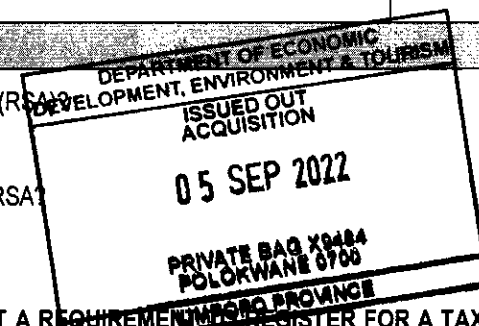


PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)							
BID NUMBER:	EDET 278/22	CLOSING DATE: 04 October 2022	CLOSING TIME:	11:00			
DESCRIPTION	Appointment of a service provider to render Helicopter Services for Aerial Survey and Support for a period of Three (3) years.						
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID/TENDER BOX SITUATED AT THE FOLLOWING ADDRESS:							
LIMPOPO ECONOMIC DEVELOPMENT, ENVIRONMENT AND TOURISM							
19 BICCARD STREET							
POLOKWANE							
0699							
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO				TECHNICAL ENQUIRIES MAY BE DIRECTED TO:			
CONTACT PERSON	MMOLA K.O			CONTACT PERSON	Mr. Kruger J.W		
TELEPHONE NUMBER	015 293 8852/8762/067 414 3134			TELEPHONE NUMBER	083 410 5645		
FACSIMILE NUMBER				FACSIMILE NUMBER			
E-MAIL ADDRESS	MmolaKO@ledet.gov.za			E-MAIL ADDRESS	KrugerJW@ledet.gov.za		
SUPPLIER INFORMATION							
NAME OF BIDDER							
POSTAL ADDRESS							
STREET ADDRESS							
TELEPHONE NUMBER	CODE		NUMBER				
CELLPHONE NUMBER							
FACSIMILE NUMBER	CODE		NUMBER				
E-MAIL ADDRESS							
VAT REGISTRATION NUMBER							
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA		
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX]			[TICK APPLICABLE BOX]			
	☐ Yes ☐ No			☐ Yes ☐ No			
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]							
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]			ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]		
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS							
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				☐ YES ☐ NO			
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				☐ YES ☐ NO			
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				☐ YES ☐ NO			
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				☐ YES ☐ NO			
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				☐ YES ☐ NO			
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.							



PART B

TERMS AND CONDITIONS FOR BIDDING

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

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

SIGNATURE OF BIDDER:

.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:

.....

(Proof of authority must be submitted e.g. company resolution)

DATE:

.....

PRICING SCHEDULE – FIRM PRICES (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 EDET 278/22
Closing Time 11:00	Closing date 04/10/2022

OFFER TO BE VALID FOR 120 DAYS FROM THE CLOSING DATE OF BID.

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY
	** (ALL APPLICABLE TAXES INCLUDED)		

Appointment of a service provider to render Helicopter Services for Aerial Survey and Support for a period of Three (3) years.

R.....

- Required by:
- At:
- 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
*Delivery: Firm/not firm
- 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.

Signature.....

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 2017

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

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

1. GENERAL CONDITIONS

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

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

1.2

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

1.3 Points for this bid shall be awarded for:

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

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

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

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

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

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

5. BID DECLARATION

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

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

- 6.1 B-BBEE Status Level of Contributor: . =(maximum of 10 or 20 points)
(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

7. SUB-CONTRACTING

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

(Tick applicable box)

YES	☐	NO	☐
-----	--------------------------	----	--------------------------

- 7.1.1 If yes, indicate:

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

(Tick applicable box)

YES	☐	NO	☐
-----	--------------------------	----	--------------------------

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

Designated Group: An EME or QSE which is at least 51% owned by:	EME √	QSE √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		

Black people who are military veterans		
OR		
Any EME		
Any QSE		

8. DECLARATION WITH REGARD TO COMPANY/FIRM

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One person business/sole propriety
- ☐ Close corporation
- ☐ Company
- ☐ (Pty) Limited

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

8.6 COMPANY CLASSIFICATION

- ☐ Manufacturer
- ☐ Supplier
- ☐ Professional service provider
- ☐ Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

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

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a

fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –

- (a) disqualify the person from the bidding process;
- (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution.

WITNESSES

1.

2.

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

DATE:

ADDRESS

.....

.....



LIMPOPO

PROVINCIAL GOVERNMENT
REPUBLIC OF SOUTH AFRICA

DEPARTMENT OF
ECONOMIC DEVELOPMENT, ENVIRONMENT & TOURISM

**TENDER SPECIFICATION FOR HELICOPTER
SERVICES FOR AERIAL SURVEYS AND SUPPORT:
DEPARTMENT OF ECONOMIC DEVELOPMENT,
ENVIRONMENT AND TOURISM FOR A PERIOD
THREE (3) YEARS**

1. SERVICES REQUIRED

The Limpopo Department of Economic Development, Environmental and Tourism (hereafter referred to as the LEDET) requires the services of a suitable professional service provider with a suitably experienced pilot to supply and operate a medium sized turbine helicopter for the purpose of conducting aerial surveys, and occasional wildlife management operations for a period of three (3) years.

2. HELICOPTER SPECIFICATIONS

2.1. Medium turbine engine helicopter (±310 Kw)

- Helicopter must be equipped with a satellite tracking device for flight following procedure, linked to an operational emergency reaction plan.
- Helicopter must be equipped with an operational communication system inclusive of a ground to air radio and must provide direct internal communication between the pilot and any passenger.
- Apart from standard safety equipment (seatbelts), the helicopter must be equipped with a safety harnesses for each of the two back seats.
- Helicopter must be equipped with high skids.
- Helicopter must be equipped with a siren for the purpose of flushing wildlife.

2.2. A computer-based game plotting GPS system should be available to plot game, plants and other features onto a data base that can be linked to a GIS mapping system. Should the data capture procedure be complicated, a data capturer should be supplied to operate the system.

2.3. The Make, Model and Registration of the helicopter intended to be used on this contract must be supplied with this Bid.

3. PILOT SPECIFICATIONS

3.1. The pilot operating the helicopters on contract shall be appropriately licensed and rated and must be in the possession of the following valid documents:

- (i) South African Commercial Pilot's License
- (ii) Game and Livestock Cull Rating

Certified copies of both of the above must be submitted with the Bid.

3.2. The pilot flying must be experienced and must have a minimum of 2000 helicopter flying hours, of which a minimum of 1000 hours must be on the type (medium sized turbine helicopter) used for these surveys.

3.3. As the pilot will be actively involved in the counting of game during the census, a minimum of 1000 hours game census experience is required.

- 3.4. The pilot must have adequate experience in flying low level in mountainous terrain.
- 3.5. A summary of the pilot's helicopter flying experience must be submitted with the Bid.
- 3.6. The service provider must provide proof of the information supplied under (3.5).
- 3.7. The names and contact details of two (2) game counting references must be submitted with the Bid document.
- 3.8. The interchanging of pilots during the contract period should be avoided, but however, in the event of unforeseen circumstances, which may necessitate the appointment of another pilot to continue with the service, approval will have to be obtained in advance from LEDET and the replacement pilot must meet exactly the same pilot requirements.

4. SCOPE OF WORK

4.1. Services

Services that need to be rendered by the approved service provider:

- a) Aerial Census Operations (Annexure A)
- b) Crocodile and hippo surveys in the major river systems in the province
- c) Cycad surveys in the mountains of the province
- d) If and when so required, the approved service provider might be requested to assist with flight operations related to:
 - Anti-poaching
 - General law enforcement
 - Emergency wildlife veterinary treatment
 - Wildlife snare removals
 - Emergency response
- e) The successful service provider will be responsible for the helicopter maintenance.
- f) The successful service provider should be the owner of the helicopter/s to be used for these services.
- g) The successful service provider must provide helicopter fuel and all helicopter spare parts.
- h) The successful service must be in possession of a suitable off-road vehicle and trailer to transport fuel in areas where the roads are poor or almost non-existent.

- i) The successful service provider must ensure that in case of helicopter breakdown and if the helicopter cannot be repaired in a 72 hour period, a backup helicopter with same specifications as per the terms of reference must be made available to continue with the required operations. The replacement helicopter must be made available at no additional cost to LEDET.

4.2. Service period, delivery and logistical arrangements

- a) Medium turbine engine helicopter (Game census and crocodile/hippo surveys)

Flying hours required:	Game census , see attached list (annexure A) to determine hours required. Approximately half an hour for each reserve over 1000 hectares should be added for reserve manager orientation.
Service period:	Annual.
Required period of use:	Game census: September/October
Delivery:	State owned nature reserves as per list (annexure A). Other surveys start and finish at Polokwane or at a point which may be mutually agreed upon.

Ferry time for these surveys must be added to the estimates to and back from the delivery areas.

- b) The costs related to any flights undertaken during or between operations, which are related to the service provider / pilot's own purposes, will be for the service provider's own account.
- c) The service provider must arrange accommodation for the pilot and any support crew as accommodation cannot always be guaranteed on the Nature Reserves where the surveys and/or other work are to be conducted. The pilot and support crew must be self-sufficient in terms of food and beverage. These costs should be factored into the bid.

4.3. Certification

- 4.3.1. The approved service provider must be in possession of and provide proof of the following valid documentation issued by the South African Civil Aviation Authority:

- (i) A current Air Operating Certificate, Part 127 indicating:

Class II (non-scheduled public air transport service)

Class III (general air service)

License types: N1 (transport of passengers)

N2 (transport of goods / cargo)

G3 (aerial patrol, observation & survey)

G10 (game and livestock selection, culling, counting and herding)

The registrations of helicopters to be used must appear on the Air Operating Certificate.

- (ii) Air Services License covering game work (G3 and G10).

4.3.2. Certified copies of both of the above must be submitted with the Bid.

4.4. Insurance

4.4.1. The successful service provider must ensure and provide proof that the helicopters supplied under the contract shall be fully insured against loss and damage incidental to manufacture or acquisition, transportation and storage.

4.4.2. The successful service provider must ensure and provide proof that passenger liability insurance be provided and that the following are included in the insurance documentation:

- Third Party Legal Liability cover as per CAA regulations,
- Crew Legal Liability cover (i.e. cover for all essential persons involved in the execution of the service, not passenger/s), and
- Game Counting, Census and Culling (dangerous flying work) being listed in the Permitted Uses section.

4.4.3. The successful service provider shall hold harmless and indemnify the LEDET in respect of all/any loss or damage and/or injury whatsoever and howsoever which may arise from any activity related to the signed contract, notwithstanding that such loss, damage or injury may have resulted from negligence on the part of the LEDET, or its employees.

4.4.4. The successful service provider must ensure that the required insurance shall be maintained for the full contract period.

- 4.4.5. The successful service provider must provide a copy of the relevant insurance documents for each helicopter with the Bid document, providing proof that the cover as described above is available.

5. BIDDING STANDARDS

- 5.1. The service provider must be an existing operator providing a helicopter service with experienced pilots in the wildlife and/or conservation management industry.
- 5.2. The service provider must provide and confirm helicopter base/hanger localities (GPS coordinates), business address and relevant contact details.
- 5.3. The service provider must provide proof of experience to similar services delivered for other conservation institutions.

6. RESPONSIBILITY OF THE LEDET

- 6.1. To provide prospective bidders with information that will assist in submitting the bid.
- 6.2. To brief the service providers of the different locations of the nature reserves. **(Annexure A)**
- 6.3. The LEDET will notify the service provider of sub-standard services. The LEDET reserves the right to terminate the contract should sub-standard service continue.

7. CONTRACT PERIOD

- 7.1. The duration of this service will be for a period 3 years.

8. BID EVALUATION

Bidders will be evaluated in accordance with the supply chain management policies, Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000) and Preferential Procurement Regulations of 2017.

8.1. EVALUATION PHASES

- 8.1.1. Phase 1: Administrative/Pre-check compliance
- 8.1.2. Phase 2: Functionality Evaluation Criteria
- 8.1.3. Phase 3: Price and B-BBEE

8.1.2.1 Phase 1: Administration/Pre-Check Compliance

In this phase all Bids received will be verified for **compliance** and **completeness** of the submitted Bid per the below set of mandatory requirements. Bidders who fail to comply with the below requirements may be eliminated and bidders who comply with the below requirements will progress to the next phase of functionality evaluation.

The below administrative bidding requirements shall be complied with and mandatory documents must be attached before consideration for further evaluation:

Criteria	Requirement	
Tax compliance status	Tax status must be compliant	
Business registration	Entity must be in business (i.e. active status)	
Company registration with central supplier database (CSD)	Bidders must be registered as a service provider on the Central Supplier Database (CSD). If not registered must proceed to complete the registration prior to submitting your proposal. Visit https://secure.csd.gov.za/ to obtain your vendor number.	
In the service of the state status	Bid will not be considered if Shareholders or directors are employed by state /government departments, municipalities, municipal entities, public entities unless approval has been attached.	
Tender defaulting and restriction status	Entity and directors must not be restricted	
Documents that must be submitted	Non-submission will result in disqualification	Requirement
Invitation to Bid – SBD 1	YES	Must be fully completed, signed by the authorized person and submitted with the bid by the closing date and time.
Pricing Schedule – SBD 3.1	YES	Must be fully completed, signed by the authorized person and submitted with the bid by the closing date and time.
Declaration of Interest – SBD 4	YES	Must be fully completed, signed by the authorized person and submitted with the bid by the closing date and time.
Preference Point Claim Form – SBD 6.1	NO	Non-submission will lead to a zero (0) score on BBBEE. Bidders must submit a Certified copy or original of valid BBBEE Status Level Verification

		Certificate issued by SANAS accredited Institutions (not copy of the certified copy and must not be older than three months) to be allocated points or an original sworn affidavit or certificate issued by Companies and intellectual Property Commission (DTI)
Certified Copy of South African Commercial Pilot's License [Clause 3.1 (i)]	YES	Must be submitted with proposal
Certified Copy of Game and Livestock Cull Rating [Clause 3.1(ii)]	YES	Must be submitted with proposal
Proof Pilot's of flying hours on all types of helicopters with special reference to aerial census and game work hours (Certified Copy of Pilot Logbook Hours) [Clause 3.5]	YES	Must be submitted with proposal
Certified Copy of a Valid Air Operating Certificate (AOC) issued by the South African Civil Aviation Authority (SACAA). [Clause 4.3.1(i)]	YES	Must be submitted with proposal
Certified Copy of a Valid Air Services License covering game work(G3 and G10) [Clause 4.3.1(ii)]	YES	Must be submitted with proposal
Helicopter Insurance Cover [Clause 4.4.1]	YES	Must be submitted with proposal
Proof of passenger liability cover [Clause 4.4.2]	YES	Must be submitted with proposal
INFORMATION SHEET (1) (Annexure B)and SHEET (2) (Annexure C)	YES	Must be fully completed and submitted with proposal

NB: Any bidders who did not sign and submit any of the required documents may be disqualified.

8.1.2.2 Phase 2: Functionality evaluation criteria and point allocation

In this phase all Bids that meet all the requirements in terms of compliance and completeness of the submitted proposal per the above set of mandatory requirements (Phase 1) progress to Phase 2 for further evaluation per the below set of **functionality evaluation** criteria:

EVALUATION CRITERIA	WEIGHT	SCORING
Demonstrated (Proof of) experience of the <u>service provider</u> with regards to helicopter flying services rendered to the wildlife industry – mass capture, darting census, culling etc.	10	Service provider's years of experience in the wildlife industry 10 points = + 15 years experience 8 points = 12 – 14 years experience 6 points = 8 – 12 years experience 4 points = 5 – 8 years experience 2 points = 1 – 5 years experience 0 points = Less than 1 year or information inadequate
Proof of Pilot experience related to helicopter flying.	30	Pilot's experience related to helicopter flying 30 points = 10 000 hours and more 20 points = 5000 – 10 000 hours 10 points = 1000 – 5000 hours 0 points = Less than 1000 hours or information inadequate
Proof of Pilot experience (number of hours) on a <u>turbine engine helicopter specifically</u> related to <u>aerial census</u> contracts.	30	Experience on a turbine engine helicopter doing aerial census work. 30 points = 10 000 hours and more 20 points = 5000 – 10 000 hours 10 Points = 1000 – 5000 hours 0 points = Less than 1000 hours or information inadequate
Proof of Pilot experience (number of hours) on a <u>turbine engine helicopter specifically</u> related to <u>low flying in mountainous terrain</u> .	20	Experience on a turbine engine helicopter for low level mountain work. (Search and Rescue, culling, ground surveys, etc.) 20 Points = 3000 hours and more 15 Points = 2000 – 3000 hours 10 Points = 1000 – 2000 hours 0 points = Less than 1000 hours or information inadequate.

EVALUATION CRITERIA	WEIGHT	SCORING
Locality of helicopter hangar/base Bidder's ability to supply a helicopter for emergencies at short notice	10	Service Providers ability to supply helicopter to Polokwane (Central in Province) 10 points = Supply helicopter to Polokwane within 2 hours 7.5 points = Supply helicopter to Polokwane within 2-3 hours 5 points = Supply helicopter to Polokwane within 3-4 hours 2.5 point = Supply helicopter to Polokwane within >4 hours 0 point = No submission of locality of helicopter hangar/base
TOTAL	100	

NB: Qualification Threshold – Bidders must achieve 70% (70 points out of 100) of the functionality evaluation criteria for consideration to the next phase of evaluation. Bidders who fail to comply with the set minimum threshold of 70% WILL be eliminated and bidders who comply with the below, progresses to the next phase of evaluation (i.e. Price and B-BBEE evaluation)

8.1.2.3 Phase 3: Evaluation of Bid proposals using Price and B-BBEE

*All bidders who complied with the set minimum requirements in Phase 2 progress to this final phase of **Price** and **Preference** (B-BBEE) points allocation systems for the recommendation of the successful bidder.*

Criteria	Points
Price	80
BBBEE	20

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

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

Where

P_s = Points scored for comparative price of bid under consideration

P_t = Comparative price of bid under consideration

$P_{\min}$ = Comparative price of lowest acceptable bid

A maximum of 20 points is allocated for B-BBEE Status Level of Contribution
In terms of Regulation 6 (1) of the 2017 Preferential Procurement Regulations, preference points must be awarded to a Service provider for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points(80/20 system)
1	20
2	18
3	16
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

NB: The Bidder who obtains highest total points on PRICE and B-BBEE claimed points shall be awarded the contract.

9. BID AWARD AND CONTRACT CONDITIONS

- 9.1. Any proposal submitted by a consortium or joint venture of two or more firms must be accompanied by the consortium formation document or joint venture agreement, stating the name of the joint venture. Each member of the consortia and joint venture will be held jointly and severally liable for the performance of the consortium or joint venture.
- 9.2. Foreign firms providing proposals must be familiar with local conditions and laws and consider them in preparing their proposals.
- 9.3. Firms may not contact the Department on any matter pertaining to their bid from the time when bids are submitted to the time the contract is awarded. Any effort by a bidder to influence bid evaluation, bid comparisons or bid award decisions in any manner, may result in rejection of the bid concerned.
- 9.4. The Department reserves the rights to appoint more than one service provider.
- 9.5. The Department reserves the right to award the bid in whole, partially or not to award at all.

- 9.6. The Department may, prior to the awarding of an application, cancel or abandon the process:
- a) Due to changed circumstance, there is no longer a need for the services tendered for;
 - b) If funds are no longer available to cover the total envisaged expenditure, or
 - c) If no acceptable tenders are received;
 - d) If there is a material irregularity in the tender process.
- 9.7. No bid may be awarded to any bidder whose tax matters have not been declared by SARS to be in order.
- 9.8. Bidders submitting two or more offers under different names without declaring will be disqualified.
- 9.9. The awarding of this contract is subject to signing of a Service Level Agreement with the Department.
- 9.10. The Department reserve the right to communicate with the shortlisted bidders as and when necessary.
- 9.11. The contract period will be from the commencement date of the contract.
- 9.12. The Department reserves the rights to verify the authenticity of the information provided with SARS.
- 9.13. A bid will not be disqualified from the bidding process if the bidder does not submit a certificate substantiating the B-BBEE status level of contribution or is a non-compliant contributor. Such a bidder will score zero (0) out of a maximum of 20 points for BBEE.
- 9.14. Poor performance will lead to the application of clause 25 of General Condition Contract Policy.

10. COMPLETION OF BID DOCUMENT

The following are minimum requirements for completion of the bid document: -

- 10.1. Bidders are required to complete the entire bid document in terms of the requirements contained herein.
- 10.2. Where the space provided in the bid document is insufficient, separate schedules may be drawn up in accordance with the given formats. These schedules shall then be bound together with suitable contents page and submitted with the bid documents.

- 10.3. All bid documents, certificates, schedules (including additional schedules as mentioned above) and all forms required by this bid must be completed in black ink and signed by the authorized signatory.
- 10.4. Only original bid document shall be accepted.
- 10.5. Bidders shall ensure that there are no missing or duplicated pages. LDARD shall not accept liability in regard to claims by bidders that pages are missing or duplicated.
- 10.6. Correction fluid is not allowed and any cancellation, alteration or amendment on the bid document must be signed for by the authorised signatory.
- 10.7. Completed bid document with supporting documents shall be packaged, bound, sealed, marked and submitted strictly as stipulated in this bid document.

11. BID PRICING INSTRUCTION

- 11.1. Bidders must bid for all the helicopters specified in this tender document.
- 11.2. Bidders must bid on a wet (including fuel) rate per hour flying time basis, which shall be inclusive of all costs, for each of the contract years (2022/23, 2023/24 and 2024/25).
NB: The section of the tender for the game census on state owned nature reserves may be consolidated for determining costs.
- 11.3. Prices must be VAT inclusive.
- 11.4. The bid price must be fixed unless there is a statutory price increase for the duration of the contract.
- 11.5. The price that will be used in the evaluation will be the cumulative price over the 3 year period.
- 11.6. Arithmetic errors will be rectified on the following basis: If there is a discrepancy between the unit price and the total price that is obtained by multiplying and/or adding the unit price and quantity, the unit price shall prevail. If the bidder does not accept the correction of errors, its bid may be rejected.
- 11.7. The onus / responsibility lies with the bidder to ensure that they have taken all the costs and escalations into consideration when compiling bid prices

12. CONFIDENTIALITY

- 12.1. All documents and data provided under this contract shall remain the property of the department, and shall be treated as confidential.

13. PAYMENTS

- 13.1. Payments shall be made in terms of the Public Finance Management Act (Act no 1 of 1999) and other related Acts.

14. VALIDITY PERIOD

- 14.1. All bids submitted by the bidders must be valid for a period of **120 days** from the closing date.

15. ADDRESS AND DEADLINE FOR SUBMISSION OF BIDS

- 14.1. Proposals by service providers must be hand deposited into:

**The Tender Box (Silver Box),
Evridiki Towers,
Department of Economic Development, Environment and Tourism
19 Biccard Street
Polokwane**

16. CONTACTABLE OFFICIALS FOR CLARIFICATION

Technical/Specification Enquiries	Bidding Process
Name: Kruger J. W. E-mail: KrugerJW@ledet.gov.za , Tel. No.: 083 410 5645	Name: Mr. Mmola K.O. E-mail: MmolaKO@ledet.gov.za , Tel. No.: 015 293 8852 / 067 414 3134

ANNEXURE A

List of reserves where game census is required

No.	Reserve	Closest town	Size in hectares	Type of terrain
1	Rust de Winter	Pienaarsrivier	1689	Undulating flat
2	Nylsvlei	Mookgophong	3981	Flat
3	Percy Fyfe	Mokopane	2947	Undulating
4	Witvinger	Mokopane	4502	Mountainous and flat
5	Doorndraai	Mokopane	6847	Ridges and flat
6	Schuinsdraai	Marble Hall	9584	Ridges and flat
7	Mantrombi	Nebo	610	Flat
8	Potlake	Lebowakgomo	2784	Mountainous and flat
9	D'Nyala	Lephalale	7982	Ridges and flat
10	Atherstone	Dwaalboom	23 300	Flat
11	Masebe	Marken	4401	Mountainous
12	Wonderkop	Tolwe	14473	Ridges and flat
13	Langjan	Alldays	4757	Flat
14	Maleboho	Vivo	4759	Mountainous and flat
15	Blouberg	Vivo	9346	Mountainous and flat
16	Nzhelele	Mussina	2121	flat
17	Messina	Mussina	4975	Ridges and flat
18	Nwanedi	Tshipise	8191	Ridges and flat
19	Makuya	Pafuri	13202	Mountainous and flat
20	Hans Merensky	Letsitele	5092	Flat
21	Letaba Ranch	Phalaborwa	29463	Flat
22	Turfloop	Mankweng	554	Flat
23	Man'ombe	Giyani	1384	Mountainous

NB: Please add a half hour per reserve larger than 1000 ha for orientation/inspection flights by the reserve managers.

ANNEXURE B**INFORMATION SHEET (1)****SERVICE PROVIDER:** _____**Number of years' experience in Wildlife Industry:** _____

HELICOPTER HANGAR / BASE	
<u>Physical address</u>	<u>GPS Coordinates</u>
<u>Contact Person</u>	<u>Contact Number</u>

HELICOPTERS TO BE USED ON THIS CONTRACT		
Type	Make and Model	Registration
Small turbine engine helicopter		
Medium turbine engine helicopter		

DEDICATED PILOT	
<u>Full name and Surname</u>	<u>ID number</u>
<u>Contact Number</u>	

REFERENCES		
Contact Person	Organisation	Contact number
Aerial Game Census		
1)		
2)		
General surveys and game work		
1)		
2)		

ANNEXURE C**INFORMATION SHEET (2)**

DEDICATED PILOT HELICOPTER FLYING EXPERIENCE				
Helicopter make and model (Specify)	Total number of hours	Total number of hours: game work	Total number of hours: aerial game census	Total number of hours: low level mountain work
TURBINE ENGINE TYPES				
i)				
ii)				
iii)				
iv)				
v)				
TOTAL TURBINE				
PISTON ENGINE TYPES				
i)				
ii)				
iii)				
iv)				
v)				
TOTAL PISTON				
GRAND TOTAL				

**GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT**

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.

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

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

**8. Inspections,
tests and
analyses**

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

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

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

9. Packing

- 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental services

- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
 - (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and

- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

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

14. Spare parts

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

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

15. Warranty

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

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

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

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

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

- 16. Payment**
- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.
- 17. Prices**
- 17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.
- 18. Contract amendments**
- 18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.
- 19. Assignment**
- 19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.
- 20. Subcontracts**
- 20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.
- 21. Delays in the supplier's performance**
- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard

the intended penalty as not objected against and may impose it on the supplier.

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

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

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

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

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

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

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

**25. Force
Majeure**

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security,

damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

- 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

**26. Termination
for insolvency**

- 26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

**27. Settlement of
Disputes**

- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
 - (b) the purchaser shall pay the supplier any monies due the supplier.

**28. Limitation of
liability**

- 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

- (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
- 29. Governing language** 29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
- 30. Applicable law** 30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
- 31. Notices** 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
- 32. Taxes and duties** 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
- 33. National Industrial Participation Programme (NIP)** 33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.