

COMPULSORY BID INFORMATION MEETING

PLEASE TAKE NOTE THAT NO LATE BIDDER(S) WILL BE ADMITTED.

PLACE DEPARTMENT OF AGRICULTURE FORESTRY AND FISHERIES
 NO 2 HAGREVIES AVENUE
 KING WILLIAMS TOWN
 5601
 EASTERN CAPE

TIME 10:00 AM
DATE 07 SEPTEMBER 2018

ENQUIRIES General Enquiries: Ms Queeneth Mokale
 TEL. NO.: (012) 319 7130

Technical Enquiries: Mr. Vumile Kalashe
 TEL NO: 043 604 5311

FAILURE TO ATTEND THE COMPULSORY BID INFORMATION MEETING WILL RESULT IN THE BIDDER'S BID TO BE REJECTED.

CERTIFICATION BY BIDDER THAT THE COMPULSORY BID INFORMATION MEETING DESCRIBED ABOVE WAS ATTENDED:

I/We, _____ as representative of the company/firm _____ hereby declare that the compulsory site inspection was attended and that I/we am/are fully aware of the extent of the task.

SIGNATURE

DATE

CERTIFICATION BY DEPARTMENTAL REPRESENTATIVE ON SITE AFTER THE BID INFORMATION MEETING

I _____ hereby confirm that the site inspection was attended by the above bidder.

SIGNATURE

DATE

**PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/PUBLIC ENTITY)

BID NUMBER:	4.4.12.2/17/18	CLOSING DATE:	21/09/2018	CLOSING TIME:	11:00
DESCRIPTION	APPOINTMENT OF SERVICE PROVIDER FOR MANUFACTURING AND DELIVERY OF ONE 1000LT COMPLETE FIRE TRUCK UNIT FOR FIRE FIGHTING IN EASTERN CAPE FOR THE DEPARTMENT OF AGRICULTURE FORESTRY AND FISHERIES.				

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)

DEPARTMENT OF AGRICULTURE FORESTRY AND FISHERIES, AGRICULTURE PLACE MAIN ENTRANCE

TENDER RECEIPTS OFFICE ROOM NO: A-GF-06

20 STEVE BIKO ROAD ARCADIA PRETORIA

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO

TECHNICAL ENQUIRIES MAY BE DIRECTED TO:

CONTACT PERSON	Ms Queeneth Mokale	CONTACT PERSON	Mr Vumile Kalashe
TELEPHONE NUMBER	012 319 7130	TELEPHONE NUMBER	043 604 5311
FACSIMILE NUMBER		FACSIMILE NUMBER	
E-MAIL ADDRESS	QueenethM@daff.gov.za	E-MAIL ADDRESS	VumileK@daff.gov.za

SUPPLIER INFORMATION

NAME OF BIDDER	
POSTAL ADDRESS	
STREET ADDRESS	
TELEPHONE NUMBER	CODE NUMBER
CELLPHONE NUMBER	CODE NUMBER
FACSIMILE NUMBER	CODE NUMBER
E-MAIL ADDRESS	
VAT REGISTRATION NUMBER	

SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:	OR	CENTRAL SUPPLIER DATABASE No:	MAMA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	[TICK APPLICABLE BOX] Yes <input type="checkbox"/> No <input type="checkbox"/>		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] Yes <input type="checkbox"/> No <input type="checkbox"/>

[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?	Yes <input type="checkbox"/> No <input type="checkbox"/>	[IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES WORKS OFFERED?	Yes <input type="checkbox"/> No <input type="checkbox"/>	[IF YES, ANSWER THE QUESTIONNAIRE BELOW]
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QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?

YES NO

DOES THE ENTITY HAVE A BRANCH IN THE RSA?

YES NO

DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?

YES NO

DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?

YES NO

IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?

YES NO

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.

**PART B
TERMS AND CONDITIONS FOR BIDDING**

- 1.1. 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:



agriculture,
forestry & fisheries

Department:
Agriculture, Forestry and Fisheries
REPUBLIC OF SOUTH AFRICA

Bid invitation

BID NUMBER:

4.4.12.2/17/18

SUBJECT:

APPOINTMENT OF SERVICE FOR THE MANUFACTURING AND
DELIVERY OF ONE 1000LT COMPLETE FIRE TRUCK UNIT FOR
FIRE FIGHTING IN EASTERN CAPE PROVINCE OF THE DEPART-
MENT OF AGRICULTURE, FORESTRY AND FISHERIES.

1. GENERAL BID CONDITIONS
 - 1.1 Bidders who failed to complete the bid terms of reference/specification in all respects will automatically be disqualified.
 - 1.2 Bidders who failed to complete and sign all the bid documentation and/or failed to submit all the required information/documentation as requested in terms of the bid documentation may be disqualified. The recommended bidder(s) may be requested to complete and sign all bid documentation within five (5) working days from date of request. Failure to submit will result in disqualification of the bid.
 - 1.3 The bid must conform to the minimum requirements, as set out in this document, or it must be stated clearly how it deviates from these requirements and why. Offers exceeding the minimum requirements of the terms of reference/specification are acceptable.
 - 1.4 Bidders must complete all the necessary bid forms and undertakings, which normally or otherwise accompany a government bid. The following forms and terms of reference/specification must be completed and submitted together with the bidder's response to this bid:
 - SBD 1 = Invitation to bid
 - SBD 3 = Pricing schedule
 - SBD 4 = Declaration of interest
 - SBD 6.1 = Preference points claim form
 - SBD 8 = Declaration of bidder's past Supply Chain Management (SCM) practices
 - SBD 9 = Certificate of Independent Bid Determination
 - 1.5 No bid may be awarded to any bidder whose tax status has not been declared compliant by SARS. Bidders that are not tax compliant according to the CSD must resolve their tax matters with SARS within seven (7) working days from date of request.
 - 1.6 All bidders must ensure that they are registered on the Central Supplier Database (CSD): www.csd.gov.za. Bidders are advised to ensure that their banking details are successfully verified on the CSD.
 - 1.7 The CSD Registration Report must be attached to the bid document.

1.8 The Department will not award any bid to a bidder not registered as a prospective service provider/supplier on the CSD.

1.9 The successful bidder will be required to sign a written contract form (SBD 7). This document will be a binding contract between the successful bidder and the department. No service should be rendered without receipt of an official order issued by the department. No official order will be issued unless a successful bidder(s) has been successfully registered on the Central Supplier Database of the National Treasury.

1.10 The official forms as per paragraph 1.4 above and the bid terms of reference/specification must NOT be retyped. To ensure authenticity of documents bidders must complete forms manually. Bidders who do not comply with this requirement and retype the bidding documentation will be disqualified.

1.11 This bid is subject to Government Procurement: General Conditions of Contract, which may not be amended.

1.11.1 Failure to withdraw, waive and/or renounce the bidder's own bid conditions, when called upon to do so, may invalidate the bid.

1.12 During evaluation of the bids, information may be requested in writing from bidders. Replies to such requests must be submitted within five (5) working days or bids may be disregarded.

1.13 The department may only accept a total ceiling price for the entire project that must be inclusive of all costs (including travel and subsistence expenses). The bidders will not be entitled to claim for travel and subsistence expenses, such items must be included in the bid price.

1.14 The department will give preference to bidders that bid firm prices for the entire duration of the contract in terms of this bid. Non-firm prices (including prices that are subject to rates of exchange variations) may be considered if supporting documentation is submitted. Should the bidder fail to indicate the bid price on the SBD 3 form (Pricing schedule), the bid may be regarded as invalid. No price increase will be considered by the Department in cases where firm bid prices have been agreed upon.

1.15 The department will not be held liable for any expenses incurred by bidders in preparing and submitting bids.

1.16 The department reserves the right to appoint more than one bidder, depending on conditions of the bid.

The award of the bid may be subjected to price negotiation with the preferred bidders.

1.17 The department hereby chooses the following street address as its *domicilium citandi et executandi* for the purpose of serving notices and legal documentation:

Street address
Agriculture Place
20 Steve Biko Road
ARCADIA
Pretoria
0007

DAFF BID: 4.4.12/2/17/18
SUBJECT: APPOINTMENT OF SERVICE FOR THE MANUFACTURING AND DELIVERY OF ONE 1000LT COMPLETE FIRE TRUCK UNIT FOR FIRE FIGHTING IN EASTERN CAPE PROVINCE OF THE DEPARTMENT OF AGRICULTURE, FORESTRY AND FISHERIES.
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2. CONFIDENTIALITY

- 1.18 Bidders are required to submit proof of B-BBEE Status Level of contributor. Proof includes original and valid B-BBEE Status Level Verification Certificates or certified copies thereof together with their bids or price quotations to substantiate their B-BBEE rating claims.
- 1.19 B-BBEE Status Level Verification Certificates submitted, must be issued by the following:
- 1.19.1 Bidders other than EMES and QSEs
 Verification agencies accredited by SANAS, or
- 1.19.2 Bidder who qualify as EMES and QSEs
 Sworn affidavit signed by the EME or QSE representative and attested by a Commissioner of Oaths.
- 1.19.3 Bidders who do not submit B-BBEE Status Level Verification Certificates or who are non-compliant contributors to B-BBEE do not qualify for preference points for B-BBEE.
- 1.19.4 A trust, consortium or joint venture (including unincorporated consortia and joint ventures) must submit a consolidated B-BBEE Status Level Verification Certificate for every separate bid.
- 1.19.5 Public entities and tertiary institutions must submit B-BBEE Status Level Verification Certificates together with their bids.
- 1.20 For joint venture to be considered and points allocated accordingly, the following documents are required:
- 1.20.1 Agreement between parties in joint venture;
- 1.20.2 Consolidated B-BBEE certificate (this is not a disqualification document, but a joint venture will not be allocated B-BBEE points if it is not submitted, except where it forms part of prequalification criteria in the evaluation of the bid; and
- 1.20.3 Both parties must be registered on the Central Supplier Database with a tax compliant status.
- 1.21 Bidder(s) may be requested to submit a valid company registration certificate issued by the Registrar of Companies and copies of the ID document(s) of active director(s).
- 1.22 Enquiries
- | | | |
|-----------------------|-----------------|-------------------|
| Technical enquiries | VUMILE KALASHE | Tel. 043 604 5311 |
| General SCM enquiries | QUEENETH MOKALE | Tel. 012 319 7130 |
- 1.23 The successful bidder must supply and deliver goods to the address as indicated in the bid documentation.
- 1.24 The validity period of this bid must be at least 90 days from the closing date of the bid.



- 2.1 This bid and all information in connection therewith shall be held in strict confidence by bidders and the use of such information shall be limited to the preparation of the bid. Bidders shall undertake to limit the number of copies of this document.
- 2.2 All bidders are bound by a confidentiality clause preventing the unauthorised disclosure of any information regarding the department or of its activities to any other organisation or individual. The bidders may not disclose any information, documentation or products to other clients without the written approval of the Director-General or the delegated official.
- 3. COPYRIGHT
 - 3.1 Copyright of all documentation in relation to this bid belongs to the department. The successful bidder may not disclose any information, documentation or products to other clients without the written approval of the Director-General or the delegated official.
- 4. PAYMENTS
 - 4.1 Payment shall normally be made within 30 days after receipt of an original invoice, subject to satisfactory delivery of the service as outlined in the Terms of Reference/Specification.
 - 4.2 The bidder will not be entitled to claim for travel and subsistence expenses. If such expenses are applicable, these charges must be included in the bid price.
- 5. NON-COMPLIANCE WITH DELIVERY TERMS
 - As soon as it becomes known to the bidder that he/she will not be able to perform the services/deliver the goods within the agreed time/or delivery period and/or against the quoted price and/or as specified in the contract, the department must be given immediate written notice to this effect. The department reserves the right to implement remedies as provided for in paragraph 22 of the General Conditions of Contract.
- 6. RETENTION
 - 6.1 On termination of this agreement, the bidder shall on demand, hand over all documentation, information, etc. to the department without the right of retention.
 - 6.2 No agreement to amend or vary a contract or order or the conditions, stipulations or provisions thereof shall be valid and of any force and effect unless such agreement to amend or vary is entered into in writing and signed by the contracting parties. Any waiver of the requirement of the agreement to amend or vary conditions shall be in writing.
- 7. EVALUATION TEAM
 - The department will appoint a bid evaluation committee to evaluate the bid submissions. The committee will make recommendations to the Bid Adjudication Committee.
- 8. EVALUATION OF BIDS
 - Bids will be evaluated on the following basis:
- 8.1 Phase 1: Prequalification criteria

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All completed documentation must be returned to the Department of Agriculture, Forestry and Fisheries before 11:00 on 21 September 2018. The location of the drop off is: Agriculture Place, Tender Receipt Office, Tender Box, Room A-GF-06.

- 9. LATE BIDS
- 8.5.1 The bid will be awarded to the bidder who scores the highest total number of points in terms of the preference point system (Price and B-BBEE points), unless objective criteria in terms of section 2(f) of the Act justify the award of the bid to another bidder.
- 8.5 Phase 5: Awarding of bid
- 8.4.1 Only bidders who met all the minimum requirements in terms of paragraph 8.3.1 above will be brought on a comparative price basis in terms of the applicable preference point system prescribed in the Preferential Procurement Regulations 6 and 7 of 2017 as indicated in the SBD 6.1 form.
- 8.4 Phase 4: Evaluation for price and preference point system
- 8.3.1 All bids duly lodged will be evaluated to determine compliance with the bid requirements and conditions. Bids with obvious deviations from the bid requirements/conditions and not acceptable to the evaluation committee will be eliminated from the adjudication process, i.e. will not be shortlisted.
- 8.3 Phase 3: Compliance with minimum bid requirements
- 8.2.2 Bidders that do not meet the pre-qualification criteria stipulated in paragraph 8.2.1 above will be disqualified from further evaluation. Bidders must submit proof of B-BBEE Status Level of Contributor that complies with paragraph 1.18 above (sworn affidavits or B-BBEE Status Level Verification Certificates issued by SANAS accredited verification agencies).
- 8.2.1 The bidder must be qualifying Exempted Micro Enterprise (EMEs) or Qualifying Small Enterprise (QSEs).
- 8.2 Phase 2: Prequalification criteria

A bid will be disqualified if the bid fails to achieve the stipulated minimum threshold for local production and content and the Declaration Certificate for Local Content is not submitted as part of the bid documentation.

Product	Local content threshold
Fire Fighting Vehicle	30%
Crew Cabin	100%
Super Structure	100%
Assembly	100%

8.1 Phase 1: Local production and content

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DAFF BID: 4.4.12/2/17/18
SUBJECT: APPOINTMENT OF SERVICE FOR THE MANUFACTURING AND DELIVERY OF ONE 1000LT COMPLETE FIRE TRUCK UNIT FOR FIRE FIGHTING IN EASTERN CAPE PROVINCE OF THE DEPARTMENT OF AGRICULTURE, FORESTRY AND FISHERIES.

- 12.6 Due to material irregularities in the bid process.
- 12.5 No acceptable bids are received.
- 12.4 Funds are no longer available to cover the total envisaged expenditure.
- 12.3 Due to changed circumstances, there is no longer a need for the goods or services requested.
 - (i) Abused the SCM system of any government department.
 - (ii) Failed to perform any previous contract and the proof thereof exists.
 - (iii) Restricted from doing business with the public sector if such a bidder obtained preferences fraudulently or if such bidder failed to perform on a contract based on the specific goals.
 - (iv) If there is proof of fraud or any other improper conduct in relation to such system.
- 12.2 If the bidder or any of its directors have:
 - 12.1 If the bidder has committed a proven corrupt or fraudulent act in competing for a particular contract.
- 12. Bids may be cancelled for any of the following reasons:
 - 12. THE DEPARTMENT RESERVES THE RIGHT TO REJECT OR CANCEL BIDS
- 11. FRAUD AND CORRUPTION
 - All prospective bidders should take note of the implications of contravening the Prevention and Combating of Corrupt Activities Act, Act No. 12 of 2004 and any other act applicable.
 - 10.2 No late arrivals by bidders for a compulsory site inspection/briefing session will be allowed.
 - 10.1 Bidders not attending a compulsory site inspection/briefing session that will be held on 07 September 2018 will automatically be disqualified.
 - 10. COMPULSORY SITE INSPECTION/BRIEFING SESSION
 - Bidders are therefore advised to ensure that bids are dispatched allowing sufficient time for any unforeseen events that may delay the delivery of the bid and time to access the premises because of security arrangements when entering the department's gate.
- Bids received late shall not be considered. The bidding box shall be locked at exactly 11:00. The closing time will be in accordance with Telkom time (1026).

TERMS OF REFERENCE FOR THE MANUFACTURING AND DELIVERY OF 1000 LITER FORESTRY FIRE FIGHTING TRUCK

1. INTRODUCTION

This specification is for the manufacturing and delivery of one (1) forestry fire fighting truck.

COMPLY		YES	NO	REMARKS
2. TECHNICAL REQUIREMENTS				
2.1	FIRE FIGHTING TRUCK SPECIFICATIONS			
2.1.1	Model: 4X4 diesel, with engine displacement not less than 5000 cc delivering not less than 100 kW, torque not less than 370 Nm @1600 rpm and with DOUBLE rear wheels, 50cm from the ground.			
2.1.2	Payload 1890 kg payload (MIN)			
2.2	Other specifications			
2.2.1	Model: not specified			
2.2.2	No of gears should be 5 speed or more			
2.2.3	Tyre size should be 8.5 R 17.5 with DOUBLE rear tyres including spare wheel.			
2.2.4	Wheel size should be no less than 6.0GS			
2.2.5	Fuel tank should be 100liters on diesel			
2.2.6	Front axle tare mass ± 1,785 kg (MIN)			
2.2.7	Rear axle tare mass ± 765 kg (MIN)			
2.2.8	Total tare mass not less than 2,550kg			
2.2.9	Approx. CHASSIS + BODY TARE 4110 kg			

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COMPLY		YES	NO	REMARKS
Main water tank specifications				
				2.3.1 UV stabilised LMDPE with nominal wall thickness of 10mm
				2.3.2 Tank size: 1 x 1000 lt in yellow colour
				2.3.3 450mm diameter vented manhole
				2.3.4 Tank should have a filling from the top opening and design to ensure maximum drainage with drainage valve at the lowest point
Pumps specifications				
				2.4.1 High pressure: 1x piston pump (160lt/minute @50 Bar) coupled to the PTO drive, pulley and v-belts
				2.4.2 Low pressure: 1x twin stage wide standard impeller, close coupled to an adequate size rope start petrol engine (for low pressure, suction of water from the open source). Models of pumps and engines to be already in use in the forest fire industry.
Reels specifications				
				2.5.1 High pressure delivery side: <ul style="list-style-type: none"> 2 x Heavy duty spoke type, manual rewind hose reels fitted on the both side of the tank in the cabin with 120m x 12.5mm inner diameter single braided hydraulic hose with hydraulic couplings. Hose reels design in a way that prevent kicking of the hose, and should be mounted by means of heavy bearings and seals.
				2.5.2 Low pressure delivery side (1 x petrol engine of adequate size to accommodate the following): <ul style="list-style-type: none"> 1 x 25mm Geka-configuration coupling outlet at each rear corner of vehicle 6 x 30m x 25mm canvas lay flat hose with couplings to be supplied. 1 x 38mm outlet with coupling at rear for emergency

COMPLY			YES	NO	REMARKS
Plumbing specifications					
2.6.1	The high pressure piston pump plumbed to allow 2 high pressure reels to work as a unit and 20mm flood jet 180° mounted on the bulbar, rear bumper and top of the cab to protect the vehicle during firefighting to be activated from within the vehicle crew cab by the use of a 3 levers				
2.6.2	The pump should be placed under the crew cab seat.				
2.6.3	The low pressure volume pump plumbed to allow the suction from an open water source for the refill and as well as firefighting with 2 x 25mm lay flat hose coupling.				
2.6.4	2 x 3m 50mm suction hoses with 1x 50mm brass caged foot valve supplied for tank refill from open source with camlock configuration couplings. Foot valve to be equipped with float to prevent it from lying on the bottom.				
2.6.5	2 x 38mm fixed filling point for knapsack pumps on each side of the tanker.				
2.6.6	40lt drinking water container in the cabin separate from the main tank.				
Colouring code specifications					
2.7.1	Red: all delivery valves and 38mm outlets for fire fighting				
2.7.2	Green: all suction valves for refilling				
2.7.3	Blue: all valves for high pressure volume.				
2.8 Unit design					
2.8.1	Additional cabin for crew members with the following features, non-opening air vent seating place for 4 crew members in the cab with safety belts, with sufficient air vent, entrance on the left hand of the cab and non-opening emergency window on the right hand. Must comply with all NRCS regulations and must have all relevant certificates to carry people.				

COMPLY			YES	NO	REMARKS
					2.8.2 Unit should have a lockable watertight and dust proof bins (1500mm x 600mm) on the sides of the tank for fire fighting tools storage, also a storage place for small things like nozzles
					2.8.3 Steps and grab handles should be provided on the left side of a vehicle for crew cab access.
					2.8.4 A step mounted on rear of the unit on the bumper and 2 crabs for unit access from behind.
					2.8.5 Bulbar should also be mounted as per vehicle specs.
					2.8.6 Official brochures and information pamphlets, as published by the manufacturer regarding all specifications must be submitted with the bid.
					Electrical equipment specifications
					2.9.1 2 x tractor type (50watts) rubber mounted swivel lights to ensure sufficient light on the storage bins and pump, light in the crew cab and 2 x 24 volts emergency high quality red rotation light with protection against damage to be mounted as follows: <ul style="list-style-type: none"> ▪ One on the front of the crew cab roof ▪ One on the rear of a vehicle.
					2.9.2 1 x Public address system with siren.
					2.9.3 All wiring to be enclosed by a protective harness.
					2.10 Additional equipment and extra requirement specification
					2.10.1 The following equipment should be supplied: <ul style="list-style-type: none"> ▪ 2 x 25mm AWG type nozzles for lay flat hose ▪ 2 x high pressure pistol type adjustable nozzles ▪ Truck to be equipped with 1 spare wheel mounted on the truck.

COMPLY		YES	NO	REMARKS
				2.10.2 Manufacturers identification plate of load bin should indicate the following: <ul style="list-style-type: none"> ▪ Manufacturers name ▪ Date of manufacture ▪ Serial number (Engine and chassis number) ▪ Unit size ▪ Batteries must be placed in a secured place.
				2.10.3 Bidders must submit contact details and declaration letter of at least one (1) client in South Africa whom the bidder has successfully supplied with similar equipment. This company will be visited to inspect the same products before the contract is awarded.
				2.11 Training, Warranty and services
				2.11.1 Training of a truck driver and operation manuals should be provided.
				2.11.2 In field servicing of firefighting system should be done when the vehicle is delivered and stationed
				2.11.3 There should be a warranty of two years on all firefighting parts and equipment.
				2.11.4 The bidder must provide DAFF with Certificate of fitness and registration documents.
				2.11.5 Annexure C Local content declaration: Summary schedule.
				3. CHECKLIST
				3.1 Failure to include the above with the bid at the time of closing of the bid will result in the bidders bid to be viewed as invalid and therefore rejected.
				3.2 Did the bidder fully complete all the bid forms specification and submitted all the required documentation? (See paragraph 1.1 of the special conditions of bid).
				3.3 The Department will only appoint one bidder for the supply and delivery of all the required equipment as specified in this bid. Bidders that are not in a position to supply all the required equipment will automatically be disqualified.

GCS

COMPLY		
YES	NO	REMARKS
		3.4. Bidder /service provider must ensure that the following documents are attached, signed and completed
		3.5. Any equipment supplied by the successful bidder that does not conform to the technical specifications will result in the equipment being rejected and the bidder will be held responsible for the cost of rejection:
		3.6. The equipment must be supplied, delivered within 90days after receipt of an official order.
		3.7. Bid price must also include training of two departmental officials on the operation of the machine and its equipment and the maintenance of the same.
		3.8. Due to technical nature of this document, all correspondence must be in English.
		3.9. The bidder must submit roadworthy certificate with registration papers for the vehicle as well as proof that it is NRCS certificated to carry personnel.
		3.10. If the bidder is not a manufacturer and obtains the product from a manufacturer or a third party, the manufacturer or the third party must declare that the products offered do comply with the specifications stated in the bid document. Declaration letter must be attached.
		Failure to include the above information together with the bid document on the closing date and time will invalidate the bid.
		3.11. Service and maintenance after delivery of the rig must be readily available.
		3.12. The equipment must be fully guaranteed for a minimum of two years from the date of final supply.
		3.13. Official brochures and information pamphlets, as published by the manufacturer regarding all specifications must be submitted with the bid.
		Failure to include the above information together with the bid document on the closing date and time will invalidate the bid.

COMPLY		YES	NO	REMARKS
<p>3.14. Bidders must submit contact details and declaration letter of at least one (1) client in South Africa whom the bidder has successfully supplied with similar equipment. This company will be visited to inspect the same products before the contract is awarded.</p>				
<p>Failure to include the above with the bid at the time of closing of the bid will result in the bidders bid to be viewed as invalid and therefore rejected.</p>				
<p>Bidders are also requested to submit a company profile as part of their bid that includes the following information:</p> <ul style="list-style-type: none"> • Company background: date established, names of directors with certified ID copies. • Infrastructure: Offices, proof of physical address and technical support office 				
<p>6. Bidders/service providers must ensure that the following documents are attached, signed and completed:</p> <p>(i) Terms of Reference</p> <p>(ii) SBD 1 form: Invitation to bid</p> <p>(iii) SBD 2 form (valid Tax Clearance Certificate);</p> <p>(iv) SBD 3 form;</p> <p>(v) SBD 4 form</p> <p>(vi) SBD 6.1 form;</p> <p>(vii) SBD 6.2 form;</p>				

I/we, the undersigned, declare that the information furnished is true and correct and warrants that he/she is duly authorised to sign on behalf of the company.

NAME AND CAPACITY: _____

SIGNATURE OF BIDDER _____
DATE _____

NAME OF COMPANY: _____

COMPLY			YES	NO	REMARKS
(viii)	SBD 8. Declaration of bidders past supply chain practices				
(ix)	SBD 9 form				
(xi)	Supplier maintenance form (only applicable if the Department is not in possession of valid banking details for a service provider/supplier);				
(xii)	company registration document (see paragraph 1.15.1 of the Special conditions;				
(xiii)	Certified BBB-EE certificate (see paragraph 1.15.1 of the Special Conditions.				

SBD 4

DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes an advertised competitive bid, a limited bid, a proposal or written price quotation). In view of possible allegations of favoritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-

- the bidder is employed by the state; and/or
- the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

2. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

- 2.1 Full Name of bidder or his or her representative:
- 2.2 Identity Number:.....
- 2.3 Position occupied in the Company (director, trustee, shareholder, member):
- 2.4 Registration number of company, enterprise, close corporation, partnership agreement or trust:
- 2.5 Tax Reference Number:
- 2.6 VAT Registration Number:
- 2.6.1 The names of all directors / trustees / members / shareholders, their individual identity numbers, tax reference numbers and, if applicable, employee / PERSAL numbers must be indicated in paragraph 3 below.

"State" means -

- (a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
- (b) any municipality or municipal entity;
- (c) provincial legislature;
- (d) national Assembly or the national Council of provinces; or
- (e) Parliament.

"Shareholder" means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.

YES / NO

2.7 Are you or any person connected with the bidder presently employed by the state?

2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder / member:
Name of state institution at which you or the person
connected to the bidder is employed :
Position occupied in the state institution:

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

Any other particulars:

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

YES / NO

2.7.2 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector?

YES / NO

2.7.2.1 If yes, did you attach proof of such authority to the bid document?

(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.

2.7.2.2 If no, furnish reasons for non-submission of such proof:

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

YES / NO

2.8 Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months?

2.8.1 If so, furnish particulars:

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

YES / NO

2.9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid?

2.9.1 If so, furnish particulars.

.....

4 DECLARATION

I, THE UNDERSIGNED (NAME).....

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT.
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME SHOULD THIS
DECLARATION PROVE TO BE FALSE.

..... Signature Position
..... Date Name of bidder

November 2011

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-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 contributor 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.

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:

POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

Ps = Points scored for price of bid under consideration
 Pt = Price of bid under consideration
 Pmin = Price of lowest acceptable bid

Where

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

A maximum of 80 or 90 points is allocated for price on the following basis:
 80/20 or 90/10

THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

POINTS AWARDED FOR PRICE

- (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) "prices" 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;

4. 4.1

3. 3.1

Black people		
Black people who are youth		
Black people who are women		
Designated Group: An EME or QSE which is at least 51% owned	<input checked="" type="checkbox"/> EME	<input checked="" type="checkbox"/> QSE

terms of Preferential Procurement Regulations, 2017:

- v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in
- (Tick applicable box)
- YES NO
- iv) Whether the sub-contractor is an EME or QSE
- iii) The B-BBEE status level of the sub-contractor
- ii) The name of the subcontracted contractor
- i) What percentage of the contract will be

7.1.1 If yes, indicate:

YES NO

(Tick applicable box)

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

7. SUB-CONTRACTING

(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.

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

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

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

5. BID DECLARATION

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

DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

This Standard Bidding Document (SBD) must form part of all bids invited. It contains general information and serves as a declaration form for local content (local production and local content are used interchangeably).

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2017, the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

1. General Conditions

1.1. Preferential Procurement Regulations, 2017 (Regulation 8) make provision for the promotion of local production and content.

1.2. Regulation 8.(2) prescribes that in the case of designated sectors, organs of state must advertise such tenders with the specific bidding condition that only locally produced or manufactured goods, with a stipulated minimum threshold for local production and content will be considered.

1.3. Where necessary, for tenders referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.

1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.

1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

$$LC = [1 - x / y] * 100$$

Where

x is the imported content in Rand

y is the bid price in Rand excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) at 12:00 on the date of advertisement of the bid as indicated in paragraph 4.1 below.

The SABS approved technical specification number SATS 1286:2011 is accessible on [http://www.thedti.gov.za/industrial development/ipsf](http://www.thedti.gov.za/industrialdevelopment/ipsf) at no cost.

1.6. A bid may be disqualified if this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation;

2. The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:

Description of services, works or goods	Stipulated minimum threshold
Manufacturing of fire fighting truck	30%
_____	_____ %
_____	_____ %

3. Does any portion of the goods or services offered have any imported content?

(Tick applicable box)

YES	NO
-----	----

3.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by SARB for the specific currency at 12:00 on the date of advertisement of the bid.

The relevant rates of exchange information is accessible on www.reservebank.co.za

Indicate the rate(s) of exchange against the appropriate currency in the table below (refer to Annex A of SATS 1286:2011):

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

NB: Bidders must submit proof of the SARB rate (s) of exchange used.

4. Where, after the award of a bid, challenges are experienced in meeting the stipulated minimum threshold for local content the bidder must be informed accordingly in order for the bidder to verify and in consultation with the AO/AA provide directives in this regard.

LOCAL CONTENT DECLARATION

(REFER TO ANNEX B OF SATS 1286:2011)

LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL)

IN RESPECT OF BID NO. 4.4.12.2/17/18

ISSUED BY: (Procurement Authority / Name of Institution):

of 2000).	
SIGNATURE:	_____
WITNESS No. 1	_____
DATE:	_____
WITNESS No. 2	_____
DATE:	_____

Annex D

Imported Content Declaration - Supporting Schedule to Annex C

(01) Tender No.
 (02) Tender description:
 (03) Designated Products:
 (04) Tender Authority:
 (05) Tendering Entity name:
 (06) Tender Exchange Rate:

Pula

Note: VAT to be excluded from all calculations

EU R 9.00 GBP R 12.00

A. Exempted imported content

Summary		Calculation of imported content									
Tender item no's	Description of imported content	Local supplier	Overseas Supplier	Foreign currency value as per Invoice (D11)	Tender Exchange Rate (D12)	Local value of imports (D13)	Freight costs to port of entry (D14)	All locally incurred landing costs & duties (D15)	Total landed cost excl VAT (D16)	Tender Qty	Exempted imported value (D17)
(D7)	(D8)	(D9)	(D10)	(D11)	(D12)	(D13)	(D14)	(D15)	(D16)	(D17)	(D18)
Total exempted imported value (D19)											

This total must correspond with Annex C - D1

B. Imported directly by the Tenderer

Summary		Calculation of imported content									
Tender item no's	Description of imported content	Unit of measure	Overseas Supplier	Foreign currency value as per Invoice (D24)	Tender Exchange Rate (D25)	Local value of imports (D26)	Freight costs to port of entry (D27)	All locally incurred landing costs & duties (D28)	Total landed cost excl VAT (D29)	Tender Qty	Total imported value (D30)
(D20)	(D21)	(D22)	(D23)	(D24)	(D25)	(D26)	(D27)	(D28)	(D29)	(D30)	(D31)
Total imported value by tenderer (D32)											

C. Imported by a 3rd party and supplied to the Tenderer

Summary		Calculation of imported content									
Description of imported content	Unit of measure	Local supplier	Overseas Supplier	Foreign currency value as per Invoice (D37)	Tender Exchange Rate (D38)	Local value of imports (D39)	Freight costs to port of entry (D40)	All locally incurred landing costs & duties (D41)	Total landed cost excl VAT (D42)	Quantity Imported	Total imported value (D44)
(D33)	(D34)	(D35)	(D36)	(D37)	(D38)	(D39)	(D40)	(D41)	(D42)	(D43)	(D44)
Total imported value by 3rd party (D45)											

D. Other foreign currency payments

Calculation of foreign currency payments				
Type of payment (D46)	Local supplier making the payment (D47)	Overseas beneficiary (D48)	Foreign currency value paid (D49)	Tender Rate of Exchange (D50)
(D46)	(D47)	(D48)	(D49)	(D50)

Signature of tenderer from Annex B

(D52) Total of foreign currency payments declared by tenderer and/or 3rd party
 (D53) Total of imported content & foreign currency payments - (D52), (D45) & (D52) above

This total must correspond with Annex C - C 25

Date:

DECLARATION OF BIDDERS' PAST SUPPLY CHAIN MANAGEMENT PRACTICES

1. This Standard Bidding Document must form part of all bids invited.
 2. It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
 3. The bid of any bidder may be disregarded if that bidder, or any of its directors have-
 - a. abused the institution's supply chain management system;
 - b. committed fraud or any other improper conduct in relation to such system;
 - c. failed to perform on any previous contract.
4. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's database as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied.)	<input type="checkbox"/>	<input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? To access this Register enter the National Treasury's website, www.treasury.gov.za , click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012)326-5445.	<input type="checkbox"/>	<input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	<input type="checkbox"/>	<input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	<input type="checkbox"/>	<input type="checkbox"/>
4.4.1	If so, furnish particulars:		

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME)
CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS
TRUE AND CORRECT.

I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY
BE TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

Signature

.....

Date

.....

Position

.....

Name of Bidder

.....

CERTIFICATE OF INDEPENDENT BID DETERMINATION

1 This Standard Bidding Document (SBD) must form part of all bids¹ invited.

2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *per se* prohibition meaning that it cannot be justified under any grounds.

3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:

a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.

b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.

4 This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.

5 In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

¹ Includes price quotations, advertised competitive bids, limited bids and proposals.

² Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

_____ (Bid Number and Description)

in response to the invitation for the bid made by:

_____ (Name of Institution)

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:

- (a) has been requested to submit a bid in response to this bid invitation;
- (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
- (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

SBD 9

10. 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.

Signature

.....

Date

.....

Position

.....

Name of Bidder

.....

JS914w 2

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium? will not be construed as collusive bidding.

7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:

- (a) prices;
- (b) geographical area where product or service will be rendered (market allocation)
- (c) methods, factors or formulas used to calculate prices;
- (d) the intention or decision to submit or not to submit, a bid;
- (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
- (f) bidding with the intention not to win the bid.

8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.

9. 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.

' 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.

July 2010

**GOVERNMENT PROCUREMENT:
GENERAL CONDITIONS OF CONTRACT**



**THE NATIONAL TREASURY
Republic of South Africa**

GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

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

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

- The General Conditions of Contract will form part of all bid documents and may not be amended.

- Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

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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

- 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

<p>1.25 "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.</p>	<p>2. Application</p>	<p>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.</p> <p>2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.</p> <p>2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.</p>
<p>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.</p> <p>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</p>	<p>3. General</p>	<p>4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.</p>
<p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p>	<p>5. Use of contract documents and information inspection.</p>	<p>4. Standards</p>
<p>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.</p>	<p>6. Patent rights</p>	

- 8.7 Any contract supplies may on or after delivery be inspected, tested or which do not comply with the contract requirements may be rejected.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and these inspections, tests or analyses shall be defrayed by the supplier.
- 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 purchaser.
- 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.
- 8.3 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.
- 8.2 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.
- 8.1 All pre-bidding testing will be for the account of the bidder.
- 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.
- 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
- 7.2 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.
- 7.1 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.

8. Inspections, tests and analyses

7. Performance security

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.

9.1 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.

10.1 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.

11.1 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.

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

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;

13. Incidental services

12. Transportation

11. Insurance

10. Delivery and documents

9. Packing

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

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.

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

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.

15.1 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. Warranty

- (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.

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:

14. Spare parts

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.

- (d) performance or supervision or maintenance and/or repair of the supplied goods;
- (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.

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.

16.1 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.

17.1 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.

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

19.1 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.

20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contract 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.

21.1 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 suppliers 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 supplier 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.

22.1 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.

22. Penalties

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:

23. Termination for default

- (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

25.1 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.

26.1 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.

27.1 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 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.

28.1 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

25. Force Majeure

26. Termination for Insolvency

27. Settlement of Disputes

28. Limitation of Liability

(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.

29.1 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.

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

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.

32.1 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.

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

34.1 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.

29. Governing language

30. Applicable law

31. Notices

32. Taxes and duties

33. National Industrial Participation (NIP) Programme

34 Prohibition of Restrictive practices

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.

