

5/2/2/1- DALRRD 0012(2023/2024)

APPOINTMENT OF A BLASTING CONTRACTOR TO SUPPLY FUEL AND TO SET UP AND DETONATE FUEL EXPLOSIONS FOR CONTROL OF QUELEA FOR A PERIOD OF THREE YEARS.

CLOSING DATE: 29 SEPTEMBER 2023 @ 11:00

NB: THERE WILL BE NO BRIEFING SESSION.

TECHNICAL ENQUIRIES : Mr. J Tladi
TEL : (012) 319 6717
EMAIL : JohnTL@dalrrd.gov.za

BID RELATED ENQUIRIES : Ms P Maluleke/Mr F Maseli
TEL : (012) 312 8366/8382
EMAIL: Phumzile.maluleke@dalrrd.gov.za; Mbulahenima@dalrrd.gov.za

NB: BID CLOSING ADDRESS:
AGRICULTURE PLACE BUILDING, 20 STEVE BIKO STREET, ARCADIA
PRETORIA

LA 1.1



agriculture, land reform & rural development

Department:
Agriculture, Land Reform and Rural Development
REPUBLIC OF SOUTH AFRICA

Chief Directorate: Supply Chain and Facilities Management Services: **Sub-Directorate:** Demand and Acquisition Management Services: **Enquiries:** Mr Abie Olyn: **Tel:** (012) 312 8383

YOU ARE HEREBY INVITED TO BID TO THE DEPARTMENT OF AGRICULTURE LAND REFORM AND RURAL DEVELOPMENT

BID NUMBER: 5/2/2/1- DALRRD 0012(2023/2024)

CLOSING TIME: 11H00

CLOSING DATE: 29 SEPTEMBER 2023

BIDS RECEIVED AFTER THE CLOSING TIME AND DATE AS A RULE WILL NOT BE ACCEPTED FOR CONSIDERATION

1. Kindly furnish us with a bid for services shown on the attached forms.
2. Attached please find the General Contract Conditions (GCC), SBD1, SBD4, Credit Instruction forms, terms of reference.
3. Bidders must ensure that they register with the National Treasury Central Supplier Database (CSD) and attach/provide the reference numbers on the SBD 1 form of the bid document.
4. If you are a sole agent or sole supplier you should indicate your market price after discount to your other clients or if that is not possible your percentage net profit before tax, in order to decide whether the price quoted is fair and reasonable.
5. The attached forms must be completed in detail and returned with your bid. Bid document must be submitted in a sealed envelope stipulating the following information: Name and Address of the bidder, Bid number and closing date of bid. **(failure to comply will disqualify your proposal)**

Yours faithfully

SIGNED
BIDS MANAGEMENT
DATE: 24 AUGUST 2023

GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

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

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

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

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General Conditions of Contract

1. Definitions

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

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

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

security

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

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

8. Inspections, tests and analyses

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

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

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

9. Packing

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

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

10. Delivery and documents

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

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

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

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

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

14. Spare parts

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

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

15. Warranty

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

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

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

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

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

may have against the supplier under the contract.

16. Payment

16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.

16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.

16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.

16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.

21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.

21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily

available.

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Js General Conditions of Contract (revised July 2010)

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	5/2/21- DALRRD 0012(2023/2024)	CLOSING DATE:	29 SEPTEMBER 2023	CLOSING TIME:	11:00
DESCRIPTION	APPOINTMENT OF A BLASTING CONTRACTOR TO SUPPLY FUEL AND TO SET UP AND DETONATE FUEL EXPLOSIONS FOR CONTROL OF QUELEA FOR A PERIOD OF THREE YEARS.				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT					
AGRICULTURE PLACE					
20 STEVE BIKO ROAD, ACARDIA					
PRETORIA					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Ms Phumzile Maluleke/Mr. Freddy Maseli		CONTACT PERSON	Mr. J Tladi	
TELEPHONE NUMBER	012 312 8366/8382		TELEPHONE NUMBER	012 319 6717	
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	Phumzile.maluleke@dalrrd.gov.za , Mbulahenima@dalrrd.gov.za		E-MAIL ADDRESS	JohnTL@dalrrd.gov.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

**PART B
TERMS AND CONDITIONS FOR BIDDING**

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

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

SIGNATURE OF BIDDER:

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

DATE:

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

Full Name	Identity Number	Name of State institution

2.2 Do you, or any person connected with the bidder, have a relationship

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

with any person who is employed by the procuring institution? **YES/NO**

2.2.1 If so, furnish particulars:

.....
.....

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

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring

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

institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature Date

.....
Position Name of bidder

**PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL
PROCUREMENT REGULATIONS 2022**

BID PROCESS (EQUAL OR BELOW R 50 MILLION)

This preference form must form part of all tenders invited. It contains general information and serves as a claim form for preference points for specific goals.

NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022

1. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of tender invitation, and includes all applicable taxes;
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions;
- (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000); and
- (f) "Historically Disadvantaged individuals" means a person historically disadvantaged by unfair discrimination on the basis of race: Provided that a person historically disadvantaged on the basis of race refers to Africans, Coloureds, Indians and people of Chinese descent who are South African citizens by birth or descent; or who became citizens of the Republic of South Africa by Naturalisation -
- Before 27 April 1994; or
 - On or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date.

2. GENERAL CONDITIONS

2.1 The following preference point systems are applicable to invitations to tender:

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

2.2 To be completed by the organ of state

- a) The applicable preference point system for this tender is the 80/20 preference point system.
- b) 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

2.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

- (a) Price; and
- (b) Specific Goals.

2.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	100

2.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

2.6 Tenderers that fail to claim points for specific goals or that fail to fully complete the table in paragraph 2.12 below, will not be awarded points for specific goals.

2.7 Tenderers that make a calculation error when claiming points as per the table in paragraph 2.12 below, will not be awarded points for specific goals. Please take note of the examples on how to calculate points for specific goals as per paragraph 2.12 below.

2.8 Tenderers that fail to submit the correct SBD 6.1 form as issued by the Department of Agriculture, Land Reform and Rural Development, will not be awarded points for specific goals.

2.9 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2.10 Tenderers who wish to claim points in terms of the table in paragraph 2.12 below need to provide proof for each point claimed as guided below:

2.10.1 Historically Disadvantaged individuals (HDI):

- **Attach a copy of Identity Document (ID) and company registration document.**

2.10.2 Who is female:

- **Attach a copy of Identity Document (ID) and company registration document.**

2.10.3 Who has a disability:

- **Attach a certified copy or original doctor's letter confirming the disability.**

2.10.4 Who is youth (a person that is not older than 35 years on the closing date of a bid):

- **Attach a copy of Identity Document (ID) and company registration document.**

2.11 The Department will use the Central Supplier Database and documents submitted by the tenderer to verify the points claimed for specific goals.

2.12 **Specific goals for the tender and points claimed are indicated per the table below.**

(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.

Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system)	Percentage ownership equity (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
I. HDI	8		
II. Who is female	5		
III. Who has a disability	2		
IV. Specific goal: Who is youth	2		
V. Specific goal: Promotion of SA owned enterprises	3		

The number of points claimed for specific goals, are calculated as follow:

- (I) A maximum of 8 points may be allocated to tenderers who had no franchise in national elections before the 1983 and 1993 Constitution, on the following basis:
 - **Percentage ownership equity** x 8 ÷ 100 = number of points claimed.
- (II) A maximum of 5 points may be allocated for to tenderers who is female, on the following basis:
 - **Percentage ownership equity** x 5 ÷ 100 = number of points claimed.
- (III) A maximum of 2 points may be allocated to tenderers who has a disability, on the following basis:
 - **Percentage ownership equity** x 2 ÷ 100 = number of points claimed.
- (IV) A maximum of 2 points may be allocated to tenderers who are youth, on the following basis:
 - **Percentage ownership equity** x 2 ÷ 100 = number of points claimed.
- (V) A maximum of 3 points may be allocated to tenderers for locality, on the following basis:
 - **Percentage ownership equity** x 3 ÷ 100 = number of points claimed.

2.13 It is important to note that failure by a tenderer to complete the table in paragraph 2.12 in full, will result in points for specific goals not to be allocated.

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

$$Ps = 80 \left(1 - \frac{Pt - Pmin}{Pmin} \right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

3.2. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

3.2.1. POINTS AWARDED FOR PRICE

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

80/20

$$P_s = 80 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right)$$

Where

P_s = Points scored for price of tender under consideration

P_t = Price of tender under consideration

P_{max} = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in the table in paragraph 2.12 above as may be supported by proof/documentation stated in the conditions of this tender.

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

(a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or

(b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

4.3 A consortium or joint venture may, based on the percentage of the contract value managed or executed by their members, be entitled to claim points in respect of specific contract participation goals.

4.4 A tenderer will not be awarded points for HDI if it is indicated in the tender documents that such a tenderer intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for the same number or more points for equity ownership.

4.5 A tenderer awarded a contract as a result of preference for contracting with, or providing equity ownership to a HDI, may not subcontract more than 25% of the value of the contract to a tenderer who is not a HDI or does not qualify for the same number or more preference for equity ownership.

5. SUB-CONTRACTING

5.1 Will any portion of the contract be sub-contracted?
(*Tick applicable box*)

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

5.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted:%
- ii) The name of the sub-contractor:
- iii) Points claimed for HDI by the sub-contractor:

6. DECLARATION WITH REGARD TO COMPANY/FIRM

6.1. Name of company/firm:

6.2. Company registration number:

6.3. TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
- One-person business/sole propriety
- Close corporation
- Public Company
- Personal Liability Company
- (Pty) Limited
- Non-Profit Company
- State Owned Company

[TICK APPLICABLE BOX]

6.4. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;

- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
- (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution, if deemed necessary.

..... SIGNATURE(S) OF TENDERER(S)	
SURNAME AND NAME:
DATE:
ADDRESS:



agriculture, land reform & rural development

Department:
Agriculture, Land Reform and Rural Development
REPUBLIC OF SOUTH AFRICA

Director: Climate Change and Disaster Risk Reduction, Department of Agriculture, Land Reform and Rural Development, Private Bag X250, Pretoria, 0001 Telephone: 012 319 6717.

APPOINTMENT OF A BLASTING CONTRACTOR TO SUPPLY FUEL AND TO SET UP AND DETONATE FUEL EXPLOSIONS FOR THE CONTROL OF QUELEA FOR A PERIOD OF THREE YEARS.

1. PURPOSE:

The Department of Agriculture, Land Reform and Rural Development is responsible for the control of quelea outbreaks in terms of Agricultural Pest Act, 1983 (Act No 36 of 1983). Quelea feed on and damage small grain crops such as maize, millet, sorghum and wheat. These birds fly in swarms of millions and it was discovered that 1 million of them can damage up to 4 tons of small grain crops per day. If these birds are not controlled, they will cause an extensive damage to agricultural production which will negatively affect food security in the country.

2. DEFINITION AND SCOPE OF WORK

- 2.1 Quelea feed on small grain crops and causes extensive damage to them as well. These birds are controlled by fuel explosion when they are roosting close to water resources to avoid contamination of the water. In light of the above:
 - 2.1.1 The Department seeks to appoint a Blasting Contractor to supply fuel and to set up and detonate fuel explosions for control of quelea outbreaks.
 - 2.1.2 The Department cannot guarantee the number of fuel explosions to be executed as this will depend on the extent of the quelea outbreaks to be controlled as and when the need arises.
 - 2.1.3 The contractor must render his/her services within 24 hours after being requested by the authorised official of the Department for a particular fuel explosion. In other words; if the contractor is contacted at 19H00 by an authorised official of the Department, the explosion must be executed at 19H00 the following evening or any other time the following evening, as determined by the authorized representative of the Department.
 - 2.1.4 An authorised official of the Department will conduct an on-site evaluation of the area where quelea roost, usually late afternoon and or early evening 7 when the Quelea return to their roosting/breeding site to rest for the night.

APPOINTMENT OF A BLASTING CONTRACTOR TO SUPPLY FUEL AND SET UP AND DETONATE FUEL EXPLOSIONS FOR CONTROL OF QUELEA OF THREE YEARS.

When the representative of the Department decides during such an evaluation that a fuel explosion is to be executed in order to control those Quelea, the authorised official of the Department will;

- i) contact the contractor and request him/her to execute such a fuel explosion.
- ii) indicate the date and time of the operation as well as the type and quantities of explosives that will be required.

2.1.5 To ensure the timeously set up of a fuel explosion to control Quelea, it is of utmost importance that the particular contractor arrives at the designated site and is ready to commence with the set up of such an explosion before 11 am on the day of the planned operation. This is to ensure that the particular explosion set-up is completed before the Quelea return to the particular roost which usually is half an hour before sunset.

2.1.6 If for any reason a designated contractor cannot carry out the control action according to the requirements of this bid, then the Department has the right to hire an alternative blasting contractor. The Department reserves the right to claim any additional expenses from the contractor who could not carry out the control instruction.

2.1.7 If the contractor, after considering the size of the habitat; the grade of difficulty of the fuel explosion; and the distance to the site; accepts the order to execute such an explosion, and fails to do so timeously, the contractor's contract may be cancelled immediately.

2.1.8 The contractor will be requested verbally by telecommunication, and usually after hours, to execute a fuel explosion the following day. This would mean that the contractor should have an after-hours contact number.

2.1.9 The contractor is responsible for ensuring that proper safety and security measures are carried out in accordance with the regulations laid down by the Inspector of Explosives (SA Police Service), this could include traffic control.

2.1.10 All the fuel explosion control actions have to be executed in accordance with the Act on Explosive Materials (Act No. 26 of 1956).

2.1.11 All necessary precautions must be undertaken by the explosive contractor to prevent any damage such as fire or anything else to manmade structures, caused by such a fuel explosion. The contractor shall be held responsible for any damage caused by any fuel explosion to manmade structures.

APPOINTMENT OF A BLASTING CONTRACTOR TO SUPPLY FUEL AND SET UP AND DETONATE FUEL EXPLOSIONS FOR CONTROL OF QUELEA OF THREE YEARS.

2.1.12 It will be expected from the successful bidder / contractor to:
i) Arrange the necessary transport and blasting permits for the required explosives as determined by the Act on Explosive Material, (Act No. 26 of 1956).
ii) Collect the necessary explosives at the nearest explosive magazine (depot) to the blasting site, and transport it to the blasting site.
iii) If the particular type and quantities of the explosives as requested by the authorised official of the Department is not readily available from the explosive depot, explosives similar to those requested should be acquired by the contractor. Proof by the supplier of the explosives that the explosives were not available will have to be submitted.
iv) Set-up the explosives as prescribed by the authorised official of the Department.
v) Notify all relevant and concerned parties of the intended explosion, for example local police stations and local and regional Inspectors of Explosive Materials (Act No. 26 of 1956).
vi) Detonate the explosives at a time as determined by the authorised official of the Department.
vii) Declare the control area safe after the explosion, and if necessary, destroy any un-detonated explosives.
viii) After receiving the appropriate authorisation from the relevant Inspector of Explosives (SA Police Service) return any unused explosives to a registered authorised explosives magazine. Or if circumstances require it, destroy any unused explosives in the appropriate manner, or to deal with it as prescribed by the Act on Explosive Materials,(Act No. 26 of 1956).
ix) Purchase fuel required for the explosion and later submit the invoice of the fuel purchased to the Department for reimbursement.

2.1.13 The authorised official of the Department will be responsible for providing the containers, labourers and structures needed to execute the control action, at the blasting site. This does not include labour/assistants as described in Par. 2.1.17).

2.1.14 The contractor must acquire the necessary explosives for his own account. The actual cost thereof will be compensated by the Department on receipt of documentary proof (Tax invoice of the suppliers) of expenditure. Any discount offered by the explosive supplier will be for the benefit of the Department. (The explosives' costs will therefore not influence the bid price per charge.)

2.1.15 Personnel and necessary equipment for explosions: The contractor must supply the following, the cost of which will be for his own account:

APPOINTMENT OF A BLASTING CONTRACTOR TO SUPPLY FUEL AND SET UP AND DETONATE FUEL EXPLOSIONS FOR CONTROL OF QUELEA OF THREE YEARS.

- (i) One licensed, registered and fully equipped explosives carrier vehicle for every team.
- (ii) Specialised labour/assistant to connect explosives **(at least one)**.

2.1.16 Successful contractor shall be compensated for transport and travel distances from his/her base station to the nearest explosives depot to the blasting site, and back to his/her nearest base station, and this includes any other necessary transport distances as agreed upon beforehand with the authorised official of the Department i.e. distances travelled to return explosives.

<p>2.1.17. In respect of the set-up of the control area as indicated by the authorised official of the Department, the contractor will be responsible for the following:</p> <ul style="list-style-type: none">i) To bind a number of bombs (charges) as determined by the authorised official of the Department.
<ul style="list-style-type: none">ii) To lay out a detonation cord network for example 10 metres from each other in open Eucalyptus plantations and 5 m in dense reeds, throughout the entire control area, and to connect the whole network to prevent any cut-offs. The authorised official of the Department will indicate what distance the spacing should be.
<ul style="list-style-type: none">iii) To tie the produced charges more or less than 10 metres apart to the network of detonation cord. There will be as many charges as containers. The authorised official of the Department will indicate what distance the spacing should be.
<ul style="list-style-type: none">iv) To ensure that all containers with fuel are placed correctly onto all charges. This includes any methods required to ensure the correct placement of the explosives relative to the containers as determined by the Departmental representative, i.e. taping of explosives to fuel containers.
<ul style="list-style-type: none">v) To ensure that the control area is set up correctly, and to ensure that there are no loose (unconnected) explosives or fuel containers in the control area.

APPOINTMENT OF A BLASTING CONTRACTOR TO SUPPLY FUEL AND SET UP AND DETONATE FUEL EXPLOSIONS FOR CONTROL OF QUELEA OF THREE YEARS.

2.1.18i) In a situation where a blasting area has already been loaded, and the Departmental representative decides that the explosives must be removed from the blasting area, the contractor will be compensated for the day's work, that is 100% of the labour cost per bomb for the setting up the blasting area and 50% of the labour costs per bomb of those that had to be moved, for **dismantling** of the blasting area. Concerning the explosives, the same principle as in par. 2.1.12 viii) of this tender applies.

ii) In a situation where a blasting area has already been loaded, and the authorised official of the Department decides that the area has not been set up correctly by the contractor, the contractor can be requested by the authorised official of the Department to dismantle and move one or more of the charges, in order to ensure the correct set up of the area. In such a situation the contractor will not be compensated for labour as described in the general conditions par.2.1.30).

2.1.19 The successful contractor will at all times be responsible for his subsistence arrangements and costs, including any other costs incurred by him/her.

2.1.20 The successful contractor will be responsible for his/her transport, and for the security of his/her vehicle/s and equipment and the Department is not liable for any claims arising from damage or loss of his/her property. (to include in the pricing schedule)

2.1.21 The explosive contractor must declare the following:

i) **Labour cost per charge** to set-up explosives. (Keeping in mind that cost of explosives is already carried by the Department as explained in paragraph 2.1.14 of this bid). Charge means a number of boosters tied together by means of detonation cord with a length of cord extending from the charge as determined by the authorised official of the Department.

ii) **Transport cost per kilometre** (all distances travelled for a particular fuel explosion for example: base station to explosives depot/magazine to blasting site / control area and return).

iii) **All their base stations** from where the transport costs will be calculated. Base stations can include, *inter alia* home/office or operating points.

iv) That they are prepared to execute the Quelea control actions, as described in the conditions of this tender.

2.2 The Pricing Schedule shall be detailed/outlined as follows:

2.2.1 The contractor will quote labour cost per charge to set up explosives.

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2.2.2 The contractor will quote transport cost per kilometre.

2.2.3 The contractor will quote percentage cost for administration of fuel purchased for quelea control

3. TIME FRAME

The contract will be valid for a period of three years.

4. PROJECT MANAGEMENT

4.1 The Project Sponsor is Director: Climate Change and Disaster Risk Reduction.

4.2 A contract will be entered into by both parties and shall form the basis of managing the services.

5. MANDATORY DOCUMENTS

Failure to adhere to the following conditions will disqualify the bidder's proposal:

5.1 Submit a certified copy of blasting certificate obtainable from the South African Police Service (SAPS) not older than 3 months before closing date of bid.

NB! Bids that meet the mandatory requirements indicated above will then be subjected to the second phase which is the 80/20 preference points system.

6. EVALUATION CRITERIA

6.1 This bid shall be evaluated in two stages. On first stage bids will be evaluated on functionality and in accordance with 80/20 preference point system as prescribed in the Preferential Procurement Regulations, 2022 as stipulated below.

6.1.1 First Stage-Evaluation of Functionality.

6.1.2 The evaluation of the functionality will be evaluated individually by Members of Bid Evaluation Committee in accordance with the below functionality, criteria and values.

The applicable values that will be utilized when scoring each criterion ranges from **1 being poor, 2 being average, 3 being good, 4 being very good and 5 being excellent.**

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Evaluation Criteria	Application	Weights
ABILITY <ul style="list-style-type: none"> • Experience • Competency • Track record 	<p>The contractor/Blaster must have successfully completed 3 blasting projects.</p> <p>(Attach a Portfolio of evidence: a minimum of three completion certificates/letters of previous successful work performed by the contractor, the letters must be on their clients' official letterheads with contact details, and they must be duly signed)</p> <p><i>I. One letter with reference, letter duly signed — Poor (1)</i> <i>II. Two letters with reference, letters duly signed. — Average (2)</i> <i>III. Three letters with reference, letters duly signed – Good (3)</i> <i>IV. Four letters with reference, letters duly signed — Very Good (4)</i> <i>V. Five and More letters with reference, letters duly signed — Excellent (5)</i></p>	100
TOTAL POINTS FOR FUNCTIONALITY MUST ADD UP TO 100		100

Bidders who fail to achieve a minimum of 60 points out of 100 points for functionality will be disqualified. This means that such bids will not be evaluated on the second stage (Preference Points System).

6.2 SECOND STAGE - EVALUATION IN TERMS OF 80/20 PREFERENCE POINTS SYSTEM AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022

- a) The following formula must be used to calculate the points out of 80 for price in respect of an invitation for a tender with a Rand value equal to or below R50 million, inclusive of all applicable taxes.

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

Where

P_s = Points scored for price of tender under consideration

P_t = Rand value of offer tender consideration

P_{min} = Rand value of lowest acceptable tender.

- b) A maximum of 20 points may be awarded to a tenderer for being a HDI and

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/ or subcontracting with an HDI and / or achieving any of the specified goals stipulated in Regulation 4.

- c) The points scored by a tenderer in respect of the goals contemplated in sub-regulation (2) must be added to the points scored for price.
- d) Only the tender with the highest number of points scored may be selected.

6.2.2 Stipulation of preference points system to be used.

The Department hereby stipulate the preference pointed system which will be applied in the adjudication of bids/tenders.

Historically Disadvantaged Individuals:

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system)	Percentage ownership equity (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
A person historically disadvantages by unfair distrimination on the basis of race: provided that a person historically disadvantaged on the basis of race refers to Africans, Coloureds, Indians and people of Chinese descent who are South African citizen by birth or descent; who become citizen of the Republic of South Africa by Naturalisation- Before 27 April 1994 On or before 27 April 1994 and who would been entitled to acquire citizenship by naturalisation prior to the date	8		
Who is female	5		
Who has a disability	2		
Specific goal: Who is youth	2		
Specific goal: Promotion of SA owned enterprises	3		

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Total point of price and HDIs must not exceed 100.

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1. GENERAL CONDITIONS OF CONTRACT

The General Conditions of Contract apply and the Department reserves the right not to award the contract.

1.1 Successful bidder / contractor shall be compensated for labour per bomb as prescribed in the preceded paragraph. A Charge also referred to as a bomb, means the number of boosters tied together by means of detonation cord with a length of cord extending from the charge as determined by the authorised official of the Department. For example, when a roosting area of 1 hectare has to be controlled, 1500 litres of fuel could be used, divided into one hundred 20l containers. Thus, 100 charges shall be used.

1.2 (i) If a specific control action was set up but could not be executed on a specific day as agreed upon between the authorised official of the Department and the blasting contractor, due to circumstances beyond the contractor control, and the detonation has to be delayed until the next evening, then the blasting contractor will be paid a maximum of R3300, 00 per day by the Department for the **delay ime**. However, if the costs of the blasting contractor to return to his/her nearest base station is less than the above-mentioned amount, he/she will have to return to his/her nearest base station and will be remunerated for the travelling and transport distance by the Department. For example, it could happen that due to rain the action could be delayed for as many as three days or more for which the contractor will be remunerated 3xR3300 for delay time or 3x travelling distances depending on which is the least expensive. **Under no circumstances will the Department pay simultaneously for delayed time, cancellation fees and stay- over time.**

(ii) If a specific control action was not set up and could not be executed (cancelled) on a specific day as agreed upon between the authorised official of the Department and the blasting contractor, due to circumstances beyond the contractor control, and the contractor did proceed to collect and transport explosives to the blasting site before the operation was cancelled by the authorised official of the Department, then the blasting contractor will be compensated at a maximum of R 2200,00 per day by the Department for **cancellation fees**. The cancellation fees include all costs incurred by the contractor excluding transport costs.

1.3 If a specific control action must be delayed, the contractor must contact the relevant Inspector of Explosive Materials. The inspector will decide, after all possibilities have been considered, how to deal with the explosives, as to limit any costs to the Department.

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- 1.4 If more fuel explosion control actions are planned in the vicinity during the following few days, it could be expected of the contractors to stay over in order to reduce expenses on behalf of the Department. The authorised official of the Department will request the contractor to remain in the area at which the Department will compensate the contractor R3300 per 24 hour period for **stay over time**, if no fuel explosion operations were launched/ executed during that said period. For example if a fuel explosion was launched on the Monday and the contractor was requested to remain in the area till Wednesday in order to execute a fuel explosion on the Wednesday, the contractor will be compensated R3300 for the Tuesday that he/she remained in the area. However if as in this example the fuel explosion on Monday was delayed due to i.e. rain till Tuesday, the contractor will only be compensated for delay time (Monday till Tuesday).
- 1.5 When the control area has been set-up, and the explosives have to be guarded overnight, the contractor has to appoint security guards (as prescribed by the Inspector on explosive materials) for the period until the explosives can be detonated and therefore the fuel explosion executed. For that the Department will compensate the contractor at a maximum of R1300 per 24-hour period. Where other companies' guards have been used, payment will occur on their invoices only, with a maximum limit of R1500.

2. METHOD OF PAYMENT

- 2.1 Payment will be made after the successful detonation of fuel explosion has been rendered successfully, and submitted detailed invoices as verified by the Director: Climate Change and Disaster Risk Reduction.
- 2.2 Original invoices as per the project and deliverables that substantiate all costs must be provided. The invoices should include the Department's order number that will be provided to the selected service provider upon acceptance of the bid.
- 2.3 Invoices must be sent to:
The Director : Climate Change and Disaster Risk Reduction.
Department of Agriculture, Land Reform and Rural Development
20 Steve Biko Street
Arcadia
PRETORIA

4. CONFIDENTIALITY CLAUSE

The service provider is not to communicate any information with external parties/public regarding the blasting of quelea birds without prior approval of the project manager. It is expected of the supplier to sign a confidentiality agreement and agrees to keep all information confidential.

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5. COMMUNICATION

The contact officials for this project will be Mr. John Tladi (technical support)

For technical inquiries, please contact:

Mr. Mr. J Tladi

Tel: 012 319 6717, E-mail: JohnTL@Dalrrd.gov.za

REQUEST FOR FURTHER INFORMATION

Supply chain management inquiries, please contact:

Ms P Maluleke/Mr F Maseli

Telephone: (012) 312 9518 /8382

E-mail: [Phumzile.Maluleke@dalrrd.gov.za/](mailto:Phumzile.Maluleke@dalrrd.gov.za)

MbulaheniMa@dalrrd.gov.za

6. PUBLICATION

- 21 days' advertisement.
- Departmental Website
- National Treasury's e-Portal

5/2/2/1- DALRRD 0012(2023/2024)

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CLOSING DATE: 29 SEPTEMBER 2023 @ 11:00

NB: THERE WILL BE NO BRIEFING SESSION.

TECHNICAL ENQUIRIES : Mr. J Tladi
TEL : (012) 319 6717
EMAIL : JohnTL@dalrrd.gov.za

BID RELATED ENQUIRIES : Ms P Maluleke/Mr F Maseli
TEL : (012) 312 8366/8382
EMAIL: Phumzile.maluleke@dalrrd.gov.za; Mbulahenima@dalrrd.gov.za

NB: BID CLOSING ADDRESS:
AGRICULTURE PLACE BUILDING, 20 STEVE BIKO STREET, ARCADIA
PRETORIA

PRICING SCHEDULE FOR THE APPOINTMENT OF A BLASTING CONTRACTOR TO SUPPLY FUEL AND TO SET UP AND DETONATE FUEL EXPLOSIONS FOR CONTROL OF QUELEA FOR A PERIOD OF THREE YEARS.

1. *The accompanying information must be used for the formulation of proposals.*
2. *Bidders are required to indicate rates based on the total Estimated cost for all the activities and including expenses inclusive of VAT for the project.*
- 3 **TOTAL BID PRICE** R.....

ITEM DESCRIPTION	First Year	Second Year	Third Year	Total Cost
TRANSPORT COST PER KILOMETER	R.....	R.....	R.....	R.....
LABOUR COST PER CHARGE	R.....	R.....	R.....	R.....
INTEREST ON PRICE OF FUEL PURCHASED	%.....	%.....	%.....	%.....
SUB- TOTAL (Excluding Vat				R.....
15% Vat				R.....
TOTAL(Inclusive of VAT				R.....

NB! The quoted prize must be inclusive of labor, transport and % interest charged for the price of fuel purchased.

Bid Initials
 Bid Signature.....
 Date:.....

Bid No.:

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All other cost that can be associated with the implementation of the project must be inclusive on the total bid price, including subsistence arrangements and any other costs incurred.

Bid Initials
Bid Signature.....
Date:.....