

COMPULSORY BID INFORMATION MEETING

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

PLACE **20 STEVE BIKO ROAD, ARCADIA PRETORIA
AGRICULTURE PLACE**

TIME **11:00 AM**

DATE **25 OCTOBER 2019**

ENQUIRIES **General Enquiries: Mr. Ben Coetzer
TEL. NO.: (012) 319 7816**

**Technical Enquiries: Mr. Ephraim Moruke
TEL NO: 021 809 0241**

**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:**

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 /27/19	CLOSING DATE:	07/11/2019	CLOSING TIME:	11:00.AM
DESCRIPTION	THE APPOINTMENT OF A SERVICE PROVIDER FOR THE SUPPLY, DELIVERY, COMMISSIONING OF A INDUCTIVELY COUPLED PLASMA WITH MASS SPECTROMETER DETECTOR (ICP-MS) HYPHENATED TO HIGH PERFORMANCE LIQUID CHROMATOGRAPH WITH PHOTODIODE ARRAY DETECTOR AND REFRACTIVE INDEX DETECTOR (HPLC-PDA/RID) FOR THE ANALYTICAL SERVICES NORTH LABORATORY IN PRETORIA				
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	Mr. Ben Coetzer		CONTACT PERSON	Mr Ephraim Moruke	
TELEPHONE NUMBER	012 319 7816		TELEPHONE NUMBER	012 319 6126	
FACSIMILE NUMBER	N/A		FACSIMILE NUMBER	N/A	
E-MAIL ADDRESS	BenC@Daff.gov.za		E-MAIL ADDRESS	EphraimMor@daff.gov.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No	
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]	
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE A BRANCH IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

**PART B
TERMS AND CONDITIONS FOR BIDDING**

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

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

SIGNATURE OF BIDDER:

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

DATE:

PRICING SCHEDULE –FIRM PRICES

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

NAME OF SERVICE PROVIDER:	BID NO.: 4.4.12.2/27/19
CLOSING TIME 11:00 ON	

OFFER TO BE VALID FOR 90 DAYS (UNTIL 05 FEBRUARY 2020) FROM THE CLOSING DATE OF BID.

ITEM NO	DESCRIPTION	BID PRICE IN RSA CURRENCY INCLUSIVE OF VALUE ADDED TAX
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THE APPOINTMENT OF A SERVICE PROVIDER FOR THE SUPPLY, DELIVERY, COMMISSIONING OF A INDUCTIVELY COUPLED PLASMA WITH MASS SPECTROMETER DETECTOR (ICP-MS) HYPHENATED TO HIGH PERFORMANCE LIQUID CHROMATOGRAPH WITH PHOTODIODE ARRAY DETECTOR AND REFRACTIVE INDEX DETECTOR (HPLC-PDA/RID) FOR THE ANALYTICAL SERVICES NORTH LABORATORY IN PRETORIA

Instrumentation	R..... /total price
Two (2) benchtop personal computers and one (1) Compatible Laser printer	R..... /total price
Three-year maintenance plan	R..... /total price
Onsite training of at least three (3) people	R...../total price

TOTAL PRICE INCLUDING ALL COST AND VAT(firm)	R
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Period required for commencement of project after receipt of an official order
Does the offer comply with the specification(s)	Yes / No
If not to specification, indicate deviation(s)
Period required for delivery
	*Delivery: Firm / Not Firm
Did you submit a Valid Certificate B-BBEE/Sworn affidavit
B-BBEE Status Level of Contribution =
	(A maximum of 20 points)

Technical enquiries can be directed to:
 Mr Ephraim Moruke
 Tel: 012 319 6126
 Email: EphraimMor@daff.gov.za

General enquiries
 Mr Ben Coetzer
 Tel. no. 012 319 7816
 Email: MbulaheniMA@daff.gov.za



SBD 4

DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state¹, 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 favouritism, 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, shareholder², 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 / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / PERSAL numbers must be indicated in paragraph 3 below.

¹"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.

²"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.

2.7 Are you or any person connected with the bidder presently employed by the state? **YES / NO**

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:
.....
.....
.....

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? **YES / NO**

(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:

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

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? **YES / NO**

2.8.1 If so, furnish particulars:

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

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? **YES / NO**

2.9.1 If so, furnish particulars.

.....

.....
.....

2.10 Are you, or any person connected with the bidder, **YES/NO**
aware of any relationship (family, friend, other) between
any other bidder and any person employed by the state
who may be involved with the evaluation and or adjudication
of this bid?

2.10.1 If so, furnish particulars.
.....
.....
.....

2.11 Do you or any of the directors / trustees / shareholders / members **YES/NO**
of the company have any interest in any other related companies
whether or not they are bidding for this contract?

2.11.1 If so, furnish particulars:
.....
.....
.....

3 Full details of directors / trustees / members / shareholders.

Full Name	Identity Number	Personal Income Tax Reference Number	State Employee Number / Persal Number

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

.....
Date

.....
Position

.....
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-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

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

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2

- a) The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable; or
- b) Either the 80/20 or 90/10 preference point system will be applicable to this tender (*delete whichever is not applicable for this tender*).

1.3 Points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contributor.

1.4 The maximum points for this bid are allocated as follows:

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTOR	20
Total points for Price and B-BBEE must not exceed	100

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

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2. DEFINITIONS

- (a) “B-BBEE” means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) “B-BBEE status level of contributor” means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) “bid” means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) “Broad-Based Black Economic Empowerment Act” means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) “EME” means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) “functionality” means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) “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;

3. POINTS AWARDED FOR PRICE

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

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

80/20	or	90/10
-------	----	-------

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

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

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

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

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

5. BID DECLARATION

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

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

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

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

7. SUB-CONTRACTING

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

(Tick applicable box)

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

7.1.1 If yes, indicate:

i) What percentage of the contract will be subcontracted.....%

ii) The name of the sub-contractor.....

iii) The B-BBEE status level of the sub-contractor.....

iv) Whether the sub-contractor is an EME or QSE

(Tick applicable box)

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

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

Designated Group: An EME or QSE which is at least 51% owned by:	EME √	QSE √
Black people		
Black people who are youth		
Black people who are women		

Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name _____ of
company/firm:.....

8.2 VAT _____ registration
number:.....

8.3 Company _____ registration
number:.....

8.4 TYPE OF COMPANY/ FIRM

Partnership/Joint Venture / Consortium

One person business/sole propriety

Close corporation

Company

(Pty) Limited

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

8.6 COMPANY CLASSIFICATION

Manufacturer

Supplier

Professional service provider

Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

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

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution.

WITNESSES

1.

2.

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

DATE:

ADDRESS

.....

.....



DECLARATION OF BIDDER'S 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; or
 - 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.)	Yes <input type="checkbox"/>	No <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.	Yes <input type="checkbox"/>	No <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?	Yes <input type="checkbox"/>	No <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?	Yes <input type="checkbox"/>	No <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

A handwritten signature in black ink, appearing to be 'Bm' or similar, located at the bottom center of the page.

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 *pe 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



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 consortium³ 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.

³ 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.

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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



agriculture, forestry & fisheries

Department:
Agriculture, Forestry and Fisheries
REPUBLIC OF SOUTH AFRICA

Bid invitation

BID NUMBER: 4.4.12.2/27/19

SUBJECT: THE APPOINTMENT OF A SERVICE PROVIDER FOR THE SUPPLY, DELIVERY, COMMISSIONING OF A INDUCTIVELY COUPLED PLASMA WITH MASS SPECTROMETER DETECTOR (ICP-MS) HYPHENATED TO HIGH PERFORMANCE LIQUID CHROMATOGRAPH WITH PHOTODIODE ARRAY DETECTOR AND REFRACTIVE INDEX DETECTOR (HPLC-PDA/RID) FOR THE ANALYTICAL SERVICES NORTH LABORATORY IN PRETORIA

1. GENERAL BID CONDITIONS

- 1.1 Bidders who failed to complete the bid terms of reference/specification in all aspects will automatically be disqualified.
- 1.2 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.
- 1.3 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 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
- 1.4 The recommended bidder(s) may be requested to complete and sign all the Standard Bidding Documentation (SBD) above within five (5) working days from date of request. Failure to comply will result in disqualification of the bid.
- 1.5 The official forms as per paragraph 1.3 above and the bid terms of reference/specification must NOT be retyped. **To ensure authenticity of documents, bidders must complete the SBD forms and terms of reference/specification forms by hand, using a pen. Bidders who do not comply with this requirement and retype the bidding documentation will be disqualified.**
- 1.6 No bid may be awarded to any bidder whose tax status has not been declared compliant by SARS. The recommended bidder/s 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. Failure to comply with the aforementioned will result in the bid being disqualified. The Department reserves the right to consider the second bidder who is tax compliant.

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- 1.7 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.
- 1.8 The Department will verify the bidder's registration on the CSD.
- 1.9 The Department will not award any bid to a bidder not registered as a prospective service provider/supplier on the CSD.
- 1.10 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 the successful bidder(s) has been successfully registered on the Central Supplier Database of the National Treasury.
- 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, will 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. **It is mandatory for the bidder to complete the SBD 3 form (pricing schedule) in full. Should the bidder fail to complete the bid price on the SBD 3 form, the bid will be regarded as invalid. No price increases 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.
- 1.16.1 The award of the bid may be subjected to price negotiation with the recommended 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
0083
- 1.18 In order to qualify for B-BBEE points, bidders are required to submit proof as a B-BBEE Status Level contributor. Proof includes original and valid B-BBEE Status Level Verifica-

tion Certificates or certified copies thereof and Sworn Affidavits attested by a Commissioner of Oaths together with the bids or price quotations to substantiate the B-BBEE rating claims.

- 1.18.1 Bidders who do not submit proof of B-BBEE Status Level contributor or who are non-compliant contributors to B-BBEE do not qualify for preference points for B-BBEE.
- 1.18.2 If this bid is subject to B-BBEE prequalification criteria, failure to submit the required proof as a B-BBEE contributor will result in automatic disqualification of the bid.
- 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 **Bidders 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 A trust, consortium or joint venture (including unincorporated consortia and joint ventures) must submit a consolidated B-BBEE Status Level Verification Certificate or Sworn Affidavit.
 - 1.19.4 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; 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	Mr Ephraim Moruke	Tel. 012 319 6126
General SCM enquiries	Ben Coetzer	Tel. 012 319 7816

- 1.23 The successful bidder must supply and deliver goods and services 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. CONFIDENTIALITY

- 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 The unauthorised disclosure of any information regarding the Department or its activities to any other organisation or individual is prohibited. 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.

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

- 8.1.1 The following prequalification criteria will be applicable to this bid:

(i) **B-BBEE Status Level 1 to 8**

- 8.1.2 Bidders that do not meet the pre-qualification criteria stipulated in paragraph 8.1.1 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**

[Handwritten signature]

or B-BBEE Status Level Verification Certificates issued by SANAS accredited verification agencies).

8.2 Phase 2: Compliance with minimum bid requirements

8.2.1 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: Evaluation for price and preference point system

8.3.1 Only bidders who met all the minimum requirements in terms of paragraph 8.2.1 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: Awarding of bid

8.4.1 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.

9. LATE BIDS

9.1 **All completed documentation must be returned to the Department of Agriculture, Forestry and Fisheries before 11:00 am on 7 November 2019. The location of the drop off is: Agriculture Place, Tender Receipt Office, Tender Box, Reception Area, 20 Steve Biko Road, Arcadia.**

9.2 Bids received late shall not be considered. The bidding box shall be locked at exactly **11:00 am**. The closing time will be in accordance with Telkom time (1026).

9.3 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.

10. COMPULSORY SITE VISIT [IF APPLICABLE]

10.1 Bidders not attending a compulsory site visit (if applicable) will automatically be disqualified.

10.2 No late arrivals by bidders for a compulsory site visit will be allowed.

11. COMPULSORY BRIEFING SESSION [IF APPLICABLE]

11.1 Bidders not attending a compulsory briefing session (if applicable) will automatically be disqualified.

11.2 No late arrivals by bidders for a compulsory briefing session will be allowed.

12. 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.

13. REJECTION OR CANCELLATION OF BIDS

13.1 The Department reserves the right to reject or cancel bids.

13.2 Bids may be cancelled for any of the following reasons:

13.2.1 If the bidder has committed a proven corrupt or fraudulent act in competing for a particular contract.

13.2.2 If the bidder or any of its directors have:

- (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.

13.2.3 Due to changed circumstances, there is no longer a need for the goods or services requested.

13.2.4 Funds are no longer available to cover the total envisaged expenditure.

13.2.5 No acceptable bids are received.

13.2.6 Due to material irregularities in the bid process.

RJM



**agriculture,
forestry & fisheries**

Department:
Agriculture, Forestry and Fisheries
REPUBLIC OF SOUTH AFRICA

THE APPOINTMENT OF A SERVICE PROVIDER FOR THE SUPPLY, DELIVERY, COMMISSIONING OF A INDUCTIVELY COUPLED PLASMA WITH MASS SPECTROMETER DETECTOR (ICP-MS) HYPHENATED TO HIGH PERFORMANCE LIQUID CHROMATOGRAPH WITH PHOTODIODE ARRAY DETECTOR AND REFRACTIVE INDEX DETECTOR (HPLC-PDA/RID) FOR THE ANALYTICAL SERVICES NORTH LABORATORY IN PRETORIA

1. INTRODUCTION

- (a) This specification represents the requirements of the Department of Agriculture, Forestry and Fisheries for the appointment of a service provider to supply, deliver and commission one (1) Inductively Coupled Plasma with Mass Spectrometry (ICP-MS) hyphenated to High Performance Liquid Chromatograph with Photodiode Array Detector and Refractive Index Detector (HPLC-PDA/RID).
- (b) The successful service provider (hereafter referred to as “the contractor”), will be responsible for providing the services as stipulated in this requirements.

2. SCOPE

2.1 The scope of work is described fully in paragraph 3 of the service requirements.

		COMPLY		
		YES	NO	REMARKS
3.	SERVICE REQUIREMENTS			
	The successful service provider will be responsible to execute the following:			
	(a) To provide an Inductively Coupled Plasma with Mass Spectrometry (ICP-MS) hyphenated to High Performance Liquid Chromatograph with Photodiode Array Detector and Refractive Index Detector (HPLC-PDA/RID) system, which can be utilised as follows;			
	(i) As an ICP-MS system independently to conduct heavy metals analysis.			
	(ii) As an LC-ICP-MS system independently to conduct speciation analysis.			
	(b) To provide remarks for all responses given, cross-referencing the attached brochure of			

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		COMPLY		
		YES	NO	REMARKS
	the offered ICP-MS hyphenated to HPLC-PDA/RID.			
	(c) To include in the bid quotation all additional work identified/determined during compulsory site inspection as required for successful commissioning and functioning of the ICP-MS hyphenated to HPLC-PDA/RID system.			
3.1	Bid price must include delivery, assembly, commissioning and testing by an accredited person to the mentioned site/address.			
3.2	Bid price must be inclusive of VAT for all items.			
3.3	The Department reserves the right to inspect the material offered prior to the award of the contract at the bidder's premises.			
3.4	The bidder shall state categorically whether or not the apparatus offered is exactly in accordance with each specification. If there is any deviation <u>whatsoever</u> , the bidder must provide a statement with the bid, detailing each and every aspect in which the apparatus offered differs from the particular specification.			
3.5	Official brochures and information pamphlets, as published by the manufacturer regarding all specifications shall be submitted with the bid. Failure to adhere to the above will result in the bidder's bid to be reviewed as incomplete and therefore rejected i.e. automatically disqualified.			
3.6	The bidder shall complete a full compulsory inspection of the site of installation <u>prior to submitting</u> an offer. This is necessary to determine whether the working environment requires any additional equipment or components for installation and operation of the (ICP-MS hyphenated to HPLC-PDA/RID) system.			
3.7	A complete and comprehensive list of all components and accessories required to enable the successful operation of the (ICP-MS hyphenated to HPLC-PDA/RID) system shall be included with the offer.			

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		COMPLY		
		YES	NO	REMARKS
	The cost of these shall be reflected in the price offered by the bidder. A clear indication shall be given of the components and accessories not included in the offer.			
3.8	The bidder shall supply the name(s) of premises where the (ICP-MS hyphenated to HPLC-PDA/RID) system offered can be observed under full working conditions, should it be required to conduct such an observation.			
3.9	The conditions with respect to the warranty of the (ICP-MS hyphenated to HPLC-PDA/RID) system shall be in accordance with the stipulations as laid down in paragraph 18 of the General Conditions of Contract and must only take effect after installation and commissioning.			
3.10	Maintenance and support shall be readily available for a period of at least seven (7) years after the purchase of the (ICP-MS hyphenated to HPLC-PDA/RID) system.			
3.11	The bidder shall include a statement recording the relevant details of personnel assigned to technical maintenance of the system offered.			
3.12	The bidder shall include a statement recording the relevant details of a qualified application specialist assigned to provide technical support for method development and application on the system offered. Subject to item 5.8 below.			
3.13	The successful bidder shall be responsible for the supply of all necessary plugs, connecting cables and gas regulators required for the installation and operation of the (ICP-MS hyphenated to HPLC-PDA/RID) system. The prescribed exhaust fumes from the Mass Spectrometer, nitrogen generator and vacuum pump must be relayed to outside the building. It must be constructed in compliance to the environmental law at the bidders cost.			

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		COMPLY		
		YES	NO	REMARKS
3.14	Delivery of the specified (ICP-MS hyphenated to HPLC-PDA/RID) system as well as all relevant components shall take place within six (6) weeks of the date of official purchase order.			
3.15	Complete documentation on the (ICP-MS hyphenated to HPLC-PDA/RID) system to be installed shall be supplied on or before the date of delivery. Such documentation shall include technical information as well as guidance on trouble-shooting.			
3.16	Documentation shall be supplied in the form of detailed manuals, clearly cross-referenced, indexed and accurately descriptive of the module/s installed, as well as the functioning of the complete system.			
3.17	The (ICP-MS hyphenated to HPLC-PDA/RID) System shall be fully operational, with all performance specifications met, within three (3) days of the date of delivery.			
3.18	A comprehensive and detailed demonstration regarding the operation and daily use of the (ICP-MS hyphenated to HPLC-PDA/RID) System shall be given.			
3.19	Bid price must include the cost for all necessary training (which includes hardware and software applications, routine maintenance recommended to be conducted by the analyst/operator) for at least five (5) people on site where (ICP-MS hyphenated to HPLC-PDA/RID) System is installed. The training shall be in three spaced - out stages, stage 1 – covering basic operation, theory and maintenance, stage 2 – covering intermediate operation, relevant applications and maintenance, and stage 3 – covering an advanced applications, troubleshooting and maintenance. Training shall be spaced out at least four months apart with trainees declared competent at the end of each training stage or as required by the trainees.			
3.20	The software and licence needed to operate the (ICP-MS hyphenated to HPLC-PDA/RID) System shall be stipulated, and included in the bid price. All necessary li-			

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		COMPLY		
		YES	NO	REMARKS
	cences shall be transferred to the Department of Agriculture, Forestry and Fisheries (DAFF).			
3.21	The software and licence needed for data manipulation shall be stipulated, and included in the bid price. This software must be installed in the computer used to operate the instrument. All necessary licences shall be transferred to the Department of Agriculture, Forestry and Fisheries (DAFF).			
3.22	The computer requirements as mentioned in 3.21 above shall be stipulated, and included in the bid price.			
3.23	The bidder shall undertake to update the software of the (ICP-MS hyphenated to HPLC-PDA/RID) System with any new versions released within twenty four (24) months following installation, without any additional cost to the client.			
3.24	The bidder shall be certified under the ISO 9001 series.			
3.25	The system shall be supplied with a complete set of instruction and service manuals as required for successful operation and maintenance.			
3.26	HIGH PERFORMANCE LIQUID CHROMATOGRAPH (HPLC)			
3.26.1	The HPLC coupled to the ICP-MS must consist of an inert and metal-free flow path compatible for elemental speciation tests conducted through the LC-ICP-MS system (for example, parts of the HPLC components should not introduce any metal contaminants to the ICP-MS).			
3.27	The HPLC coupled to the ICP-MS shall have a solvent delivery system capable of:			
3.27.1	Flow rate range from minimum of $\leq 0,01$ to maximum of ≥ 10 ml/minute.			
3.27.2	Flow rate increments ranging from $\leq 0,01$ ml/minute to maximum of ≥ 10 ml/minute.			

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		COMPLY		
		YES	NO	REMARKS
3.27.3	Incorporate leak sensors and safe leak handling.			
3.27.4	Shall have flow precision of $\leq 0,2\%$ RSD.			
3.27.5	Shall be capable to maintain flow accuracy of $\leq 2\%$ of a set flow rate.			
3.27.6	Shall be capable handle pressure range from 0 to ≥ 340 bar for all settable flow rate ranges.			
3.27.7	Shall be capable to handle compositional range of 0 to 100% of mobile phase A to mobile phase B with automatic pressure compensation.			
3.27.8	Shall have compositional precision $< 0,3\%$ of the variation.			
3.27.9	Shall have a metal-free flow path.			
3.28	The HPLC coupled to the ICP-MS shall have a cooled inert autosampler capable of:			
3.28.1	Handling injection valve pressures of ≥ 340 bar.			
3.28.2	Shall consist of tubing material suitable for speciation analysis like the (polytetrafluoroethylene) PTFE and PEEK fittings or other.			
3.28.3	Shall have variable injection modes capable to handle sample volumes from minimum of $\leq 0,1 \mu\text{L}$ to a maximum of $\geq 100 \mu\text{L}$.			
3.28.4	Shall have a programmable injection volume capable to dispense variable volumes from minimum of $\leq 0,1 \mu\text{L}$.			
3.28.5	Shall have capabilities to sustain injection precision of $< 0,1\%$ RSD at volumes of $\geq 5 \mu\text{L}$.			
3.28.6	Shall be capable to achieve sample carrier of $< 0,05\%$ with standard wash and $< 0,01\%$ with extra wash.			

		COMPLY		
		YES	NO	REMARKS
3.29	The HPLC coupled to the ICP-MS shall have a column oven capable of:			
3.29.1	Settable temperature range up to a maximum of ≥ 40 Celsius.			
3.29.2	Maintaining temperature accuracy of $\leq 0,1$ °C.			
3.29.3	Maintaining temperature stability of $\leq 0,1$ °C.			
3.29.4	Maintaining temperature reproducibility of $\leq 0,1$ °C.			
3.29.5	Achieving temperature gradient of $\leq 0,2$ °C.			
3.29.6	Programmable temperature ramp of 0,1 to 5,0 °C/minute.			
3.29.7	Time programmable temperature change allowing at least eight programmable steps with 1 minute increment.			
3.30	The HPLC shall also be connected to the Photodiode Array Detector (PDA) capable of:			
3.30.1	Covering the wavelength range of ≤ 190 nm to ≥ 790 nm.			
3.30.2	Achieving wavelength accuracy of $\leq 0,5$ nm.			
3.30.3	Achieving optical resolution of ≤ 4 nm.			
3.30.4	Achieving digital resolution of $\leq 0,6$ nm.			
3.30.5	Achieving linearity range of $\leq 3\%$ at 2 absorbance unit (AU).			
3.30.6	Achieving baseline noise of $\leq 8\mu$ AU.			
3.30.7	Achieving drift of $\leq 0,5$ mAU/hour.			
3.31	The HPLC shall also be connected to the Refractive Index Detector (RID) capable of:			
3.31.1	Achieving refractive index range of 1 to $\geq 1,75$ Refractive Index Unit (RIU).			

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		COMPLY		
		YES	NO	REMARKS
3.31.2	Achieving maximum operating flow rate of ≥ 20 ml/minute (including an upgrade to achieve flow rate of ≥ 150 ml/minute).			
3.31.3	Achieving noise levels of $\leq 2,5 \times 10^{-9}$ RIU maximum.			
3.31.4	Achieving temperature control of cell unit at $\leq 30^{\circ}\text{C}$ to $\geq 60^{\circ}\text{C}$.			
3.31.5	Achieving drift of $\leq 1 \times 10^{-7}$ RIU/hour maximum.			
3.31.6	Achieving cell volume of $\geq 9 \mu\text{L}$.			
3.31.7	The cell withstands pressure of ≥ 2 Mpa (cell unit).			
3.31.8	Achieving response time of $\leq 0,05$ to 10 seconds (10 steps).			
3.31.9	Achieving operating temperature range of $\leq 4^{\circ}\text{C}$ to $\geq 35^{\circ}\text{C}$.			
3.31.10	Achieving polarity switching within the supported dimensions.			
3.32	ICP-MS SAMPLE INTRODUCTION SYSTEM			
3.32.1	An auto sampler for the ICP-MS with capacity to hold at least sixty (60) – 90 samples on a rack and ten (10) standards shall be included.			
3.32.2	The autosampler will have capacity for at least 4 racks.			
3.32.3	The auto sampler to accommodate at least 5 bottle positions to be used for rinse and tune solutions.			
3.32.4	The auto sampler will incorporate a peristaltic pump and rinse station to continually wash the inside and outside of the probe.			
3.32.5	The sample probe must be metal-free and should return to an integral rinse port, where it is continuously rinsed by fresh wash solution between samples.			

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		COMPLY		
		YES	NO	REMARKS
3.32.6	Sample uptake times, pump speeds, and read delays must be controllable independently for each sample through the ICP-MS system controller.			
3.32.7	The system shall have a double pass glass cyclonic spray chamber.			
3.32.8	Ten (10) spare replacement spray chamber shall be supplied with the system.			
3.32.9	The nebulizer shall a high performance concentric nebulizer.			
3.32.10	Ten (10) spare replacement concentric nebulizer shall be supplied with the system.			
3.32.11	The spray chamber temperature must at least be -5°C to +15°C controlled and monitored via the software.			
3.32.12	The peristaltic pump shall have at least three channels for introducing solutions and mixtures into the torch.			
3.32.13	The peristaltic pump shall be controlled by the software and shall be capable of variable speeds.			
3.32.14	Ten (10) sets of replacement tubing for the peristaltic pump shall be supplied with the system.			
3.33	ICP-MS PLASMA			
3.33.1	The RF generator shall have a frequency at ~ 27 MHz.			
3.33.2	The power output of the RF generator shall be between 700 and 1500 W, controlled in 10 W increments.			
3.33.4	The RF generator shall have a power output stability of better than 0.1%.			
3.33.5	The RF generator shall have a coupling efficiency of more than 75%.			
3.33.6	The RF generator must be a solid-state design.			

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		COMPLY		
		YES	NO	REMARKS
3.33.7	The generator should utilize frequency matching to adjust rapidly to a changing sample load.			
3.33.8	The RF coil shall be water-cooled for lower operating temperature and longer lifetime.			
3.33.9	The ICP-MS shall have a vertical torch.			
3.33.10	The ICP-MS shall be capable of sequential axial and radial measurements as well as to perform axial or radial measurements alone.			
3.33.11	The torch shall be completely self-aligning when installed.			
3.33.12	The torch shall not be resistant to HF.			
3.33.13	The system shall be able to analyse both high and low levels of samples with variable and unknown composition.			
3.33.14	Ten (10) spare replacement torches shall be supplied with the system.			
3.33.15	An argon humidifier accessory shall be supplied with the system.			
3.33.16	All plasma related gas flows shall be controlled via mass flow controllers under software control.			
3.33.17	The plasma argon gas shall be controlled at flows ranging from 8 to 20 L/minute in 0.1 L/minute increments.			
3.33.18	The auxiliary gas shall be controlled at flows ranging from 0 to 2 L/minute in 0.01 L/minute increments.			
3.33.19	The nebulizer gas shall be controlled at flows ranging from 0 to 1.5 L/minute in 0.01 L/minute increments.			
3.33.20	The make-up gas shall be controlled at flows ranging from 0 to 2 L/minute in 0.01 L/minute increments.			

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		COMPLY		
		YES	NO	REMARKS
3.33.21	An argon supply installation consisting of a four (4) cylinder automatic changeover manifold shall be supplied and installed.			
3.33.22	A water chiller with cooling water circulator for use with the ICP-MS shall be supplied.			
3.33.23	Plasma ignition and shut down shall be fully automated and under software control.			
3.33.24	The ICP-MS shall continuously monitor the integrity of the plasma compartment as well as gas pressures, gas flows, water flows, exhaust flows and plasma stability and shall shut the plasma down in case of any system failure.			
3.33.25	The ICP-MS shall incorporate a mechanism to screen cooler regions of the plasma from the optics in order to prevent interferences with measurements in axial mode.			
3.33.26	A suitable corrosion resistant exhaust system shall be supplied and installed.			
3.33.27	An air-cooled re-circulating chiller will be provided to cool the interface and vacuum components suitable for operation at least between -10°C to 40°C temperatures.			
3.34	ICP-MS (MASS SPECTROMETRIC DETECTOR)			
3.34.1	The system shall have a quadrupole mass analyser.			
3.34.2	The quadrupole mass analyser will cover at least the mass range of ≤ 2 to ≥ 230 atomic mass unit (amu).			
3.34.3	The mass analyser shall have mass resolution from $\geq 0.3u$ to $\leq 1.0u$.			
3.34.4	The dynamic range must be from ≤ 0.1 cps upto $\geq 10^{10}$ cps (≥ 10 orders).			
3.34.5	The minimum integration time must be ≥ 100 micro-seconds (μs).			
3.34.6	The dwell time must be ≥ 0.1 milli-seconds (ms)			

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		COMPLY		
		YES	NO	REMARKS
3.35	SOFTWARE AND COMPUTER			
3.35.1	The operating system will be Windows 10 Professional.			
3.35.2	The computer shall have a processor with capacity of 64 bit or better.			
3.35.3	The computer shall have a hard drive of at least 1 TB.			
3.35.4	The computer shall have at least a 24-inches flat screen monitor.			
3.35.5	The computer shall have at least 16 GB of RAM or better.			
3.35.6	The computer shall have 4 USB 2.0 ports.			
3.35.7	The computer shall have an additional Local Area Network (LAN) card.			
3.35.8	The computer shall have a Compact Disc Read-Only-Memory (CD ROM) as well as internal CD writer.			
3.35.9	A compatible laser printer shall be included.			
3.35.10	The offered software system should be installed in at least two (2) computers to allow data processing in multiple computers.			
3.35.11	The two (2) computers must be supplied with the system.			
3.35.12	All software for complete unattended instrument control of the ICP-MS shall be included in the offer.			
3.35.13	The software system shall be capable of operating the ICP-MS instrument and perform data processing. Preferably both functions should carry out by a single software system.			
3.35.14	The software shall provide digital control over all ICP-MS parameters including the plasma, peristaltic pump, spray chamber and pump speed, as well as dynamic ramping of lens and skimmer voltages.			

BM

		COMPLY		
		YES	NO	REMARKS
3.35.15	The suitable software system for the operation of the chromatographic system to control the HPLC-PDA/RID shall be included.			
3.35.16	The suitable software system to operate the LC-ICP-MS for speciation analyses shall be included.			
3.35.17	The data system shall be capable of displaying, acquiring, storing and manipulating mass spectral information.			
3.35.18	The software shall provide functions for system diagnostics, integrated Good Laboratory Practice (GLP) tools and (Early Maintenance Feed-back) EMF.			
3.35.19	The ICP-MS data system shall provide for full control and monitoring of the vacuum system.			
3.35.20	The data analysis software shall incorporate a peak purity algorithm that operates on each mass spectrum and enables impurities as low as 0.1 % to be determined automatically.			
3.35.21	The system shall have a fully automated system startup and shutdown via the instrument control window and includes automated system checks.			
3.35.22	The system shall have an Auto tuning function to enable the instrument to be used with consistent and reproducible day-to-day performance, independent of the operator.			
3.35.23	The system shall have pre-defined methods which contain pre-set plasma settings and conditions.			
3.35.24	The system shall allow the pausing of sample sequences to run priority samples by another method, then restart without disrupting the automated sequence.			
3.35.25	The system shall be able to export information to other programs through industry standard protocols and file formats (for example, Clipboard, CSV, DIF, ASCII, WMF, AIA, DDE and ODBC).			

DM

		COMPLY		
		YES	NO	REMARKS
3.35.26	The system shall include rinse programs to accommodate for different rinse requirements such as an extended rinse/washout at the end of an automated analysis prior to shutting down the spectrometer or commencing a new batch of samples.			
3.35.27	Licence of the software must be included.			
3.35.28	The system shall have multi-level user login control.			
3.35.29	The system must allow for minimum optimization during method transfer.			
3.35.30	An ICP-MS wavelength calibration solution (2 bottles) shall be supplied.			
3.35.31	Start-up kits shall be provided for the ICP-MS and the autosampler.			
3.35.32	The entire system shall be a bench top model.			
3.36	ADDITIONAL ACCESSORIES FOR THE ICP-MS HYPHENATED TO HPLC- PDA/RID SYSTEM			
3.36.1	The LC-ICP-MS speciation kits			
3.36.1.1	The Arsenic speciation kit (including 2 x HPLC column)			
3.36.1.2	The Chromium speciation kit (including 2 x HPLC column)			
3.36.1.3	The Mercury speciation kit (including 2 x HPLC column)			
3.36.2	The organic solvent introduction kit			
3.36.3	The additional required gas line for the organic analysis.			
3.36.4	The extended vacuum pump hose length of 3m.			
3.36.5	The additional gas line for oxygen to accommodate the Argon-Oxygen mixed gas set up.			
3.36.6	Installation of the Argon gas line to supply the ICP-MS.			
4.	DELIVERY			
4.1	Items as specified in this document must be supplied and delivered to the below-mentioned address: Analytical Services North			

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		COMPLY		
		YES	NO	REMARKS
	20 Steve Biko Street Arcadia Pretoria Gauteng			
4.2	Bid price must include delivery cost/ commissioning/transportation of the required equipment to the above mentioned address.			
4.3	The supplied items delivered must be new and no damaged items will be accepted. Faulty items must be replaced at the bidder's cost.			
4.4	The successful bidder must be able to supply, deliver and commission the required equipment as specified in the technical requirements of this bid, on site within 60 calendar days after receipt of an official order.			
5.	DIRECTIVES			
5.1	Bidders must be able to supply and deliver the required equipment as specified on the technical requirements of this bid.			
5.2	The equipment supplied by the successful bidder that does not conform to the technical specifications will result in the equipment being rejected and the contractor being held liable for the cost of rejection.			
5.3	Payment will only be processed after the last component has been delivered, commissioned with all the performance specifications verified and stage 1 of training of personnel conducted.			
5.4	Due to the technical nature of this document, all correspondence must be in English.			
5.5	Declaration letter from the manufacturer affirming that the products offered do comply with the specifications stated in the bid document, must be attached. However, if the bidder is not a manufacturer and obtains the product from a manufacturer or a third party, the manufacturer must declare in form of a declaration letter that the prod-			

		COMPLY		
		YES	NO	REMARKS
	<p>ucts offered do comply with the specifications stated in the bid document.</p> <p>Failure to adhere to the above will result in the bidder's bid to be reviewed as incomplete and therefore rejected i.e. automatically disqualified.</p>			
5.6	The equipment must be supplied with a full warrantee for a minimum of 12 months from the date of supply.			
5.7	A three year maintenance service, onsite shall be included in the pricing which should cover all related charges like parts, labour etc. The maintenance service shall become active when the 12 months warranty lapses.			
5.8	Training sessions as set out in point 3.19 on the operation and maintenance of the (ICP-MS hyphenated to HPLC-PDA/RID) shall be included in the pricing and a certificate of attendance shall be issued to each attendee on completion of the course.			

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CHECKLIST

Bidders must ensure that the following documents are completed, signed and submitted as failure will result in the bid being disqualified.
Terms of reference
SBD 1 form;
SBD 3.1 form;
SBD 4 form;
SBD 6.1 form;
SBD 8 form;
SBD 9 form;
The manufacturer must submit a declaration letter indicating that the products offered do comply with the specifications stated in the bid document. However, if the bidder is not a manufacturer and obtains the product from a manufacturer or a third party, the manufacturer must declare in form of a declaration letter that the products offered do comply with the specifications stated in the bid document.
Official brochures and information pamphlets, as published by the manufacturer regarding all specifications must be submitted with the bid.
Proof of B-BBEE Status Level of Contributor.
Company registration certificate (CIPC certificate)
ID copies of directors

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: _____

NAME OF COMPANY: _____

DATE: _____



THE NATIONAL TREASURY

Republic of South Africa



**GOVERNMENT PROCUREMENT:
GENERAL CONDITIONS OF CONTRACT**

July 2010

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

4. Standards

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

5. Use of contract documents and information; inspection.

5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.

5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.

5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.

7. Performance security

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

8. Inspections, tests and analyses

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

analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

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

9. Packing

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

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

10. Delivery and documents

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

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
- (c) furnishing of a detailed operations and maintenance manual 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 (NIP) Programme** 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)



**Department of Agriculture,
Forestry and Fisheries
REPUBLIC OF SOUTH AFRICA
SUPPLIER MAINTENANCE:**

The Director-General : Department of Agriculture , Forestry and Fisheries

I/We hereby request and authorise you to pay any amounts, which may accrue to me/us to the credit of my/our account with the mentioned bank.

I/we understand that the credit transfers hereby authorised will be processed by computer through a system known as "ACB - Electronic Fund Transfer Service", and I/we understand that not additional advice of payment will be provided by my/our bank, but that the details of each payment will be printed on my/our bank statement or any accompanying voucher. (This does not apply where it is not customary for banks to furnish bank statements).

I/we understand that the Department will supply a payment advice in the normal way, and that it will indicate the date on which the funds will be made available on my/our account.

This authority may be cancelled by me/us by giving thirty days notice by prepaid registered post. Please ensure information is validated as per required bank screens .

I/We understand that bank details provided should be exactly as per the records held by the bank.

I/We understand that the Department will not assume responsibility for any delayed payments, as a result of incorrect information supplied.

New Detail		
<input type="checkbox"/> New information	<input type="checkbox"/> Update information	
Supplier Type:	<input type="checkbox"/> Individual <input type="checkbox"/> Company <input type="checkbox"/> CC	<input type="checkbox"/> Department <input type="checkbox"/> Trust <input type="checkbox"/> Other (Specify)
Department Number	<input type="checkbox"/> Partnership	<input type="checkbox"/> Partnership

Company/Personal Details (COMPULSORY)	
Registered Name	
Trading Name	
Tax Number	
VAT Number	
Title:	
Initials:	
First Name:	
Surname:	

OFFICE USE - DEPARTMENT OF AGRICULTURE		
Compulsory for Regional/Head Office	Office Use Only (LOGIS)	Office Use Only (BAS)
Sender name: _____	LOGIS supplier no: _____	Captured By: _____
Regional/Head Office: _____	Document no: _____	Date Captured: _____
Tel no.: _____		Authorised By: _____
		Date Authorised: _____

Address Details (COMPULSORY)

Payment Address

(Compulsory)

Postal Code

Postal Address

(Compulsory)

Postal Code

**Business/street
Address**

(Compulsory)

Postal Code

Contact Details (COMPULSORY)

Business

Area Code

Telephone Number

Extension

Home

Area Code

Telephone Number

Extension

Fax

Area Code

Fax Number

Cell

Cell Code

Cell Number

**Email Address of
accounts office**

Contact Person:

