

BID ADVERTISEMENT FORM

Bid description	Appointment of an implementing agent		
Bid number	NC/DALC/2001		
Name of institution	Department of Agriculture, Environmental Affairs, Rural Development and Land Reform		
The place where goods, works, or services are required	Provincial		
Closing date and time	Date	[29 October 2021]	Time
			11:00 AM
Contact details	Postal address	Department of Agriculture Private Bag X5018 Kimberley 8300 Attention: Ms A Montse	
	Physical address	Department of Agriculture 162 George Street Kimberley 8300 Attention: Ms A Montse	
	Tel. no.	053 807 7340	
	Fax no.	n/a	
	E-mail address	amontse@ncpg.gov.za	
	Contact person	P Kegakilwe 083 554 5583	
Where bids can be collected	Bid documents will be available on the E Tender website.		
Where bids should be delivered	162 George Street, Kimberley 8300		
Category (refer to annexure A)	N/A		
Sector	Other		
Region	Provincial		
Compulsory briefing session/site visit	Date	n/a	
	Time	n/a	
	Venue	n/a	

PUBLICATION OF AWARD FORM



agriculture, environmental affairs,
rural development and land reform

Department:
agriculture, environmental affairs,
rural development and land reform .
NORTHERN CAPE PROVINCE
REPUBLIC OF SOUTH AFRICA

PART A INVITATION TO BID

NCP 1 (7/12/11)

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (DEPARTMENT OF AGRICULTURE LAND REFORM REFORM AND RURAL DEVELOPMENT)

BID NUMBER:	NC/DALC/2001	CLOSING DATE:	[29 October 2021	CLOSING TIME:	11:00 AM
DESCRIPTION	Appointment of an implementing agent				
PROJECT NAME	Project Implementation			FUNDS	Casp

THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT.

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (162 GEORGE STREET KIMBERLEY,8301)

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					
		TCS PIN:		OR	CSD No:
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]		<input type="checkbox"/> Yes		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	
		<input type="checkbox"/> No		<input type="checkbox"/> Yes	
				<input type="checkbox"/> No	
IF YES, WHO WAS THE CERTIFICATE ISSUED BY?					
AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) AND NAME THE APPLICABLE IN THE TICK BOX		<input type="checkbox"/>	AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)		
		<input type="checkbox"/>	A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS)		
		<input type="checkbox"/>	A REGISTERED AUDITOR		
		NAME:			

[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	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No
	[IF YES ENCLOSE PROOF]		[IF YES ANSWER PART B:3 BELOW]
SIGNATURE OF BIDDER	DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)			
TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE (ALL INCLUSIVE)	

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT/ PUBLIC ENTITY		CONTACT PERSON	P Kegakilwe
CONTACT PERSON		TELEPHONE NUMBER	083 554 5583
TELEPHONE NUMBER		FACSIMILE NUMBER	
FACSIMILE NUMBER		E-MAIL ADDRESS	
E-MAIL ADDRESS			

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 ONLINE	
1.3. BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES). B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.	
1.4. WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MAY NOT BE SUBMITTED WITH THE BID DOCUMENTATION. B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.	
1.5. 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 LEGISLATION OR SPECIAL CONDITIONS OF CONTRACT.	
2. TAX COMPLIANCE REQUIREMENTS	
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.	
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.	
2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.	
2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.	
2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER.	
2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.	
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS	
3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA?	<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 OBTAIN A TAX COMPLIANCE STATUS / TAX COMPLIANCE SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.	

REMINDER: PLEASE TAKE NOTE

IT CAME TO THE ATTENTION OF THE DEPARTMENT THAT PREVENTABLE MISTAKES OCCUR IN THE COMPLETION OF YOUR BID DOCUMENTS. THIS LEADS TO YOUR BIDS BEING INVALIDATED AND/OR DISQUALIFIED AND LOSING BBB-EE POINTS.

THE MOST COMMON MISTAKES ARE THE FOLLOWING:

1. COPY OF ID & COMPANY REGISTRATION (CERTIFIED)
2. NON INCLUSION OF ORIGINAL TAX CLEARANCE/SARS PIN
3. THE USE OF CORRECTIONAL FLUID/TAPE
4. THE INCLUSION OF AN UNCERTIFIED COPY OF A SANAS ACREDITATE BBB-EE CERTIFICATE/ A COPY OF A SWORN BBB-EE AFFIDAVIT
5. THE OMISSION OF A FINAL BID PRICE
6. THE OMISSION OF THE DELIVERY PERIOD
7. PLEASE DOUBLE CHECK YOUR CALCULATIONS AS MISCALCULATIONS LEADS TO UNNECESSARY DELAYS AND MAY ALSO LEAD TO INVALIDATION
8. FAILURE TO SIGN ANY FORM WHERE YOUR SIGNATURE IS REQUIRED, WILL LEAD TO DISQUALIFICATION
9. FAILING TO INCLUDE CSD REGISTRATION OR UNIQUE SUPPLIER NUMBER

THE PRICE QUOTATION BOX IS SITUATED AT TEMOTHUO HOUSE, 162 GEORGE STREET, KIMBERLEY AT THE MAIN ENTRANCE TO THE DEPARTMENT (NOT THE STREET ENTRANCE). PLEASE ENSURE THAT YOUR BIDS ARE DEPOSITED IN THIS BOX BEFORE THE OFFICIAL CLOSING TIME AND DATE OF THE BID.

PRICING SCHEDULE – FIRM PRICES (PURCHASES)

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

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

Name of bidder:	Bid number: <u>NC/DALC/2001</u>
Closing Time: <u>11:00 AM</u>	Closing date: <u>[29 October 2021</u>

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

ITEM NO	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY ** (ALL APPLICABLE TAXES INCLUDED)
	1	Appointment of an implementing agent	R

Required by: *Department of Agriculture, Environmental Affairs, Rural Development and Land Reform*

- At: Kimberley Head Office

- **Brand and model**

- **Country of origin**

- **Does the offer comply with the specification(s)?** *yes/no

- **If not to specification, indicate deviation(s)**

- **Period required for delivery** 24 months YES/NO

- **If No specify alternative delivery period**

- **Delivery basis**

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

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

***Delete if not applicable**

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 YES / NO

presently employed by the state?

2.7.1 If so, furnish the following particulars:

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

Any other particulars:
.....
.....
.....

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

NCP6.1

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:

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

1.2 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

1.3 Points for this bid shall be awarded for:

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

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

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

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

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

2. DEFINITIONS

- a) **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- b) **"B-BBEE status level of contributor"** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- c) **"bid"** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- d) **"Broad-Based Black Economic Empowerment Act"** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

- e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- f) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- g) **“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 6.1 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:

1. What percentage of the contract will be subcontracted..... %
2. The name of the sub-contractor.....
3. The B-BBEE status level of the sub-contractor.....
4. Whether the sub-contractor is an EME or QSE

(Tick applicable box)

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

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 MUNICIPAL INFORMATION

Municipality where business is situated:
Registered Account Number:
Stand Number:

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

8.9 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:

- (a) The information furnished is true and correct;
- (b) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- (c) 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;
- (d) 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 –
 - disqualify the person from the bidding process;
 - recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - 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;
 - 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
 - forward the matter for criminal prosecution.

WITNESSES

.....
.....

.....
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 of Restricted Suppliers 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 Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied). The Database of Restricted Suppliers now resides on the National Treasury's website (www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.	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)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Standard Bidding Document (NCP) 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 NCP 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 (NCP 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:

Appointment of an implementing agent
NC/DALC/2001

in response to the invitation for the bid made by: **Department of Agriculture, Environmental Affairs, Rural Development and Land Reform**

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.

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

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.

GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT

July 2010

NOTES

The purpose of this document is to:

Draw special attention to certain general conditions applicable to government bids, contracts and orders; and
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 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:

- the name and address of the supplier and / or person restricted by the purchaser;
- the date of commencement of the restriction
- the period of restriction; and
- 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.

1. 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 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.

SPECIAL CONDITIONS

PROJECT DESCRIPTION: Appointment of an implementing agent

BID NUMBER: NC/DALC/2001

PROJECT LEADER: P Kegakilwe

TELEPHONE NUMBER: 083 554 5583

1 LEGISLATION AND REGULATORY FRAMEWORK

1.1 This bid and all contracts emanating there from will be subject to the general conditions of contract issued in accordance with Treasury Regulation 16A published in terms of Public Finance Management Act (PFMA), 1999 (Act 1 of 1999). The special conditions of contract are supplementary to that of the general conditions of contract. Where, however, the special conditions of contract are in conflict with General Conditions of Contract (GCC), the special conditions of contract prevail.

2 EVALUATION CRITERIA

2.1 In terms of regulation 6 of the Preferential Procurement Regulations 2011 pertaining to the Preferential Procurement Policy Framework Policy Act, 2000 (Act 5 of 2000), responsive bids will be adjudicated by the department on the 80/20 preference point system in terms of which points are awarded to bidders on the basis of:

- **The bid price (maximum of 80 points)**
- **B-BBEE status level of contributor (maximum 20 points)**

2.2 A maximum of 20 points may be allocated to a bidder for attaining its B-BBEE status level of contributor in accordance with the table below:

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

2.3 Bidders are required to complete the preference claim form (NCP 6.1), and submit their original and valid B-BBEE status level verification certificate/sworn affidavit or a certified copy thereof in order to claim the B-BBEE status level points.

- 2.4 The points scored by a bidder in respect of the level of B-BBEE contribution will be added to the points scored for price.
- 2.5 Only bidders who have completed and signed the declaration part of the preference claim form and who have submitted a B-BBEE status level certificate issued by a registered auditor, accounting officer (as contemplated in section 60 (4) of the Close Corporation Act, 1984 (Act no 69 of 1984) or an accredited verification agency will be considered for preference points.
- 2.6 The total points scored will be rounded off to the nearest 2 decimals.
- 2.8 In the event that two or more bids have scored equal total points, the contract will be awarded to the bidder scoring the highest number of points for B-BBEE status. Should two or more bids be equal in all respects, the award shall be decided by drawing of lots.
- 2.9 However, when functionality is part of the evaluation process and two or more bidders have scored equal points including equal preference points for B-BBEE, the contract will be awarded to the bidder scoring the highest for functionality.
- 2.10 A contract may, on reasonable and justifiable grounds, be awarded to a bidder that did not score the highest number in points.
- 2.11 A bidder must not be awarded points claimed for B-BBEE status level of contribution if it is indicated in the bid documents that such a bidder intends sub-contracting more than **25%** of the contract value to any other enterprise that does not qualify for at least the same number of points that the bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.
- 2.12 The Department may, before the bid is adjudicated or at any time require a bidder to substantiate claims it has made with regard to preference.

3 TAX CLEARANCE CERTIFICATE

- 3.1 An original and valid tax clearance certificate issued by the South African Revenue Services (SARS) certifying that the taxes of the bidder are in order must be submitted at the closing date and time, where consortium/joint venture/sub-contractor are involved each party to the association must submit a separate valid original tax clearance certificate.
- 3.2 Failure to submit the original and valid tax clearance certificate will result in the invalidation of the bid.
- 3.3 Copies and/or certified copies of the tax clearance certificate will not be acceptable.
- 3.4 CSD REGISTRATION - Bidders must attach their proof of registration on the National Central Supplier database at the time of applicant or submission of a bid.

4 VALUE ADDED TAX

- 4.1 All bid prices must be inclusive of 15% value-added tax for all VAT vendors.
- 4.2 Failure to comply with this condition will invalidate the bid.

5 SUBMISSION OF BIDS

- 5.1 Bidders must submit the bid in hard copy format (paper document) to the department on or before **[25 October 2021]** at **11:00 AM**. The hard copy of the bid response will serve as the legal bid document and must be signed in ink. The bid must be delivered to:

DEPARTMENT OF AGRICULTURE, ENVIRONMENTAL AFFAIRS, RURAL DEVELOPMENT AND LAND REFORM
Temothuo House
162 George street
Kimberley
8300

- 5.2 Each bid should be submitted in a separate, sealed envelope or suitable cover on which the name and address of the bidder, the bid number and the closing date must be clearly endorsed.

6 LATE BIDS

- 6.1 Bids received after the closing date and time, at the address indicated in the bid documents, will not be accepted for consideration and where applicable, be returned unopened to the bidder.

7 CONTRACT PERIOD

- 7.1 The delivery period of this bid is **24 months** after receipt of an order.

8 COUNTER CONDITIONS

- 8.1 Bidders' attention is drawn to the fact that amendments to any of the bid conditions or setting of counter conditions by bidders may result in the invalidation of such bids.

9 FRONTING

- 9.1 The department supports the spirit of Broad Based Black Economic Empowerment (BBBEE) and recognizes that real empowerment can only be achieved through individuals and businesses conducting themselves in accordance with the constitution and in an honest, fair, equitable, transparent and legally compliant manner against this background the department condemns any form of fronting.
- 9.2 The Department, in ensuring that bidders conduct themselves in an honest manner will, as part of the bid evaluation processes, conduct or initiate the necessary enquiries/investigations to determine the accuracy of the representation made in bid documents. Should any of the fronting indicators as contained in the guidelines on complex structures and transactions and fronting, issued by the department of trade and industry, be established during such enquiry/investigation, the onus will be on the bidder / contractor to prove that fronting does not exist. Failure to do so within a period of **14** days from date of notification may invalidate the bid / contract and may also result in the restriction of the bidder/contractor to conduct business with the public sector for a period not exceeding ten (**10**) years, in addition to any other remedies the Department may have against the bidder/contractor concerned.

10 SUPPLIER DUE DILIGENCE

- 10.1 The Department reserves the right to conduct supplier due diligence prior to final award of the contract or at any time during the contract period. This may include site visits.

11 COMMUNICATION

- 11.1 Supply Chain Management (SCM) may communicate with bidders where clarity is sought after the closing date of the bid and prior to the award of the contract, or to extend the validity period of the bid, if necessary.
- 11.2 Any communication to any government official or a person acting in an advisory capacity for the state in respect of this bid between the closing date and the award of the bid by the bidder is discouraged.
- 11.3 All communication between the bidder and the Supply Chain Management (SCM) must be done in writing (on company's letterhead).

12 OTHER CONDITIONS

- 12.1 If one member of the company is employed by the state, it is a bidder's responsibility to provide the department with an approval documents from their employer's executing authority.
- 12.2 Recent (not older than 3 months) proof of company's address or confirmation from the municipality should be attached. Failure to submit proof of company's address may invalidate your bid.
- 12.3 Bidders must submit copies of identity documents of all directors or shareholders of the company with bid documents at the closing date and time of the bid and failure to do so the bid may not be considered.
- 12.4 The departmental project official/leader must be contacted 1 week prior to delivery.
- 12.5 The use of correction fluid or correction tape and scratching without initialling on bid documents will invalidate your bid.
- 12.6 All items listed on the departmental bill of quantities should be priced or billed for and the total bid price should be transferred to page 2. Inconsistency between the totals will invalidate your bid.
- 12.7 Amending the bill of quantities will invalidate the bid. Clarity can be sought from the project leader for any information regarding the bid to gain a clear understanding of the project before completion and submission of the bid.
- 12.8 The Department reserves the right not to award the tender or accept the lowest tender or any bid.
- 12.9 The Department has a right to award the bid to more than one bidder if the need arises.
- 12.10 The Northern Cape Provincial Supply Chain Management Procurement Policy Framework, approved in December 2018, States that the Provincial Departments must at least spend 60% of their procurement budget on Designated Groups within the province. The Department Reserves the right to award contracts based on the above mentioned framework policy
- 12.11 Latest proof of company registration from Companies Intellectual Property Commission (CIPC) must be submitted in the form of certified copies of the relevant registration.

- 12.12 In the case of a joint venture, all partners (members) must include their SARS certificates/SARS PIN, a joint venture BBBEE certificate and a joint venture agreement. Parties to a joint venture should complete the following documents separately:
- NCP 4
 - NCP 8
 - NCP 9
- 12.13 After the satisfactory delivery of services, payment will be made within 30 days after acceptance and receiving of a valid original tax invoice.
- 12.14 Supplier must give one week notice prior to deliver.
- 12.15 **Required skills and experience**
- 3-5 years 'experience in agro-business development and management of agriculture focussed projects in South Africa
 - Demonstrated capacity to work with private sector players (financial institutions, buyers, traders, transporters, input suppliers, processors in agriculture value chain)
 - Experience with commonly used tools for market analysis and program design such as sub-sector analysis, gross margin analysis and business planning.
 - Knowledge of agronomic principles and practices, including crops, soils and nutrients.
 - Experience in the practices, principles and operations associated with modern production agriculture and irrigation. Expertise in small scale irrigation management.
 - Expertise with irrigation technologies; Experience with solar irrigation technology a real advantage.
 - Proven experience of project and financial management of capital projects.
 - Knowledge of the agriculture sector in South Africa and its regulation and stakeholders.
 - High level of computer literacy (primarily in Microsoft Office packages)
 - Excellent planning and time management skills and ability to meet deadlines.
 - Ability to work calmly under pressure to deliver as part of a team.
 - A high level of attention to detail and accuracy in working with numbers.
 - Strong analytical ability, able to evaluate and to appraise critically quantitative and qualitative information.
 - Fluent in local languages and English.
 - Knowledge if the energy sector and its challenges preferred.
 - The consultant must provide a solution that will provide formal accredited training by a South African Higher Learning Institute in respect of:
 - Student Entrepreneurial Development
 - Grassroots Business Development Support Programme
 - Small to Medium size business readiness for the next level of growth.

13 SCOPE OF WORKS

13.1 Implementation of departmental infrastructure projects

14 PURCHASES ORDERS AND DELIVERIES

- 14.1 Delivery must take place only from 08:00 am to 15:00pm from Mondays to Fridays. No delivery during public holidays and over weekends will be accepted. Delivery of goods ordered shall take place within 24 months from the date of receipt of order.

14.2 The signing of the delivery note does not mean that the quality of product/service has been accepted, but serves merely as proof that the item has been delivered.

15 Only bidders who are BBBEE level 1 and 2 will be considered for this bid.

16. Criteria used for Evaluation of Functionality

Category: Functionality	Information required (See table for evaluation criteria for functionality assessment and TOR's)	WEIGHT
1. Service provider's capacity in terms of human resources.		30
2. Service provider's financial capacity .		20
3. Service Providers competence and relevant experience in relation to the required services		25
4. Proposed methodology and project management that is aligned to the specifications requirements and/ extent of services to be rendered.		25
	TOTAL	100

Bidders should score a minimum of 70 points in total, with a minimum of 65% per category in order to be regarded as responsive

These bids will be further evaluated on price (80) and BBBEE status (20) in accordance with the Preferential Procurement Policy Framework Act 5 of 2000 and its regulations as well as Supply Chain Management Policies.

DECLARATION FOR BID DOCUMENT: NC/DALC/2001

I, the undersigned (name, surname & designation)

.....
 Hereby accept the conditions stated above.

.....
 Signature

.....
 Date

Terms of reference

APPOINTMENT OF AN IMPLEMENTING AGENT/S (IA/S) FOR THE PROFESSIONAL PLANNING, DESIGNING, IMPLEMENTATION AND MANAGEMENT OF PROJECTS SUPPORTED BY THE DEPARTMENT OF AGRICULTURE, ENVIRONMENTAL AFFAIRS, RURAL DEVELOPMENT AND LAND REFORM, NORTHERN CAPE

1. BACKGROUND

- 1.1 The Northern Cape Department of Agriculture, Environmental Affairs, Rural Development and Land Reform, receives MTEF based conditional grants (Comprehensive Agricultural Support Programme (CASP), Ilima Letsema, Disaster relief, College, Landcare and other conditional grant funded projects and or programmes) from National Treasury to be utilized for specific purposes.
- 1.2 The department is responsible for the implementation of projects according to their own internal policies and procedures in line with the National Department of Agriculture, Forestry and Fisheries (DAFF) and the Division of Revenue Act (DORA) schedule 4 and 5 respectively.

2. DISCUSSION

- 2.1 The department seeks to appoint IA/s to perform the services for planning, procurement, training and the implementation of funded projects. The IA/s will accept such appointment and shall, unless otherwise provided for, remain in force until terminated in accordance with the agreement they will enter into with the department.
- 2.2 The agreements shall be effective upon signature by both parties and shall so remain in force for a period not exceeding 24 months and further consideration for extension will be considered by the department based on the performance and other relevant factors.

3. REQUIREMENTS

The Department invites proposals from interested, experienced and potential IA/s to render technical support, planning, procurement, development of agricultural engineering designs, training and to ensure implementation of on and off farm infrastructure development projects for the department. Implementing Agent/s will be expected to demonstrate the following key attributes:

- 3.1 Experience with massive infrastructure development, event management and project management and implementation.
- 3.2 Ability to supervise construction of agriculture infrastructure and material/equipment/facilities supply & installation;
- 3.3 Understanding of procurement processes of agricultural inputs support in line with the departmental Supply Chain Management (SCM) policies and procedures; and
- 3.4 Experience in working with government, agricultural organizations, commercial and emerging farmers.

4. CONTENTS OF THE PROJECT PROPOSAL

4.1 A clear and concise project proposal covering all aspects listed below is required to clearly indicate the ability to perform the activities as indicated in the scope of service:

- 4.1.1 An executive summary.
- 4.1.2 A project plan.
- 4.1.3 The proposed methodology should detail processes. Methodology should also indicate the project milestones that will be used to measure the project progress.
- 4.1.4 The approach should be cost saving yet achieve the highest value for money
- 4.1.5 The names and CV's containing detailed information on relevant experiences of all the persons who will be **directly** contributing to the project, and their roles.
- 4.1.6 Evidential and documentary proof of professional qualification, registration and affiliation.
- 4.1.7 Any shortcomings in project documents including specifications (identified) how these will be addressed and the cost implications thereof.
- 4.1.8 All-inclusive costing model (for example a price schedule as per guidelines of scope of Services and Tariff of Fees for Persons Registered in terms of the Engineering Profession Act, 2000 (Act 46 of 2000) or the South African Council for the Project and Construction Management Professions Guideline Scope of Services and Tariff of Fees).
- 4.1.9 Proof of access to funding from recognised financial institution/s or any credit provider and the level thereof.
- 4.1.10 The following technical information must be submitted with the Bid proposal:
 - 4.1.10.1 Years of experience of each human resource;
 - 4.1.10.2 Relevant professional experience during the last five years;
 - 4.1.10.3 Organisational, managerial and technical ability;
 - 4.1.10.4 Key Personnel and Resources;
 - 4.1.10.5 Technical backup;
 - 4.1.10.6 Full CV's of all members of the Team;
 - 4.1.10.7 Relevant competence and capability;
 - 4.1.10.8 Client References; and
 - 4.1.10.9 Associations and professional affiliations.

5 MANDATORY AND NON MANDATORY REQUIREMENTS

- 5.1 Key members or Team Leader must hold appropriate qualification, practice experience.
- 5.2 Proven experience in agriculture infrastructure planning, Development, Event Management, Procurement, Project Management and Implementation.
- 5.3 Understanding of government supply chain processes.

5.4 Financial management and control

5.5 Non Mandatory Requirements:

- i. Research, analytical, report writing, presentation and communication skills;

6 FINANCIAL PENALTIES

6.1 Financial penalties shall be imposed for agreed upon milestones, targets, and deadline not met without providing written:

6.1.1 Timely notification of such delays,

6.1.2 Valid reasons for the delays, and

6.1.3 Supporting evidence that the delays were outside of the influence of the service provider to the satisfaction of the Department.

6.2 Payments will be made only for work performed to the satisfaction of the Department and upon the submission of all relevant documents.

6.3 Financial penalties will be imposed if the output produced does not meet the agreed upon deliverables criteria as stipulated in the conditions of contract.

7 HUMAN RESOURCES FOR THE PROJECT

7.1 The service provider is expected to provide information on available human resource capacity that will be directly involved in the project, including but not limited to: full CV, indicating relevant qualifications and experience as required by this Terms of Reference; full contact details (office, fax and cell-phone, and email).

7.2 Staffing requirements identified on the onset of the project shall remain unchanged for the duration of the project, unless prior written consent has been granted by the Department.

7.3 The Department is entitled to request and require additional guarantees that the dedicated resources to be deployed to these projects are sufficient in terms of handling the multiple projects.

7.4 The IA is to submit a quotation to Department for each project and this quotation must be supported by quotations the IA has sourced.

7.5 The Department is entitled to renegotiate the price submitted by the IA/s.

7.6 All team members that will be directly involved in the project may, at the sole discretion of the Department, be expected to attend all progress report meetings as scheduled.

7.6 Due to the urgency of the project, time is of essence to this process and all work shall be submitted **when due**. Financial penalties will be imposed for any delay or non-compliance with time and quality requirements.

8. EXTRA WORK AND SCOPE CREEP

- 8.1 Any costs for extra work by the IA, incurred over and above the agreed amount, in the sole opinion of the Department is due to reasons attributable to the IA during any phase of the project shall be borne by the IA.
- 8.2 Any scope creep not mandated by the Department in writing will be borne by the IA.

9. REPORTING AND ACCOUNTABILITY

- 9.1 During the execution of the project, the service provider must submit regular progress reports and attend meetings at intervals as determined by the relevant project team managing the service provider.
- 9.2 All electronic and hard copy information captured/utilised to provide the output of the project remains the property of the Department. This data should be surrendered to the department at the end of the project, and it cannot be used or shared, whether for profit or otherwise with any other party, without written permission from the Department.
- 9.3. The Department will retain copyright and all associated intellectual rights relating to the projects.
- 9.4 The project will be signed off by the Department and in consultation with the administrative leadership in the districts.
- 9.5 Were applicable the IA are required source a service a Technical Professional to be accountable as required.

10. PROJECT MANAGEMENT WITHIN THE DEPARTMENT

- 10.1 This project will be facilitated by a project management team that can consisting of officials from the Department, other departments, municipalities, beneficiaries, interested stakeholders, and or any other person/s appointed by Department.
- 10.2 Implementation of all projects and or programmes needs to be in line with approved business plans and or scope of work and in consultation with Departmental management team.

11. SCOPE OF SERVICES

- 11.1 Implement Departmental projects:
- 11.1.1 *Preliminary investigation, specification & design phase, regulatory. In full or partly if needed for implementation of projects:*
- 11.1.1.1 All business plans, scope of work, specifications, design plans and environmental impact assessment (EIA) to be signed off by delegated officials within the department before implementation can continue.
- 11.1.1.2 This will be done in consultation with Departmental and other subject matter specialists.

11.2 Procurement:

- 11.2.1 The procurement process of suitable service providers is awarded as soon as a positive Record of Approval has been obtained in writing from the relevant departmental project team managing the specific project.
- 11.2.2 Original invoices to substantiate all costs must be provided to the Department within 7 days after the final project inspection and sign-off has taken place. The invoices should include the Department's order number that will be provided to the selected service provider upon acceptance and all supporting documents.
- 11.2.3 Role of IA is to ensure best value for the Department's clients with regard to price and quality.
- 11.2.4 Invoices must clearly indicate detail of goods and services provided and/or procured, and to what extent the objectives were achieved and adhere to specifications provided.
- 11.2.5 Purchasing of second-hand items will not be allowed without prior written approval from the Department.
- 11.2.6 Purchasing of livestock should be supported with the necessary relevant health and or pregnancy certificates.
- 11.2.7 No copies or email invoices will be processed.
- 11.2.8 All items procured or services provided must be according to the approved specifications.

11.3 Implementation phase:

- 11.3.1 This activity will form the bulk of the work;
- 11.3.2 Regular inspection visits of infrastructural projects to check progress;
- 11.3.3 Provision of written feedback in the form of a site inspection report to the contractor, Project Coordinator and Engineering section;
- 11.3.4 Provision of assistance to the contractor in construction planning; and
- 11.3.5 Preparation of payment certificates and claims.

12 DELIVERABLES

12.1 Performance

- 12.1.1 The IA/s shall render services as indicated in the appointment letter and as outlined in the bid documents, the proposal submitted by the IA/s and other project document.
- 12.1.2 The performance of the IA/s shall be subject to the provisions of the agreement; noncompliance with the terms of the work schedule as agreed upon between the parties from time to time and in terms of reference shall constitute a material breach of the contract in terms of the conditions of contract.

12.2 Project preparation: Design & scope of works, regulatory applications

- 12.2.1 Designs (only in case of complete structures):
 - 12.2.1.1 Construction details, if need be on separate drawing.
 - 12.2.1.2 Supply detailed technical specifications giving generic descriptions of items where possible rather than manufacturers;

- 12.2.1.3 Bills of Quantities and cost estimate;
- 12.2.1.4 Submission to the Department of a short-list of Environmental Assessment Practitioners (EAP) were applicable.
- 12.2.1.5 Appointment of a registered EAP were applicable; and
- 12.2.1.6 Submission of a Basic and or Comprehensive Assessment Report.

12.3 Key performance indicators

- 12.3.1 Turnaround time for the feasibility study per project.
- 12.3.2 Turnaround time for the design of an infrastructure project including amongst others irrigation systems.
- 12.3.3 Site supervision per site.
- 12.3.4 Weekly progress measurement on each site.
- 12.3.5 Monthly progress reports on progress on the ground to be submitted by the 7th of each month.
- 12.3.6 Invoice from the IA must be submitted whenever for milestones completed and must be certified by the relevant District Director or Program Manager/s.
- 12.3.7 The department shall, in consultation with the IA, determine the scope of work at each project in consideration of the available financial resources and priority areas within the department.
- 12.3.8 No work must commence until the department has issued an Order or given a written instruction, otherwise work is done at own risk.

12.4 Reporting structure

Respective District Directors or Programme Manager are responsible for the projects which fall within their districts or programs.

12.5 Compliance with Legislative Requirements or Standards

- 12.5.1 The IA will act as the agent for the client in terms of the Construction Regulation issued in terms of Occupational Health and Safety Act of 1993.
- 12.5.2 Criteria and Standards: All relevant National Standards, National Regulations and Municipal by-laws should be adhered to in the design and construction phases. The National Environmental Management Act (NEMA), as amended on 2 August 2010, should also be adhered to.

13 SUB-CONTRACTING

- 13.1 The IA must, prior to sub-contracting, in writing notify the department of the sub-contractors awarded under the contract, if not specified already in the bid, the particulars of the sub-contractors and the value sub-contracted need to be provided.
- 13.2 The notice of sub-contractors awarded, does not relieve the IA of any liability or obligation under the principal contract.

13.3 The department shall advise the IA as soon as reasonably possible of any amendments to legislation affecting the service by IA.

13.4 The Department's Legal section will be responsible for scrutiny of any Contractual documents which may be required, e.g. Service Level Agreement; and

13.5 Avail engineering staff to co-inspect the work.

14 GUARANTEE, COSTING, INVOICING AND PAYMENTS

14.1 The IA guarantees to perform all the work assigned for specific milestone before a claim for payment can be made.

14.2 The department shall pay IA, provided the IA submits the correct invoice including all the supporting documentation (Including description on the cost of items or services delivered, time sheets, etc.).

15 FEES

15.1 The IA can claim up to a maximum of 10% of the **total project cost invoiced**, including VAT.

15.2 The 10% paid to IA will be inclusive of VAT.

15.3 The scope of work will include one or all of the scope services as contained under 11.1.

16 MATERIAL AND LABOUR

16.1 Accepted SCM processes to be followed when acquiring material and labour:

16.1.1 Claims for partial work done will only be paid after submission of proof of payment of supplier and or delivery.

16.1.2 Unskilled labour will be paid in line with EPWP prescripts.

17 PREFERENCE POINT SYSTEM AND EVALUATION OF BIDS

17.1 All information required in the bid document must be accurate and duly completed including all the appropriate signatures. This includes the submission of required / requested documentation e.g. valid tax clearance, certificate etc.

17.2 Failure to comply with any of the requirements will invalidate the applicant's bid.

17.3 The 80/20 preference point system:

This bid shall apply the 80/20 preference point system.

B-BBEE Status: 20 points

Price: 80 points

17.4 Functionality

Functionality will be assessed separately from the 80/20 formula.

Bidders should score a minimum of 70 points in total, with a minimum of 65% per category in order to be regarded as responsive in terms of functionality assessment.

Table: Evaluation criteria for functionality assessment criteria.

CRITERIA	GUIDELINES FOR CRITERIA APPLICATION	WEIGHT	
1.HUMAN RESOURCES CAPACITY	1.1 Bidders to provide proof of ability to deliver project supervision, engineering designs, contract specifications and implementation to the standard as directed in the specifications. Provide copies of short CV's of staff	15	30
	1.2 Availability to start immediately and carry out the project on a sustained basis until completion, within the stipulated timeframe. Provide a letter indicating availability to start immediately and contracts for in-sourcing where internal capacity is lacking.	5	
	1.3 Availability of technical and material support to undertake this project. Organogram indicating individual profession	10	
2.FINANCIAL CAPACITY	1.4 Provide Bank rating certificate as issued by financial institute.	10	20
	1.5 Audited Financial statements for the last two (2) financial years.	10	
3.COMPETENCY: Experience & Track Record)	Bidders to provide evidence of similar projects completed recently i.e. not less than 2 projects and not more than 5 projects in the past 5 years. List of project names, descriptions, values, and references (proof of appointment e.g. Appointment letters, certificate of completion).	25	25
4.METHODOLOGY & PROJECT MANAGEMENT	• Proposed Methodology/ Collaboration with internal technical staff.	10	25
	• Proposed milestones to measure project progress	5	
	• Management of the Project	10	
TOTAL		100	

NOTE: In order to ensure meaningful evaluation, bidders must submit detailed information in substantiation of the evaluation criteria mentioned.

18 CLARIFICATION

18.1 The Department may, in its sole discretion, seek clarification, during the process. In the process of clarification, no change in the substance of the Technical Section or in the Financial Section shall be sought, offered or permitted.

18.2 The Department shall, seek all clarifications in writing and the Bidders responses shall also be in writing.

18.3 Without limiting the generality above, the Department may, in its sole discretion; investigate evidence of the ability and experience of a Bidder under consideration, including joint venture partners, proposed subcontractors, and parties otherwise related to the Bidder or the Bidder's Proposal; and requires or seeks out confirmation from other parties of information furnished by a Bidder.

19 TERMS AND CONDITIONS OF THE BID

19.1 Awarding of the bid will be subject to the Service Provider's express acceptance of the Department's Supply Chain Management's conditions of contract.

19.2 The Department and Service Provider will sign a Services Level Agreement upon appointment.

19.3 The service provider should commence with the project within five (5) days after receiving the letter of appointment and the scope of work.

19.4 During the execution of the project, the service provider is required to give reports on the progress of the project. It is the responsibility of the service provider to organise the progress report meetings, and have one of their representatives assigned to taking minutes and circulating them to the steering committee members.

19.5 Any deviation from the project plan should be put in writing and signed by the project manager.

19.6 Any changes during the progress meetings, once accepted by both parties in writing, shall form part of the contract.

19.7 Payments will be on work-completed basis i.e. on set milestones as per the project plan.

19.8 When the Department accepts the final product, the appointed service provider will be liable to correct errors and fill gaps that may be discovered in the project, at **no** charge to the Department. This condition will apply for a period of one month from the day the project was completed and submitted to the Department.

19.9 Any guarantees / warranties received from suppliers / sub-contractors will be provided to the project and the Department.

20 OUTCLAUSE

20.1 The Department reserves the right not to appoint if suitable candidates are not found, at the complete discretion of the Department.

20.2 The Department reserves the right to terminate the contract in the event that there is clear evidence of non-performance.

- o Description: Appointment of an implementing agent
Bid No.: NC/DALC/2001

20.3 The Department also reserves the right to add, amend, remove or stop projects allocated during the financial year.

21 General

- 21.1 The bid documents will be evaluated on functionality individually on score sheets, by a representative evaluation panel, according to the evaluation criteria indicated.
- 21.2 The Department is an equal opportunity, affirmative action employer. It shows the same commitment to those who wish to provide services to the Department via the procurement process. This does not preclude the formation of consortiums or the inclusion of proposals on how this project can be used to further the aims of transformation.
- 21.3 The actual price quoted including VAT will be used for issuing of an order to the successful bidder. Bidders must provide all the items required.
- 21.4 The conditions of adherence will be included and explained in the Service Level Agreement.





BILL OF QUANTITIES

NO	DESCRIPTION	UNIT	PERCENTAGE OFFERED
1	MANAGEMENT FEE	1-10%	

Project Name: Project Implementation

Funding: Casp

For Employer:

Specification Committee	Name	Signature	Rank	Office	Date
Compiled:	A. v d Walt		C. Eng	Kb	23/9/21
Checked:	D. Badenhorst		DD	Kimberley	23/9/21
Checked:	N. Tsoane		BUT	Upington	23/9/21
Approved:	T. MONTCHO		DD	Kimberley	23/9/21

Project Office	Name	Signature	Rank	Office	Date
Checked:					

Signature(s)

Name(s)

Capacity

For the Tenderer

(Name and address or organisation)

Date



ANNEXTURE A

DESCRIPTION
Frances Baard livestock infrastructure
supply,delivery and construction of 25km inner fence
supply,delivery and construction of 25km border fence
Testing of 4 boreholes
Supply,delivery and construction of a phase 4 stock water system,and installation of complete windmill structure and
Testing of 3 boreholes
JTG Livestock Water
Testing of 6 boreholes (Gamorona, Kilahela, Galothlare, Maruping, Ga Mothibi and Padstow
Supply and delivery and construction of 3 stock water system
Supply and delivery and construction of 2 stock water system Buden,Boithitong
JTG livestock infrastructure
Supply , delivery of material and construction of stock and jack proof fence at Langdon, Gasesa, Gamodisa
JTG Handling stock Facilities
Supply , delivery of material and construction of stock handling facilities at Bothitong west, Bothithong North , Dithakong , Pietersam
Supply , delivery of material and construction of stock handling facilities at Kikahela, Magwagwe, Tamros
Supply , delivery of material and construction of stock handling facilities at Tlapeng, Goodhope, Maruping
Supply , delivery of material and construction of stock handling facilities at Tlapeng, Goodhope, Maruping
Supply , delivery of material and construction of stock handling facilities at Tlapeng, Goodhope, Maruping
Supply , delivery of material and construction of stock handling facilities at Tlapeng, Goodhope, Maruping
Supply , delivery of material and construction of stock handling facilities at Tlapeng, Goodhope, Maruping
Supply , delivery of material and construction of stock handling facilities at Tlapeng, Goodhope, Maruping
Namakwa Livestock
Supply , delivery and construction of stock water system with a solar panel
Supply, delivery and construction of stock water system area Hantam area(reseviar, solar pump, 4 drinking throughs)
Supply, delivery and construction of stock water system area Vanderlandspan
Supply, delivery and construction of stock water system area Kuboes
Supply, delivery and construction of stock water system area Van Kamiesberg area
Supply, delivery and construction of stock water system area Van Wyksvlie
Supply, delivery and construction of stock water system area Pofadder are

Description :Appointment of an implementing agent
 Bid:NC/DALO/2001

Supply ,delivery and construction of stock water system Kai Ma
Supply ,delivery and construction of stock water system Brandvlie
Supply and delivery of stock water system at Vosburg
Pixley ka Seme
Supply and delivery of wool felting equipment
Supply ,delivery and construction of 2 solar pumps water system
ZF Mgcauu
Upgrading of 24 km inner fences
Supply,delivery and installation of one solar pump and instalation of a stock water system
Supply and delivery of a stock water system
Vaalharts revitalization
Construction of main communal outfall drainage water line for
<ul style="list-style-type: none"> • AY Farms – Phase 5/6
<ul style="list-style-type: none"> • F9 Farms
<ul style="list-style-type: none"> • K10 Farms
<ul style="list-style-type: none"> • Hartsvallei
Installation of sub-surface drainage
<ul style="list-style-type: none"> • 5 R 2
<ul style="list-style-type: none"> • 1 L 6
<ul style="list-style-type: none"> • 3 P 4
<ul style="list-style-type: none"> • VH32
Sub-surface drainage to be installed
subjected to Technical waiting list and 25% commitment of commercial farmers
Pipe Locater,
Smithsmine -Electricity point , center pivot