	

**ANY ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:**

<b>DEPARTMENT</b>	
<b>CONTACT PERSON</b>	
<b>TELEPHONE NUMBER</b>	
<b>FACSIMILIE</b>	
<b>E-MAIL ADDRESS</b>	

**TYPE OF CONTRACT (COMPLETED BY PROJECT MANAGER)**

<b>SERVICE BASED</b>	<b>Y</b>	<b>N</b>		<b>TERM BASED TYPE</b>	<b>Y</b>	<b>N</b>		<b>VALUE BASED TYPE</b>	<b>Y</b>	<b>N</b>	
<b>VALUE BASED</b>	<b>Y</b>	<b>N</b>									
<b>QUANTITY BASED</b>	<b>Y</b>	<b>N</b>									
<b>TERM BASED</b>	<b>Y</b>	<b>N</b>									



# Provincial Supply Chain Management

**RFP Point System**

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<b>RFP NUMBER</b>		<b>CLOSING DATE</b>	
<b>VALIDITY OF RFP</b>		<b>CLOSING TIME</b>	

In case of queries, please contact the GPT Contact Centre at tel: 0860 011 000

\*GPT is acting as Common Service Provider or buying organisation on behalf of all Gauteng Provincial Government Customer Departments / Institutions.

The goods / services are therefore required by the Customer Department / Institution, as indicated on RFP 01.

**The Gauteng Provincial Government requests your bid on the goods and/or services listed on the attached forms. Please furnish all information as requested and return your bid on the date stipulated. Late and incomplete submissions may invalidate the bid submitted.**

**This RFP will be evaluated on the basis of Preferential Procurement Regulation, 2017 pertaining to the Preferential Procurement Policy Framework Act (Act number 5 of 2000).**

**Point System**

Points SHALL be allocated as follows:

Points for

Points for

**\* It is the responsibility of the bidder to attach A VALID SWORN AFFIDAVIT {EME/QSE} ATTESTED BY A COMMISSIONER OF OATHS OR VALID CERTIFIED COPY OF B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE WITH THIS RFP DOCUMENT TO QUALIFY FOR THE PREFERENCE POINTS**



# Provincial Supply Chain Management

**Instructions to Bidders**

**Page 1 of 2**

1. The RFP (Request for Proposal) Pack is drawn up so that certain essential information should be furnished in a specific manner. Any additional particulars shall be furnished in a separate annexure.
2. The RFP forms should not be retyped or redrafted, but photocopies may be prepared and used. Additional offers may be made for any item, but only on a photocopy of the page in question or on other forms obtainable from the relevant Department or Institution advertising this RFP. Additional offers made in any other manner may be disregarded.
3. Should the RFP forms not be filled in by means of electronic devices, bidders are encouraged to complete forms in a black ink.
4. Bidders shall check the numbers of the pages and satisfy themselves that none are missing or duplicated. No liability shall be accepted with regards to claims arising from the fact that pages are missing or duplicated.
5. The forms RFP 04 to RFP 09 and PREF documents shall be completed, signed and submitted with the bid. RFP 10 (National Industrial Participation Programme Form) will only be added to the RFP pack to be completed by bidders when an imported component in excess of US \$ 10 million is expected.
6. A separate RFP 06 form (RFP Price Schedule per item) shall be completed in respect of each item. Photocopies of this form may be prepared and used or additional copies, (if required) are obtainable from the relevant Department or Institution advertising this RFP (not applicable for Pre-qualification of Bidders).
7. Firm delivery periods and prices are preferred. Consequently bidders shall clearly state whether delivery periods and prices will remain firm or not for the duration of any contract, which may result from this RFP, by completing RFP 06 (RFP Price Schedule per item) and RFP 07 (Non-Firm Prices per item) (not applicable for Pre-qualification of Bidders).
8. If non-firm prices are offered bidders must ensure that a separate RFP 07 (Non-Firm Prices per item) is completed in respect of each item for which a non-firm price is offered. Photocopies of this form may be prepared and used or additional copies, (if required) are obtainable from the relevant Department or Institution advertising this RFP (not applicable for Pre-qualification of Bidders).
9. Where items are specified in detail, the specifications form an integral part of the RFP document (see the attached specification) and bidders shall indicate in the space provided whether the items offered are to specification or not (not applicable for Pre-qualification of Bidders).
10. In respect of the paragraphs where the items offered are strictly to specification, bidders shall insert the words "as specified" (see the attached specification) (not applicable for Pre-qualification of Bidders).
11. In cases where the items are not to specification, the deviations from the specifications shall be indicated (see the attached specification).
12. In instances where the bidder is not the manufacturer of the items offered, the bidder must as per RFP 06 (RFP Price Schedule per item) submit a Letter of Supply from the relevant manufacturer or his supplier (not applicable for Pre-qualification of Bidders).
13. The offered prices shall be given in the units shown in the attached specification, as well as in RFP 06 (RFP Price Schedule per item) (not applicable for Pre-qualification of Bidders).
14. With the exception of imported goods, where required, all prices shall be quoted in South African currency. Where bids are submitted for imported goods, foreign currency information must be supplied by completing the relevant portions of RFP 06 (RFP Price Schedule per item) and RFP 07 (Non-Firm Prices per item) (not applicable for Pre-qualification of Bidders).
15. Unless otherwise indicated, the costs of packaging materials (if applicable) are for the account of the bidder and must be included in the bid price on RFP 06 (RFP Price Schedule per item) (not applicable for Pre-qualification of Bidders).
16. Delivery basis (not applicable for Pre-qualification of Bidders):
  - (a) Supplies which are held in stock or are in transit or on order from South African manufacturers at the date of offer shall be offered on a basis of delivery into consignee's store or on his site within the free delivery area of the bidder's centre, or carriage paid consignee's station, if the goods are required elsewhere.
  - (b) Notwithstanding the provisions of paragraph 16(a), offered prices for supplies in respect of which installation / erection / assembly is a requirement, shall include ALL costs on a "delivered on site" basis, as specified on RFP 06 (RFP Price Schedule per item).
17. Unless specifically provided for in the RFP document, no bids transmitted by facsimile or email shall be considered.
18. Failure on the part of the bidder to sign any of the forms RFP 04 to RFP 10 and PREF documents and thus to acknowledge and accept the conditions in writing or to complete the attached RFP forms, Preference documents, questionnaires and specifications in all respects, may invalidate the bid.
19. Bids should preferably not be qualified by the bidder's own conditions of bid. Failure to comply with these requirements (i.e. full



# Provincial Supply Chain Management

Instructions to Bidders

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acceptance of the General Conditions of Contract or to renounce specifically the bidder's own conditions of bid, when called upon to do so, may invalidate the bid.

20. In case of samples being called for together with the bid (refer to RFP 05 in this regard), the successful bidder may be required to submit **pre-production samples** to the South African Bureau of Standards (SABS) or such testing authority as designated at the request of the relevant Department concerned. Unless the relevant Department decides otherwise, pre-production samples must be submitted within thirty (30) days of the date on which the successful bidder was requested to do so. Mass production may commence only after both the relevant Department and the successful bidder have been advised by the SABS that the pre-production samples have been approved.
21. Should the pre-production samples pass the inspections / tests at the first attempt, the costs associated with the inspections / tests will be for the account of the relevant Department. If the SABS or such testing authority as designated do not approve the pre-production samples, but requires corrections / improvements, the costs of the inspections / tests must be paid by the successful bidder and samples which are acceptable in all respects must then reach the SABS or such testing authority as designated within twenty-one (21) days of the date on which the findings of the SABS or such testing authority as designated were received by the successful bidder. Failure to deliver samples within the specified time and to the required standards may lead to the cancellation of the intended contract.
22. In case of samples being called for together with the bid (refer to RFP 05 in this regard), the samples must be submitted together with the bid before the closing time and date of the RFP, unless specifically indicated otherwise. Failure to submit the requested sample(s) before the closing time and date of the RFP may invalidate the bid.
23. In cases where large quantities of a product are called for, it may be necessary for the relevant item to be shared among two (2) or more suppliers.
24. In cases where the relevant Department or Institution advertising this RFP may deem it necessary, a formal contract may be entered into with the successful bidder, in addition to a Letter of Acceptance and / or purchase order being issued.
25. If any of the conditions on the RFP forms are in conflict with any special conditions, stipulations or provisions incorporated in the bid invitation, such special conditions, stipulations or provisions shall apply.
26. This RFP is subject to the General Conditions of Contract and re-issues thereof. Copies of these conditions are obtainable from any office of the Gauteng Provincial Government (GPG).
27. Each bid must be submitted in a separate, sealed envelope on which the following must be clearly indicated:
  - NAME AND ADDRESS OF THE BIDDER;
  - THE BID (RFP) NUMBER; AND
  - THE CLOSING DATE.

The bid must be deposited or posted;

  - posted to Gauteng Provincial Treasury and to reach the destination not later than the closing time and date; OR
  - deposited in the tender box of the Gauteng Provincial Treasury before the closing time and date.
28. The Gauteng Provincial Government has become a member and as such a key sponsor of the Proudly South African Campaign. GPG therefore would like to procure local products of a high quality, produced through the practise of sound labour relations and in an environment where high environmental standards are maintained. In terms of the Proudly South African Campaign South African companies are encouraged to submit interesting and innovative achievements in the manufacturing field (if relevant to this RFP) – including information on new products, export achievements, new partnerships and successes and milestones.
29. **Compulsory GPG Contract:** It is a mandatory requirement that successful bidder/s (to whom a tender is awarded) sign a GPG Contract upon award of any given contract.

 <b>GAUTENG PROVINCE</b> PROVINCIAL TREASURY REPUBLIC OF SOUTH AFRICA	<h1>Provincial Supply Chain Management</h1>	
	<b>Bidder's Disclosure</b>	<b>Page 1 of 3</b>

## 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 interest<sup>1</sup> 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

<sup>1</sup> 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.



 <b>GAUTENG PROVINCE</b> PROVINCIAL TREASURY REPUBLIC OF SOUTH AFRICA	<h1>Provincial Supply Chain Management</h1>	
	<b>Bidder's Disclosure</b>	<b>Page 3 of 3</b>

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.

<b>Signature</b>		<b>Date</b>	
<b>Position</b>		<b>Name of Bidder</b>	

 <p><b>GAUTENG PROVINCE</b> PROVINCIAL TREASURY REPUBLIC OF SOUTH AFRICA</p>	<h1>Provincial Supply Chain Management</h1>	
	<p><b>Special Conditions</b></p>	<p>Page 1 of 3</p>

<b>RFP NUMBER</b>	
<b>RFP DESCRIPTION</b>	
<b>CUSTOMER DEPARTMENT</b>	
<b>CUSTOMER INSTITUTION</b>	

THE FOLLOWING MUST ACCOMPANY YOUR BID, IF INDICATED BY "√"

<b>Samples</b>		<p><b>SABS /Equivalent Certificate</b> May not be older than one (1) year, the cost of which will be for the account of the bidder.</p>		<p><b>Bidders Briefing Session</b></p>	
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 <b>GAUTENG PROVINCE</b> PROVINCIAL TREASURY REPUBLIC OF SOUTH AFRICA	<h1>Provincial Supply Chain Management</h1>	
	<b>Special Conditions</b>	Page 2 of 3

### EVALUATION METHODOLOGY

Bidders must complete Compulsory documents and attach it to their tender document, failing which the tender shall not be considered for Stage 1 evaluation.

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

#### Stage 1

Criteria for Functionality	Points
<b>TOTAL</b>	

**NOTE:** Bidders who fail to meet the above minimum requirements (Stage 1) shall be automatically eliminated

#### Stage 2

Criteria for Price and B-BBEE Status	Points
Bid Price	80
Preference Points	20
<b>TOTAL</b>	<b>100</b>

Bidders are required to use the two envelope bidding system, whereby the Technical Proposal (Stage 1) and Pricing and B-BBEE (Stage 2) be placed in two separate sealed envelopes marked:

- Stage One-

- Stage Two-

 <p style="font-size: 1.2em; font-weight: bold; margin-top: 10px;">GAUTENG PROVINCE</p> <p style="font-size: 0.8em; margin-top: 5px;">PROVINCIAL TREASURY REPUBLIC OF SOUTH AFRICA</p>	<h1 style="margin: 0;">Provincial Supply Chain Management</h1>
	<div style="display: flex; justify-content: space-between; border-top: 1px solid black; border-left: 1px solid black; border-right: 1px solid black;"> <span style="font-weight: bold; font-size: 1.1em;">Special Conditions</span> <span>Page 3 of 3</span> </div>

SUPPLIER JOB CREATION ANALYSIS

Company Name		Date Est.	
--------------	--	-----------	--

	Permanent	Temp	SA Citizens	Other	Comments
<b>Staff compliment at Establishment of Enterprise</b>					
<b>Current staff compliment</b>					
<b>Number of jobs to be created if Bid is successful</b>					

- The successful bidder may be audited during the course of the contract to verify the above information.

Comments to include:

- If Job Creation is direct (by your own company) or indirect (by your supplier)
- Where the jobs created for employees that were in existing positions or unemployed? (Net Job Creation)

NOTE: Job Creation should adhere to all applicable RSA Legislation and Regulations.

=====

THIS SECTION IS FOR OFFICE USE ONLY!						
Observations	Initial Job Count	Job Creation Potential	1 <sup>st</sup> Quarter	2 <sup>nd</sup> Quarter	3 <sup>rd</sup> Quarter	4 <sup>th</sup> Quarter
Year 1						
Year 2						
Year 3						
Year 4						
Year 5						



**TERMS OF REFERENCE**  
**for**  
**SUPPLY AND DELIVERY OF GRAINS PRODUCTION INPUTS**  
**FOR SMALLHOLDER FARMERS, AS AND WHEN REQUIRED,**  
**FOR A PERIOD OF THREE YEARS (36 MONTHS) FOR GAUTENG**  
**PROVINCE**

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## **1. BACKGROUND**

The Grain Development Programme is a rural economic development initiative that targets grain food production through subsidizing input supplies, mechanization, marketing, and agro-processing using a conditional grant programme. The programme implementation is envisaged to commence in 2022 and last until 2025.

The project aims to increase food crop productivity among subsistence farmers and agri-food producers in rural areas of Gauteng Province (GP), in order to improve food security and reduce poverty. The Gauteng Department of Agriculture and Rural Development (GDARD) has identified CASP (Comprehensive Agricultural Support Program) as a critical vehicle for enhancing delivery in agriculture and rural development in general. Among the six pillars of CASP, on- and off-farm infrastructural development has been prioritized by GDARD.

The provision of soil cultivation services to subsistence farmers and agri-food producers is one aspect through which on- and off-farm infrastructural support can be affected. These Terms of Reference documents pertaining to grain production inputs are therefore directly linked to the departmental performance indicator on the number of farmers provided with agricultural support through production inputs and infrastructure. The primary goal thereof is to enhance, and optimize production at the farm level and eventually maximize profit in an effort to improve their standard of living.

## **2. OBJECTIVES**

The objectives of the proposed project are as follows:

- Providing grain production inputs to pre-selected grain farmers in the GP;
- Enhance and increase agricultural production on farms;
- Sustainable agricultural growth and development;
- Contribute to the implementation and promotion of sustainable agricultural development projects;
- Food security – commercial field crop production to address local and provincial food needs;
- Poverty alleviation and rural economic development through the establishment of competent and economically sustainable crop farmers; and

- Implementing Conservation Cropping Practices - progressively establish the general use of conservation field cropping practices that optimize the sustainable and profitable use of arable areas including the practice of minimum tillage.

### **3. SCOPE OF WORK**

The targeted clientele with regard to Ilima/Letsema Program are those farmers who have benefited through the CASP, in the form of the construction of infrastructure on their respective farms. This is in an effort to address the issue of underutilization of such infrastructure by providing production inputs. Production inputs in this regard include soya seeds, maize seeds, fertilizers, herbicides and pesticides.

The service provider must complete the project within four months of receipt of the list of preselected farmers to be supplied by GDARD. The list of farmers to receive the grain production inputs will be provided to successful bidders located in the three Metros and two Districts of the Province. The production inputs must be supplied before the start of the planting season, which is 1 November each year until the end of the contract. The appointed service provider must supply and deliver production inputs as per the specifications on “an and when goods are required basis” for the period of 36 (thirty-six) months.

The Service Provider is expected to deliver maize production inputs and soya beans production inputs as per the specifications to the pre-selected farmers located in the three Metros and two District Municipalities in the Province.

### **4. PROJECT SPECIFICATIONS**

The service provider must deliver in line with set specifications. Production inputs must be supplied and delivered as per the agreed project implementation plan.

#### 4.1. MAIZE SEEDS - CERTIFIED

Item No	Description	Unit of Measurement	Total Quantity for 3 years	Quantity (Year One)	Quantity (Year Two)	Quantity (Year Three)
1	<p><b>White Maize Cultivars: P2865WBR/ P2880WBR P2555WBR</b></p> <p>with the following characteristics: medium season crop, less than 5% lodging, at least 1.55 ears per plant. Seed size = 4 flat/4 round. Widely adaptable to all production areas in all areas, general resistance to grey leaf spot, medium to good yield under dry land. The germination rate of 90 - 100%.</p>	Certified white hybrid maize seed packed in 25 kg bags (50 000 - 60 000 kernels per bag)	7 500	2 500	2 500	2 500
2	<p><b>Yellow Maize Cultivars: P2137BR/ P2432BR/ PHB33H54BR/ PHB33H58BR</b></p> <p>with the following characteristics: medium season crop, less than 5% lodging, at least 1.55 ears per plant. Seed size = 4 flat/4 round. Widely adaptable to all production areas in all areas, general resistance to grey leaf spot, medium to good yield under dry land. The germination rate of 90 - 100%.</p>	Certified yellow hybrid maize seed packed in 25 kg bags (50 000- 60 000 kernels per bag)	7 500	2 500	2 500	2 500

#### 4.2. SOYABEAN SEEDS - CERTIFIED

Item No	Description	Unit of Measurement	Total Quantity for 3 years	Quantity (Year One)	Quantity (Year Two)	Quantity (Year Three)
1	<b>Soyabeans Cultivars: P64T39R/ P61T38R/ P48T48R</b> Certified disease-free seed, locally adaptable high yield reliability, seed-shattering resistant, resistant to common diseases.	25 kg (branded manufacturer original bags) (140 000 kernels per bag)	3 450 bags	1 150	1 150	1 150

#### 4.3. LAN

The service provider must supply fertilizers that are registered under the Fertilizers, Farm Feeds, Agricultural Remedies and Stock Remedies Act 36 of 1947.

Item No	Description	Unit of Measurement	Total Quantity for 3 years	Quantity (Year One)	Quantity (Year Two)	Quantity (Year Three)
1	LAN (28%) Granules	50 kg (in original bags)	45 000 bags	15 000	15 000	15 000

#### 4.4. MAIZE AND SOYA FERTILIZERS

The service provider must supply fertilizers that are registered under the Fertilizers, Farm Feeds, Agricultural Remedies and Stock Remedies Act 36 of 1947.

Item No	Description	Unit of Measurement	Total Quantity for 3 years	Quantity (Year One)	Quantity (Year Two)	Quantity (Year Three)
1	<b>NPK 4:3:4 (40) +0,5% Zn</b> Granular Fertilizers (Mixtures and Straight Fertilizers)	50 kg (branded manufacturer original bags)	15 000 bags	5 000	5 000	5 000
2	<b>NPK 3:2:4 (37)</b> Granular Fertilizers (Mixtures and Straight Fertilizers)	50 kg (branded manufacturer original bags)	3 000 bags	1 000	1 000	1 000

#### 4.5. CHEMICALS FOR MAIZE AND SOYA BEANS

The service provider must supply chemicals that is registered under the Fertilizers, Farm Feeds, Agricultural Remedies and Stock Remedies Act 36 of 1947.

Item No	Description	Unit of Measurement	Total Quantity for 3 years	Quantity (Year One)	Quantity (Year Two)	Quantity (Year Three)
1	Roundup Ready for round – up seeds for maize	20 litres (in original container)	300 x 20 litres	100 x 20 litres	100 x 20 litres	100 x 20 litres
2	Glyphosate-resistant (Roundup Ready) for soyabeans	20 litres (in original container)	60 x 20 litres	20 x 20 litres	20 x 20 litres	20 x 20 litres

#### 5. OUTCOME OF DELIVERABLES

The outcome of the deliverables is the delivery of quality production inputs for maize and soya bean farming as per the set specifications to pre-selected farmers in the GP.

#### 6. TIME FRAMES

It will be expected of the service provider to commence with the work within two weeks of the issue of the appointment letter. If there is a delay, reasons should be provided and agreed upon by both parties. In terms of this project the service provider must complete the project each year of the contract, within four months of receipt of the list of preselected farmers to be supplied before the start of the planting season by GDARD.

#### 7. PROJECT MANAGEMENT ARRANGEMENTS

##### 7.1. General

The service provider will report directly to the GDARD project leader or his/her representative. The service provider should attend project management meetings and report the progress of the project monthly.

## **7.2. Specific Requirements**

- The service provider will have an inception meeting with GDARD upon appointment and before carrying out the assigned duties/functions
- The service provider must submit all reports, including minutes of meetings held to the GDARD project leader.
- The service provider must submit a monthly progress report of the four months duration of each year of the contract
- All reports must be in MS Word format; and accompanied by pictures
- Two hard copies as well as an electronic version of each report, must be submitted to GDARD.

## **8. EVALUATION METHODOLOGY**

### **EVALUATION CRITERIA**

The tender will be evaluated and adjudicated in terms of the Public Finance Management Act (Act No. 1 of 1999), Preferential Procurement Policy Framework, Act no 5 of 2000, Preferential Procurement Regulations 2017, Supply Chain Management Policy of the Department of Agriculture and Rural Development and applicable Supply Chain Management Treasury Regulations.

The first stage will be the evaluation of bids on compliance which consist of Pre-qualification criteria for preferential procurement, Subcontracting as Condition of Tender, Mandatory Documents Requirements, Administrative Documents Requirements and Functionality Criteria. During this stage, bids that do not meet the Pre-qualification criteria for preferential procurement, Subcontracting as Condition of Tender, Mandatory Documents Requirements and the Minimum Threshold for Functionality, will be disqualified and will not be considered for the second stage of evaluation, i.e., evaluation on Price and Preference Points.

Second Stage of evaluation: 80/20 or 90/10 preference point system will apply and the lowest acceptable tender will be used to determine the applicable preference point system.

**The bid will be evaluated in the two stages stated below:**

**Stage 1A: Pre-qualification criteria for preferential procurement**

**Stage 1B: Subcontracting as Condition of Tender**

**Stage 1C: Mandatory and Administrative Compliance**

**Stage 1D: Functionality**

**Stage 2: Price and Preference Points evaluation.**

- ✓ **Price = 80/90 Points**
- ✓ **Preference = 20/10 Points**

#### **8.1. STAGE 1A: PRE-QUALIFICATION CRITERIA FOR PREFERENTIAL PROCUREMENT**

As per PPR 2017, the Department decided to apply pre-qualification criteria, Regulation 4. (1) (a) and (b) as follows:

- (a) A tenderer must be between levels 1 to 4 as a B-BBEE status level contributor.
- (b) A tenderer must be a Qualifying Small Enterprise or an Exempted Micro Enterprise (QSE/EME).

**NB:** A tender that fails to meet any pre-qualifying criteria stipulated in the tender documents is an unacceptable tender.

#### **8.2. STAGE 1B: SUBCONTRACTING AS CONDITION OF TENDER**

**As per PPR 2017, the Department decided to apply Subcontracting as Condition of Tender criteria, Regulation 9 (2) (c) (d) (e) (f) and (h) to advance designated groups. The following criteria will be applied that only tenderers who meet the following conditions may respond:**

- a. A tenderer subcontracting a minimum of 30% of the value of the contract to one or more of the categories referred to in (i) or (ii) or (iii) and (iv) below:
  - (i) an EME or QSE which is at least 51% owned by black people who are Military Veterans living in rural areas or underdeveloped area or townships;  
**OR**
  - (ii) an EME or QSE which is at least 51% owned by black people who are Youth living in rural areas or underdeveloped area or townships; **OR**

- (iii) an EME or QSE which is at least 51% owned by black people who are Women living in rural areas or underdeveloped area or townships; **OR**
- (iv) an EME or QSE which is at least 51% owned by black people with disabilities in rural areas or underdeveloped area or townships.
- b. It is the responsibility of the Bidder to select competent subcontractor/s, that meet all the requirements of the tender from the list of all suppliers registered on a CSD database provided by National Treasury so that their tender is not jeopardized by the subcontractor/s when evaluated. Bidders are responsible for all due diligence on their subcontractor.
- c. Bidders can access potential subcontractors from CSD in respect of potential subcontractors that a tenderer must subcontract a minimum of 30% to one or more of the categories referred to in paragraphs (a) (i) to (iv) above which the tenderer must select a supplier as the information cannot be supplied without adhering to Protection of Personal Information Act.
- d. The report containing the list of potential subcontractors may be drawn by accessing the following link: [www.csd.gov.za](http://www.csd.gov.za)

**NB:** A tender that fails to meet any subcontracting criteria stipulated in the tender documents is an unacceptable tender.

**Compulsory requirements to be provided for Pre-qualification criteria above:**

- Proof that the bidder qualifies as EME/QSE and that is between levels 1 to 4 as a B-BBEE status level contributor, must submit a Valid Sworn Affidavit signed by the EME/QSE representative and commissioned by a Commissioner of Oaths, on the templates issued by the DTIC **or** B-BBEE Certificate issued by the Companies and Intellectual Property Commission **or** a Valid B-BBEE Certificate (issued by an agency accredited by SANAS).
- If the QSE is less than 51% black-owned must submit a Valid B-BBEE Certificate (issued by an agency accredited by SANAS).
- A consortium or joint venture (including unincorporated consortia and joint ventures) must submit a consolidated Valid B-BBEE Status Level Verification Certificate (issued by an agency accredited by SANAS) for this tender.

**Compulsory requirements to be provided for the proposed subcontractors:**

- Bidder must submit evidence (i.e., teaming agreement between the main contractor and subcontractor) of commitment to subcontract a minimum of 30% of the value of the contract to any of the designated groups as prescribed in the Preferential Procurement Regulation 9.
- Submit a Valid Sworn Affidavit Signed by the EME/QSE representative and commissioned by a Commissioner of Oaths on the templates issued by the DTIC or the CIPC **or** a B-BBEE certificate issued by the Companies and Intellectual Property Commission as proof that the subcontractor/s qualifies as:
  - (i) an EME or QSE which is at least 51% owned by black people who are Military Veterans living in rural areas or underdeveloped area or townships; **OR**
  - (ii) an EME or QSE which is at least 51% owned by black people who are Youth living in rural areas or underdeveloped area or townships; **OR**
  - (iii) an EME or QSE which is at least 51% owned by black people who are women living in rural areas or underdeveloped area or townships; **OR**
  - (iv) an EME or QSE which is at least 51% owned by black people with disabilities in rural areas or underdeveloped area or townships.
- Proof of residence or statement of rates and taxes of the owner(s)/director(s) of the company.
- In case of sub-contracting with EME/QSE owned by Military Veterans, copy of letter of Military Veterans confirmation of registration on the National Military Veterans database issued by the Department of Military veterans((DMV)/CSD report indicating MV status (if applicable).
- In case of sub-contracting EME/QSE owned by disabled black people, Letter from a Medical Professional confirming the nature of disability for the Directors of the company.
- The bidder must declare as required in terms of SBD 6.1 its intention to subcontract and the percentage of subcontracting thereof and must provide a full description of a subcontractor.

**NB:** A tenderer that fails to meet any subcontracting criteria stipulated in the tender documents is an unacceptable tender.

**B-BBEE validation requirements:**

- a) Valid BBEE certificate (issued by an agency accredited by SANAS) or Valid Sworn Affidavit signed by the EME/QSE representative and commissioned by a Commissioner of Oaths, on the templates issued by the DTIC or the CIPC or a B-BBEE certificate issued by the Companies and Intellectual Property Commission
- b) In case of a JV, the tenderer must provide a joint venture agreement signed by all parties and proof of a consolidated Valid BBEE Certificate required. (Both the agreement and the consolidated Valid BBEE Certificate must be submitted).
- c) A Bidder who qualifies as an Exempted Micro Enterprises (EME's) must submit a valid sworn affidavit.
- d) A Bidder who qualifies as a Qualifying Small Enterprises (QSE's) and is more than 51% black-owned must submit a valid sworn affidavit.
- e) A Bidder who qualifies as a Qualifying Small Enterprises (QSE's) and is less than 51% black-owned must submit a B-BBEE verification certificate issued by an Agency accredited by SANAS (South African National Accreditation System) which has to be valid,
- f) Public entities and tertiary institutions must also submit B-BBEE Status Level Verification Certificates together with their tenders.
- g) Bidders who fail to submit a Valid B-BBEE Certificate or Valid Sworn Affidavit will be disqualified. Valid Sworn Affidavits must comply with the requirements outlined in the Justices of the Peace and Commissioners of Oaths Act, no 16 of 1963 and its Regulations promulgated in Government Notice GNR 1258 of 21 July 1972 Justices of the Peace and Commissioners of Oaths Act, No. 16 of 1963.
  - i.e.**
  - (i) The deponent shall sign the declaration in the presence of the commissioner of oaths (COA).
  - (ii) Below the deponent's signature the COA shall certify that the deponent has acknowledged that he knows and understands the contents of the declaration and the COA shall state the manner, place, and date of taking the declaration.

- (iii) The COA shall sign the declaration and print his full name and business address below his signature; and state his designation and the area for which he holds his appointment, or the office held by him if he holds his appointment ex officio.

### **8.3. STAGE 1C MANDATORY AND ADMINISTRATIVE COMPLIANCE**

#### **8.3.1. MANDATORY DOCUMENTS:**

- a) A completed and signed Invitation to Bid form SBD 1
- b) A completed and signed Bidder's Disclosure – SBD 4
- c) A completed and signed Preference Points Claim Form SBD 6.1
- d) Fully Completed and Signed Pricing Schedule including applicable Taxes – [Annexure A].

**NB:** If any of the above bid documents/forms are not fully completed, signed and not handed in with your bid proposal with accompanying supporting documents (as detailed above) on the closing date and time, your proposal will immediately be disqualified.

#### **8.3.2. OTHER RETURNABLE DOCUMENTS:**

##### **Bidders are required to submit the following documents:**

- (a) A Tax Compliance Status Pin. For consortiums or Joint-Ventures, submit a Tax Compliance Status Pin for each party (*Tax Status will be validated during evaluation stage and before contract award and no bidder will be awarded this bid with inactive/non-compliant Tax Status*).
- (b) Proof of National Treasury Central Supplier Database (CSD) registration. For Consortiums or Joint-Ventures, submit proof of National Treasury Central Supplier Database (CSD) registration for each party (*Bidders must be registered on CSD before submitting before or on the closing date of this tender*).
- (c) Company Profile
- (d) Company registration (CIPC) documents. For Consortiums or Joint-Ventures each party should submit company registration (CIPC) documents.

#### 8.4. STAGE 1D: FUNCTIONALITY EVALUATION

Phase 1D will entail the evaluation of bids on functionality – the total functionality points are 100 and the **minimum functionality threshold is 70 points**. During this phase bids that do not meet the minimum threshold for functionality will be disqualified, and will not be considered for the next phase of evaluation i.e., evaluation on price and preference (Phase 2). It must be noted that the functionality points allocated will not form part of the total preference points. If all bidders score below the 70 points thresholds.

#### Total Functionality Evaluation

**100 Points**

No	Evaluation Matrix	Description	Score	Means of Verification
1	<b>Project Implementation Plan</b>	<p>Project Implementation Plan should include</p> <p>(1) Activity Plan with timeframes; and</p> <p>(2) Management Plan (Organogram or list of human resources with reporting lines for relevant job categories indicating roles and responsibilities).</p> <p>Points will be allocated as indicated below;</p> <ul style="list-style-type: none"> <li>○ Activity Plan with Management Plan = <b>20 points</b></li> <li>○ Activity Plan only or Management Plan only = <b>10 points</b></li> <li>○ No Project Implementation Plan Detailing Activity Plan as well as Management Plan = <b>0 points</b></li> </ul>	20	<p>1. The activity plan with timelines should clearly spell out a list of actions, set timelines, designated resources, and progress monitoring in line with the deliverables as per Specification/TOR.</p> <p>2. Management plan should clearly stipulate the Organogram or list of human resources with reporting lines for relevant job categories indicating roles and responsibilities in line with the deliverables as per Specification/TOR.</p>

No	Evaluation Matrix	Description	Score	Means of Verification
	<b>Project Manager Experience</b>	<p>A Curriculum Vitae (CV) of the <b>Project Manager</b> indicating his or her (1) experience in Crop Field - Grains or vegetable seeds, fertilizers, chemicals; as well as (2) relevant qualifications in Crop Production:</p> <ul style="list-style-type: none"> <li>○ Five (5) years or more experience in the Crop Field and Qualification in Crop Production = <b>10 points</b></li> <li>○ Less than five (5) years experience in the Crop Field and Qualification in Crop Production = <b>5 points.</b></li> <li>○ No Qualification in Crop Production but more than five (5) years' experience in the Crop Field = <b>3 points</b></li> <li>○ Qualification in Crop Production with no experience = <b>2 points.</b></li> <li>○ No Qualification and no Experience in Crop Field = <b>0 points</b></li> </ul>	10	<p>Curriculum Vitae (CV) of the <b>Project Manager</b> indicating his or her experience in Crop Field with two (2) contactable references.</p> <p><b>Certified copy</b> of Qualification in Crop Production. This should be a Diploma or Degree in Crop Production.</p> <p><b>The date of certification of the above qualifications should not be older than 3 months.</b></p>
3	<b>Relevant Experience of the company</b>	<p>Bidders to provide previous experience in the supply and delivery of grains or vegetables production inputs. (5 points to be allocated per relevant project up to a maximum of 9 projects previously executed). Points to be allocated are as follows:</p> <ul style="list-style-type: none"> <li>• Nine (9) or more Traceable Reference Letters = <b>45 points.</b></li> <li>• Eight (8) Traceable Reference Letters = <b>40 points.</b></li> <li>• Seven (7) Traceable Reference Letters = <b>35 points.</b></li> <li>• Six (6) Traceable Reference Letters = <b>30 points.</b></li> <li>• Five (5) Traceable Reference Letters = <b>25 points.</b></li> </ul>	45	<p>Support your track record with tangible evidence:</p> <ul style="list-style-type: none"> <li>○ Traceable Reference Letters with contract values.</li> </ul> <p><b>NB:</b> The above should be on the company letterheads of the bidder's client and should be signed by the authorized or delegated official with contact details of the bidder client where supply and delivery of grain or vegetable production inputs were undertaken.</p>

No	Evaluation Matrix	Description	Score	Means of Verification
		<ul style="list-style-type: none"> <li>• Four (4) Traceable Reference Letters = <b>20 points.</b></li> <li>• Three (3) Traceable Reference Letters = <b>15 points.</b></li> <li>• Two (2) Traceable Reference Letters = <b>10 points.</b></li> <li>• One (1) Traceable Reference Letters = <b>5 points.</b></li> <li>• No Traceable Reference Letter = <b>0 points</b></li> </ul>		
4	<b>Locality</b>	<p>Operating business within the Gauteng Province = <b>10 points</b></p> <p>Operating business outside Gauteng Province = <b>5 points</b></p>	10	<p>Proof of Physical Address as stated in the:</p> <p>(1) Municipality Bills; <b>or</b></p> <p>(2) Lease Agreement <b>or</b></p> <p>(3) Letter from the Municipal Authority.</p> <p>(Not Older than 3 Months)</p>
5	<b>Resource available to execute this project, i.e. (transportation)</b>	<p>The bidder must attach - refer to the note below for information required for owned/leased transport:</p> <ul style="list-style-type: none"> <li>• Truck(s) with capacity of more than sixteen tons (16-tons) = <b>15 points.</b></li> <li>• Truck(s) with capacity of sixteen tons (16-tons) = <b>10 points.</b></li> <li>• Truck(s) with capacity of eight-ton (8-tons) = <b>5 points.</b></li> <li>• Truck(s) with capacity of four-ton (4-tons) = <b>2 points.</b></li> <li>• No truck(s) with the minimum capacity of four-ton (4-ton) = <b>0 points</b></li> </ul> <p><b>NOTE:</b>  <b>Transport available to execute this project:</b>  Availability of Bidder's transport (suitable <b>minimum 4-ton truck or higher capacity</b>) accompanied by proof of ownership/lease:</p> <ul style="list-style-type: none"> <li>• <b>Own Transport:</b>  The bidder's asset register/listing indicating the availability of such a truck and should be referenced to the vehicle license document/registration certificate verifying the</li> </ul>	15	<p>Bidder's asset register/listing indicating the availability of such truck and should be referenced to the vehicle license document/registration certificate verifying the ownership of the trucks.</p> <p><b>OR;</b></p> <p>Letter of Intent on the letterhead of the company supplying transport to the bidder, signed by the representative/owner confirming the commitment to supply the outsourced transport and must indicate the type and size of transport to be outsourced.</p>

No	Evaluation Matrix	Description	Score	Means of Verification
		ownership of the trucks in the bidder's name or one of the director's name/(s). <b>must be provided</b> if the bidder will utilize his/ her own transport and must indicate the type and size of transport to be utilized. <ul style="list-style-type: none"> <li><b>Leased/Outsourced Transport:</b> A Letter of Intent on the letterhead of the company supplying transport to the bidder, signed by the representative/owner confirming the commitment to supply the outsourced transport and must indicate the type and size of transport to be outsourced.</li> </ul>		
<b>TOTAL FUNCTIONALITY POINTS</b>			<b>100</b>	
<b>MINIMUM THRESHOLD</b>			<b>70</b>	

### 8.5. STAGE 2: PRICE AND PREFERENCE POINT EVALUATION

Calculated in terms of Regulations 6(1) and 6(2) or 7(1) and 7(2) of the Preferential Procurement Regulations, 2017 as follows:

**NB:** Lowest acceptable tender will be used to determine the applicable preference point system.

AREAS	POINTS
Price	<b>80/90</b>
B-BBEE Status Level of Contributor	<b>20/10</b>

#### a) Price Evaluation:

The formula to be used to calculate the points for price, is as follows:

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

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

Where

$P_s$  = Points scored for price of bid under consideration

$P_t$  = Price of bid under consideration

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

### b) Points Awarded for B-BBEE Status Level of Contributor

In terms of Regulation 6. (2) or 7. (2) of the Preferential Procurement Regulations, 2017 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 (80/20 system)	Number of points (90/10 system)
1	20	10
2	18	9
3	14	8
4	12	5
5	8	4
6	6	3
7	4	2
8	2	1
Non-compliant contributor	0	0

Note: All points will be allocated in accordance with Preferential Procurement Policy Framework Act, 2000: Preferential Procurement Regulations, 2017 as amended at the date of tender closure, and available on [www.treasury.gov.za](http://www.treasury.gov.za)

## 9. CONTRACTUAL ARRANGEMENTS

The Terms of References as well as the project proposal which includes the quote (Price Schedule) and the Project Implementation Plan, will serve as an agreement between GDARD and the service provider. However, an additional agreement will be drawn up detailing all contractual rights and obligations and it will be expected of the service provider to sign such with GDARD. GDARD will become the owner of any intellectual property that may be a product or outcome of this project. The service provider will report directly and hand over all deliverables to be reviewed and sanctioned to the Directorate's project leader.

## **10. FINANCIAL MANAGEMENT**

10.1. Once appointed, a Purchase Order number will be issued to the service provider, which must be used in all future financial-related correspondence.

10.2. Payment will be made after completion, review, and approval of each deliverable received from the service provider; the invoice must detail specific activities performed. No up-front payments will be made. GDARD will pay for satisfactory completion of work within 30 days of submission of invoice.

## **11. SUBMISSION OF BID PROPOSALS**

### **11.1. General**

Bidders must:

- Deliver their proposals in one package: and
- Ensure that all pages are completed in full and signed by authorised representative(s) of the bidder. The address for delivery of the package is as follows:

**Gauteng Provincial Treasury (GPT), Imbumba House, 75 Fox Street, Marshalltown, Johannesburg.**

### **11.2. Other**

The outside of the package is to show:

- Name of Bidder;
- Description of Proposal;
- RFP (Tender) Number; and
- Closing Date and Time.

## **12. PROPOSAL PREPARATION INSTRUCTIONS**

- In responding to the TERMS OF REFERENCE the Bidder accepts full responsibility to have an understanding of the Terms of Reference in its entirety, and in detail, including making any enquiries to GDARD as necessary to gain such understanding.
- GDARD reserves the right to disqualify any bidder who demonstrates less than such understanding. Further, GDARD reserves the right to determine, in line with the Terms of Reference/Specification, whether the bidder has demonstrated such understanding. That right extends to the cancellation of the award if an award has

been made. Such disqualification and /or cancellation shall be at no fault or liability whatsoever to GDARD.

- Questions concerning this Terms of Reference must be submitted in writing.

### **13. GPT ELECTRONIC INVOICE SUBMISSION AND TRACKING**

Section 38(1)(f) of the PFMA and Treasury Regulation 8.2.3 requires payment to suppliers/service providers within 30 days of invoice receipt. In support of this, it is compulsory for the successful bidder, on the award, to register for GPT Electronic Invoice Submission and Tracking. The GPT shall assist the successful bidder in this regard if required.

### **14. NO LIABILITY**

GDARD reserves the right to accept or reject any proposal or stop the procurement process at any time, without assigning any reason or liability. GDARD shall not be liable to any respondent, person, or entity for any losses, expenses, costs, claims, or damages of any kind:

- Arising out of, by reason of, or attributable to, responding to this TERMS OF REFERENCE; or
- As a result of the use of any information, error, or omission contained in this TERMS OF REFERENCE document or provided during the TERMS OF REFERENCE process.

### **15. DURATION OF THE CONTRACT**

The contract will be for a period of **36** (thirty-six) **months** from the date of appointment.

### **16. AVAILABLE INFORMATION**

List of all farmers to be supported from all the regions of Gauteng will be provided to the successful service provider. The farmers or projects where deliveries have to be made are from the Three (3) Metros and Two (2) Districts Municipalities in the Province.

**17. DEPARTMENTAL CONTACT PERSONS****Supply Chain Management related questions may be directed to:**

Ms. Lindi Ngati

Supply Chain Management Directorate

Email: [ursula.ngati@gauteng.gov.za](mailto:ursula.ngati@gauteng.gov.za)**Functionality-related questions may be directed to:**

Mr. Anton Maswikaneng

Farmer Support and Development (FSD) Directorate

Email: [anton.maswikaneng@gauteng.gov.za](mailto:anton.maswikaneng@gauteng.gov.za)

 <p><b>GAUTENG PROVINCE</b> PROVINCIAL TREASURY REPUBLIC OF SOUTH AFRICA</p>	<h1>Provincial Supply Chain Management</h1>	
	<b>Registered Supplier Confirmation</b>	Page 1 of 1

**THIS FORM IS TO BE COMPLETED BY REGISTERED SUPPLIERS ONLY**

**PLEASE NOTE:**

SUPPLIERS ARE REQUIRED TO PROVIDE THEIR REGISTERED CENTRAL SUPPLIER DATABASE (CSD) NUMBER \_\_\_\_\_

For confirmation of your supplier number and/or any assistance please call the GPT Call Centre on **0860 011 000**.

Registered Suppliers to ensure that all details completed below are CURRENT.

MANDATORY SUPPLIER DETAILS			
GPT Supplier number			
Company name (Legal & Trade as)			
Company registration No.			
Tax Number			
VAT number (If applicable)			
COIDA certificate No.			
UIF reference No.			
Street Address		Postal Address	
CONTACT DETAILS			
Contact Person		Telephone Number	
Fax Number		Cell Number	
e-mail address		Principal's Id number	
BANKING DETAILS (in the name of the Company)			
Bank Name		Branch Code	
Account Number		Type of Account	

**I HEREBY CERTIFY THAT THIS INFORMATION IS CORRECT.**

Name(s) & Signature(s) of Bidder(s)
-------------------------------------

DATE:	
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# Provincial Supply Chain Management

**Tax Clearance Requirements**

Page 1 of 1

## IT IS A CONDITION OF BIDDING THAT -

- 1.1 The taxes of the successful bidder **must** be in order, or that satisfactory arrangements have been made with the South African Revenue Service to meet his / her tax obligations.
- 1.2 The South African Revenue Service (SARS) from the 18 April 2016 has introduced an enhanced Tax Compliance Status System, whereby taxpayers will obtain their Tax Compliance Status (TCS) PIN instead of original Tax Clearance Certificate hard copies.
- 1.3 Bidders are required to submit their unique Personal Identification Number (PIN) issued by SARS to enable the organ of state to view the taxpayer's profile and Tax Status.
- 1.4 Application for Tax Compliance Status (TCS) or PIN may also be made via e-filing. In order to use this provision, taxpayers will need to register with SARS as e-filers through the website [www.sars.gov.za](http://www.sars.gov.za).
- 1.5 In bids where Consortia / Joint Ventures / Sub-contractors are involved each party must submit a separate Tax Compliance Status (TCS) / PIN / CSD Number.
- 1.6 Where no TCS is available but the bidder is registered on the Central Supplier Database (CSD), a CSD Number must be provided.

## QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

- |     |   |     |                          |    |                          |
|-----|---|-----|--------------------------|----|--------------------------|
| 2.1 | Is the bidder a resident of the Republic of South Africa (RSA)? | YES | <input type="checkbox"/> | NO | <input type="checkbox"/> |
| 2.2 | Does the bidder have a branch in RSA?                           | YES | <input type="checkbox"/> | NO | <input type="checkbox"/> |
| 2.3 | Does the bidder have a permanent establishment in the RSA?      | YES | <input type="checkbox"/> | NO | <input type="checkbox"/> |
| 2.4 | Does the bidder have any source of income in the RSA?           | YES | <input type="checkbox"/> | NO | <input type="checkbox"/> |

**IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN, IT IS NOT A REQUIREMENT TO OBTAIN A TAX COMPLIANCE STATUS/TAX COMPLIANCE SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER ABOVE 1.4 ABOVE.**



# Provincial Supply Chain Management

Financial Statements

Page 1 of 1

## Submission of Financial Statements

The latest financial statements for the last two years are required (except if it is a new or a dormant entity)

- a) Financial statements must be signed by the auditor (in the case of companies) or the accounting officer (in the case of close corporations) the owner (in case of sole proprietors). Signatures must be on the accounting officer's / auditors report on the auditor's /accounting officer's letterhead.
- b) Financial statements must be signed by the member/s (in the case of close corporations) or by the director/s (in the case of companies.)
- c) In bids where consortia/joint ventures/sub-contractors and partnerships are involved, all bidders must submit their financial statements.
- d) If it is a new or dormant entity an opening set of financial statements must be submitted with the tender document. A letter from the auditor (in the case of companies) or the accounting officer (in the case of close corporations) stating that the entity has not yet traded must be attached.
- e) In cases where an entity has operated for a period less than a year the Management Accounts Report for the period in operation must be submitted signed accordingly as stated in paragraph (a) and (b) of this document.
- f) In cases where the entity has operated for a period more than a year but less than two years, then the financial statement for the first year of operation signed accordingly as per paragraph (a) and (b) of this document must be submitted.

## **Annexure A**

# **GOVERNMENT PROCUREMENT**

## **GENERAL CONDITIONS OF CONTRACT**

### **July 2010**

#### **NOTES**

The purpose of this document is to:

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

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

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

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## General Conditions of Contract

### 1. Definitions

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

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

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

**security**

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

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

**8. Inspections, tests and analyses**

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

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

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

## **9. Packing**

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

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

## **10. Delivery and documents**

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

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

## **11. Insurance**

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

## **12. Transportation**

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

## **13. Incidental services**

13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties,

- provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

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

#### **14. Spare parts**

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

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

#### **15. Warranty**

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

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

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

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

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser

may have against the supplier under the contract.

**16. Payment**

- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

**17. Prices**

- 17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.

**18. Contract amendments**

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

**19. Assignment**

- 19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.

**20. Subcontracts**

- 20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

**21. Delays in the supplier's performance**

- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its 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.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily

available.

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

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

## **22. Penalties**

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

## **23. Termination for default**

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

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

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

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

23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the

envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

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

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

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

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

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

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

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

- 25. Force Majeure**
- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.
- 26. Termination for insolvency**
- 26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.
- 27. Settlement of Disputes**
- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
- (b) the purchaser shall pay the supplier any monies due the supplier.
- 28. Limitation of liability**
- 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

- (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
- 29. Governing language** 29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
- 30. Applicable law** 30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
- 31. Notices** 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
- 32. Taxes and duties** 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
- 33. National Industrial Participation Programme (NIP)** 33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
- 34. Prohibition of Restrictive practices** 34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
- 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

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

Js General Conditions of Contract (revised July 2010)