



destea

department of
economic, small business development,
tourism and environmental affairs
FREE STATE PROVINCE

TENDER DOCUMENT

**PROVISION OF HELICOPTER SERVICES FOR CONDUCTING GAME
MANAGEMENT ACTIVITIES ON FREE STATE PROVINCIAL RESERVES FOR THE
PERIOD OF THREE (3) YEARS**

BID NUMBER: TEE: 02/2025/26

CLOSING DATE: 23 SEPTEMBER 2025

TIME: 11H00 AM

VALIDITY PERIOD: 120 DAYS

SUBMIT TENDER DOCUMENTS TO:

113 St ANDREW STREET

BLOEMFONTEIN, 9301

NAME OF COMPANY/FIRM: _____

MAAA_____

TEE: 02/2025/26: BID SUBMISSION CHECKLIST

Bidders are required to complete the following checklist and to submit it with their bids:

| | | COMPLIANT? (TICK ✓ IN APPROPRIATE BOX) | |
|----------|---|---|----|
| NO | REQUIREMENT | YES | NO |
| 1 | SECTION 1 | | |
| 1.1 | Standard Bidding Documents: | | |
| SBD 1 | Invitation - (Fully completed and signed) | | |
| SBD 4 | Declaration Of Interest - (Fully completed and signed) | | |
| SBD 6.1 | Preference Points Claim Form in terms of the Preferential Procurement Regulations 2022 - (Fully completed and signed) | | |
| SBD 3.2 | Pricing schedule | | |
| 2 | SECTION 2 | | |
| 2.1 | Special Conditions of Contract (SCC) | | |
| 3 | SECTION 3 | | |
| 3.1 | General Conditions of Contract (GCC) | | |

SECTION 1

PART A INVITATION TO BID

| | | | | | |
|--|---|---------------|---|--|--|
| YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY) | | | | | |
| BID NUMBER: | TEE: 02/2025/2026 | CLOSING DATE: | 23 September 2025 | CLOSING TIME: | 11h00 AM |
| DESCRIPTION | PROVISION OF HELICOPTER SERVICES FOR CONDUCTING GAME MANAGEMENT ACTIVITIES ON FREE STATE PROVINCIAL RESERVES FOR THE PERIOD OF THREE (3) YEARS | | | | |
| BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS) | | | | | |
| 113 St Andrew Street | | | | | |
| Bloemfontein | | | | | |
| Ground Floor (Tender Box) | | | | | |
| BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO | | | TECHNICAL ENQUIRIES MAY BE DIRECTED TO: | | |
| CONTACT PERSON | Brandon Bosch | | CONTACT PERSON | Gontse Mocwaledi | |
| TELEPHONE NUMBER | 082 385 3005 | | TELEPHONE NUMBER | 060 968 3186 | |
| FACSIMILE NUMBER | N/A | | FACSIMILE NUMBER | N/A | |
| E-MAIL ADDRESS | boschb@destea.gov.za | | E-MAIL ADDRESS | sebetleg@destea.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 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:

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.

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 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.

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.

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

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

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. GENERAL CONDITIONS

1.1 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
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2 To be completed by the organ of state

(delete whichever is not applicable for this tender).

- a) The applicable preference point system for this tender is the 90/10 preference point system.
- b) The applicable preference point system for this tender is the 80/20 preference point system.
- c) Either the 90/10 or 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.

1.3 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.

1.4 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 |

- 1.5 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.
- 1.6 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. 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 bid 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; and
- (e) “**the Act**” means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\ \\ \mathbf{Ps = 80 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)} & \mathbf{or} & \mathbf{Ps = 90 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)} \end{array}$$

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 or 90 points is allocated for price on the following basis:

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\ \\ \mathbf{Ps = 80 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)} & \mathbf{or} & \mathbf{Ps = 90 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)} \end{array}$$

Where

- Ps = Points scored for price of tender under consideration
Pt = Price of tender under consideration
Pmax = 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 table 1 below 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.

Table 1: Specific goals for the tender and points claimed are indicated per the table below.

| Specific Goals | | Number of points allocated (80/20 system) (To be completed by the organ of state) | Number of points claimed (80/20 system) To be completed by bidder | Proof to be provided to claims points |
|--|---|---|---|--|
| | Persons or category of persons, historically disadvantaged by unfair discrimination on the basis of race, gender or disability. | | | |
| 1. Black ownership (50% black ownership and more) | | 10 | | (i) Sworn Affidavit in the DTIC Format or SANAS accredited B-BBEE Certificate (ii) Companies and intellectual property commission company registration (CIPC) |
| 2. Black Women ownership (50% black women ownership and more) | | 5 | | |
| | | Reconstruction and Development Programme (RDP) Goals | | |
| 3. The promotions of enterprises located in Free State Province. | | 5 | | Municipal Account in the name of the bidder/ lease agreement between the Landlord and bidder - Valid for six (6) months from the date of advertisement |

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm.....

4.4. Company registration number:

4.5. 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]

4.6. 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: | ..... |
| | |
| | |

DESTEA TEE: 02/2025/26:**SBD 3.3****PRICING SCHEDULE**
(Professional Services)

| | |
|-----------------------|-------------------|
| NAME OF BIDDER: | BID NO.: |
| CLOSING TIME: | CLOSING DATE..... |

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

| ITEM NO | DESCRIPTION | BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED) | |
|------------|---|--|-----------------|
| 1. | The accompanying information must be used for the formulation of proposals. | | |
| 2. | Bidders are required to indicate a ceiling price based on the total estimated time for completion of all phases and including all expenses inclusive of all applicable taxes for the project. | R..... | |
| 3. | PERSONS WHO WILL BE INVOLVED IN THE PROJECT AND RATES APPLICABLE (CERTIFIED INVOICES MUST BE RENDERED IN TERMS HEREOF) | | |
| 4. | PERSON AND POSITION | HOURLY RATE | DAILY RATE |
|  | ..... | R..... | ..... |
|  | ..... | R..... | ..... |
|  | ..... | R..... | ..... |
|  | ..... | R..... | ..... |
| 5. | PHASES ACCORDING TO WHICH THE PROJECT WILL BE COMPLETED, COST PER PHASE AND MAN-DAYS TO BE SPENT | | |
|  | ..... | R..... |days |
|  | ..... | R..... |days |
|  | ..... | R..... |days |
| 5.1 | Travel expenses (specify, for example rate/km and total km, class of airtravel, etc). Only actual costs are recoverable. Proof of the expenses incurred must accompany certified invoices. | | |
| | DESCRIPTION OF EXPENSE TO BE INCURRED | RATE | QUANTITY AMOUNT |
| | | | |
| | | | |
| | | | |
| | | TOTAL: R | |

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

- 5.2 Other expenses, for example accommodation (specify, eg. Three star hotel, bed and breakfast, telephone cost, reproduction cost, etc.). On basis of these particulars, certified invoices will be checked for correctness. Proof of the expenses must accompany invoices.

| DESCRIPTION OF EXPENSE TO BE INCURRED | RATE | QUANTITY | AMOUNT |
|---------------------------------------|-------|----------|--------|
| | | | R..... |
| | | | R..... |
| | | | R..... |
| | | | R..... |
| TOTAL: R..... | | | |

6. Period required for commencement with project after acceptance of bid
7. Estimated man-days for completion of project
8. Are the rates quoted firm for the full period of contract?
9. If not firm for the full period, provide details of the basis on which adjustments will be applied for, for example consumer price index.

.....

.....

*YES/NO

.....

.....

.....

.....

***[DELETE IF NOT APPLICABLE]**

Any enquiries regarding bidding procedures may be directed to the –

(INSERT NAME AND ADDRESS OF DEPARTMENT/ENTITY)

Tel:

Or for technical information –

(INSERT NAME OF CONTACT PERSON)

Tel:

1. PURPOSE

The purpose of the bid is to appoint a service provider that will be able to conduct the aerial service related to game management activities for the period of three years (36 months) with the emphasis being on game capture, game counts and culling.

2. BACKGROUND

The Nature Reserve Management Plans indicate that the excess game has to be removed from Nature Reserves annually. The number and species of game that need to be removed are determined after annual game counts are conducted, with aerial game counts being the preferred method to determine the most accurate numbers.

The above operations (aerial game counts, culling and game capture) are of a dangerous, technical and professional nature and thus a suitable helicopter(s) with the requisite capacity and an experienced pilot(s) are required to conduct these activities.

All game capture and culling activities as well as the majority of the aerial counts can be conducted in a safe and cost-effective manner using a Robinson R44 (Raven II) or equivalent 4-seater helicopter.

3. MOTIVATION

Due to the nature of work and the terrain within which most of the game management activities take place, it is essential to utilise a combination of a helicopter and appropriate vehicles. This includes utilisation of a helicopter to conduct game counts in the departmental reserves as an essential activity in the management of the game and maintaining the appropriated stocking rates. Other key activities that utilise services are game capture and game culling, which do not only contribute to game management but also revenue generation.

4. SCOPE OF WORK AND TECHNICAL SPECIFICATIONS

4.1 Scope of work

The Free State Department of Economic, Small Business Development, Tourism and Environmental Affairs (DESTEA) requires the service of a suitable professional service provider with a suitably experienced pilot to provide a helicopter service to assist with game management activities on provincial nature reserves in the Free State Province.

The service provider must supply and operate a Robinson R44 (Raven II) or any equivalent 4-seater helicopter that can achieve the requirements of this tender, for a period of three (3) years.

Services that should be rendered by the approved service provider:

- Aerial support - Game Counting Operations
- Aerial support - Game Culling Operations
- Aerial support - Game Capture Operations

The approved service provider might also be requested to assist with flight operations related to the following:

- Anti-poaching
- Dehorning operations
- Wildlife notching and collaring
- Emergency wildlife veterinary treatment
- Wildlife snare removals
- Emergency response
- Carnivore management

4.2 Helicopter Specifications

- Robinson R44 Raven II or any equivalent 4-seater helicopter that can achieve the requirements of this tender.

- 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 harness for use during darting and culling operations.
- Helicopter must be equipped with a siren for the purpose of flushing wildlife.
- The service provider will be responsible for the maintenance of the helicopter
- The service provider must provide helicopter fuel and all the helicopter spare parts

5. EXPECTED DELIVARABLES AND TIMELINES

| | |
|------------------------|---|
| Flying hours required: | <p>The flying hours will be in line with hunting and culling and capturing season as well as game count and dehorning of animals. The Department will make necessary arrangement with service provider when a need for Helicopter service arise.</p> <p>The service provider will only be compensated for the hours actually flown as requested by Department. In the event that two helicopters are used at the same time, the hours will be counted together and the total hours flown will be agreed upon before invoice is submitted.</p> |
| Service period: | The service provider must be ready to commence work once the Service Level Agreement is signed. |
| Delivery: | <p>Mainly on Koppies Dam NR, Willem Pretorius GR, Erfenis Dam NR, Sandveld NR, Soetdoring NR, Rustfontein Dam NR, Maria Moroka NR, Caledon NR, Tussen die Riviere NR and Gariep NR, Sterkfontein Dam NR and Seekoeivlei NR.</p> <p>Operations might also be required on Bathurst and Kalkfontein Dam NR.</p> |

6. SPECIAL CONDITIONS OF THE BID

6.1 Pilot Specifications

6.1.1) The pilot operating the helicopter 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 Tender.

Proof of the pilot's helicopter flying experience must be submitted with the Tender by attaching a certified copy of his log book with summary of hours as presented at his last flight test (stamped and signed by Grade 1 instructor).

6.1.2) Due to the terrain, game capture in the Free State is conducted using a helicopter assisted by game capture vehicles. Experience in this capture method is essential and the pilot must have a minimum of 500 hours game capture experience.

A minimum of two (2), up to a maximum of four (4) letters of reference for Game Capture activities conducted within the last two years must be submitted with the tender. Contact details of the authors of the letters must be provided.

6.1.3) As the pilot will be actively involved in the counting of game during the counts, experience of aerial game counting is essential and the pilot must have a minimum of 500 hours game counting experience.

A minimum of two (2) up to a maximum of four (4) letters of reference for Game Counting activities conducted within the last two years must be submitted with the tender. Contact details of the authors of the letters must be provided.

6.1.4) The culling of game is a specialised activity and it is essential that the pilot must have at least 100 hours experience in aerial culling operations.

A minimum of one (1) up to a maximum of two (2) letters of reference for Aerial Culling activities conducted within the last two years must be submitted with the tender. Contact details of the authors of the letters must be provided.

6.1.5) 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 the DESTEA.

6.2 Certification

6.2.1) The successful 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)

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

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

6.3 Service Provider - Company Profile and Service Record

6.3.1) The service provider must be an existing operator in the aviation industry, capable of providing a helicopter service with experienced pilots.

6.3.2) The service provider must provide proof of experience with similar services delivered.

The service provider must supply a short (1 page) company profile clearly indicating the number of years that the company has been in business, the type(s) of services offered and a list similar aerial services that the company had been involved with in the last 5 years. Please supply a minimum of two (2) up to a maximum of four (4) letters of reference related to the above services.

6.4 Insurance

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

6.4.2) 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 and
- Game Counting, Census and Culling (dangerous flying work) being listed in the Permitted Uses section.

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

The tenderer must provide a copy of the relevant insurance document with the Tender document, providing proof that the cover as described in above is available.

6.4.4) The successful service provider shall hold harmless and indemnify the DESTEA 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 DESTEA, or its employees.

6.5 Tender Pricing

6.5.1) Tenderers 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.

6.5.2) Prices must be VAT inclusive.

6.5.3) The price that will be used in the evaluation based on the 80/20 principle, will be the cumulative price over the 3 year period.

6.6 Logistical arrangements

- 6.6.1) The tender price must include the transportation of the helicopter from its base to the various Nature Reserves and back. Ferry time will only be compensated for at the quoted hourly tariff while operating within the boundaries of the Free State Province and in accordance with flight paths agreed to by DESTEA.
- 6.6.2) 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.
- 6.6.3) Accommodation for the pilot will be arranged on the Nature Reserves where the capture, counts and/or culling are to be conducted. The pilot will pay for this accommodation according to the applicable approved official tariff. The pilot must provide his own food and beverage.
- 6.6.4) If the operations schedule requires the pilot to be accommodated in any location other than on one of the Nature Reserves, the pilot will be responsible to arrange and pay for his accommodation.
- 6.6.5) The service provider will be responsible for the helicopter maintenance.
- 6.6.6) The service provider must provide helicopter fuel and all helicopter spare parts.
- 6.6.7) The 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 the DESTEA.

7. PAYMENT TERMS

DESTEA undertakes to pay valid tax invoices in full within thirty (30) days for work done to its satisfaction upon presentation of a substantiated tax invoice or claim.

No payment will be made where there is outstanding information or where the service delivered did not satisfy the department (DESTEA), in which case the Professional Service Provider will be requested to rectify the situation to meet the requirements of the department.

Payments to the appointed service provider will be done as part payments, on submission of the relevant invoices and documentation to a maximum of 12 part payments per financial year. This is subject to SCM processes within the Department and may be changed as such depending on the circumstances at the time.

8. ENQUIRIES

There will be **no information session** for the bid but all the enquiries may be addressed to the following officials to provide clarity to the prospective service provider prior to the submission of the bids.

Technical Enquiries

Should the prospective tenderer or bidder require further information or clarity on these, please contact:

Contact Person: Ms. Gontse Mocwaledi
Telephone No. 060 968 3186
E-mail: sebetleleg@destea.gov.za

Supply Chain Management Enquiries

For any supply chain related enquiries, please contact:

Contact Person: Mr. Brandon Bosch
Telephone No. 082 385 3005
E-mail: boschb@destea.gov.za

9. BID DOCUMENT

- The bid will be advertised on the eTender Portal and Tender Bullen where bid document will be available from the 22 August 2025.
- Bid document **CAN BE DOWNLOADED FROM THE E-tender Portal.**
- Bids are to be completed in accordance with the conditions and bid rules contained in the bid documents. Bid documents must be clearly marked TEE: 02/2025/2026.
- Tenders must be deposited in the tender box situated at 113 St Andrew Street, Bloemfontein, 9301, **(Tender box situated at ground floor which accessible during office hours)**. The bid document should be clearly marked on the sealed envelope and must be **submitted** by no later than **11:00** on **Tuesday the 23 September 2025.**
- Please note that bids, which are not deposited in the relevant tender box and / or are deposited after the closing date and time, will not be considered. **Faxed and emailed tenders will not be considered.**
- Bidders are to ensure that all pages of the document are attached.

10. EVALUATION CRITERIA

10.1 This bid shall be evaluated in three stages:

- 10.1.1 **Stage One:** Proposals will be evaluated on compliance with mandatory requirements.
- 10.1.2 **Stage Two:** Proposals will be evaluated on functionality as stipulated on bid
- 10.1.3 **Stage Three:** Proposals will be evaluated on price and specific goals

10.2 Stage one: Compliance with Mandatory Requirements

The bidder's response will be evaluated based on the compliance with Mandatory and Administrative. This phase is not scored and bidders who do not submit acceptable tenders by failing to comply with all the mandatory criteria and conditions will be disqualified:

Mandatory requirements:

- **Central Supplier Database (CSD) Registration.**

- ✓ The Bidders must be registered as a service provider on the Central Supplier Database (CSD). If you are not registered proceed to complete the registration of your company prior to submitting your bid. Refer to <https://secure.csd.gov.za/> to register your company. Ensure that all documentation on the database is updated and valid. Provide a valid Proof of Registration on the National Treasury's Central Supplier's Database (Provide valid MAAA number / CSD Registration Report). Where Consortium/ Joint Venture/ Sub-contractors are involved, each party to register in CSD

- **Tax compliance status.**

- ✓ Bidder(s) must be compliant when submitting a bid to the DESTEA and remain compliant for the entire contract terms with all applicable tax legislation, including but not limited to the Income Tax Act, 1962 (Act No.58 of 1962) and Value Added Tax Act 1991 (Act No.89 of 1991).
- ✓ It is a condition of this bid that the tax matters of the successful bidder are in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations at the point of awarding.
- ✓ The Tax Compliance status requirements are also applicable to foreign bidders/individuals who wish to submit bids.

- **Valid Current Air Operating Certificate (AOC)**

- ✓ Provide a valid Current Air Operating Certificate (AOC) issued by the South African Civil Aviation Authority (SACAA), Part 127 with Air Service Class ii and iii and Types of Air Services G3 and G10.
- ✓ Valid Air Services Licence (Issued by the Air Service Licensing Council of South Africa) in relation to the AOC.

- Bidders/Members/Individuals should not be restricted
- Bidders/Members/Individuals should not be in employment of the State

Administrative requirements:

- Completion of SBD forms

10.3 Stage two: Functionality Evaluation:

- 10.3.1 Functionality will be evaluated on the basis of the responses on the Functionality Questionnaire and supporting documentation supplied by the bidders.
- 10.3.2 The Bids will be evaluated on functionality, whereby potential service providers are **expected to score minimum points of 75 for functionality**. Failure to score the required minimum requirements will lead to disqualification.
- 10.3.3 The **evaluation criteria on functionality** for the helicopter service will be as follows:

| REF | CRITERIA | EVALUATION CRITERIA | POINTS | |
|-----|---|---|--------|----|
| 1 | Pilot's experience related to helicopter flying on type R44 or equivalent | Proof of Pilot experience related to helicopter flying in Robinson R44 or equivalent. | | 20 |
| | | 3 000 hours and more | 20 | |
| | | Between 2000 – 2 999 hours | 15 | |
| | | Between 1000 – 1 999 hours | 10 | |
| | | Between 500 – 999 hours | 5 | |
| | | Less than 500 hours or information inadequate | 0 | |
| | | <i>Proof of the pilot's helicopter flying experience must be submitted with the Tender by attaching a certified copy of the log book with summary of hours as presented at the last</i> | | |

| | | | | |
|----------|--|---|----|-----------|
| | | <i>flight test (stamped and signed by Grade 1 instructor).</i> | | |
| 2 | Pilot's experience conducting game capture | Proof of Pilot experience specifically related to <u>game capture</u> operations. | | 20 |
| | | 2000 hours and more | 20 | |
| | | Between 1 000 – 1 999 hours | 15 | |
| | | Between 500 - 999 hours | 10 | |
| | | Between 200 – 499 hours | 5 | |
| | | Less than 200 hours or information inadequate | 0 | |
| 3 | Pilot experience conducting game counts | Proof of Pilot experience specifically related to <u>game counting</u> operations. | | 20 |
| | | 2 500 hours and more | 20 | |
| | | Between 1 000 – 2 499 hours | 15 | |
| | | Between 500 – 999 hours | 10 | |
| | | Between 200 – 499 hours | 5 | |
| | | Less than 200 hours or information inadequate | 0 | |
| 4 | Pilot experience conducting aerial culling | Proof of Pilot experience specifically related to <u>culling</u> operations. | | 10 |
| | | > 100 hours and more | 10 | |
| | | > 50 – 100 hours | 5 | |
| | | Less than 50 hours or information inadequate | 0 | |
| 5 | Service provider's years of experience in the aviation industry | Demonstrated (Proof of) experience of the <u>service provider</u> with regards to aviation services. | | 10 |
| | | More than 5 years | 10 | |
| | | 2 – 5 years | 5 | |
| | | Less than 2 years or information inadequate | 0 | |

| | | | | |
|----------|---|---|--|-----------|
| | | <i>Proof of involvement with similar services and service excellence.</i> | | |
| 7 | Insurance | Demonstrated (Proof of liability insurance) <ul style="list-style-type: none"> • Proof of insurance – 10 points • No proof of insurance – 0 points | | 10 |
| 8 | CAPACITY OF THE CONTRACTOR TO EXECUTE THE SERVICES | Related Projects <ul style="list-style-type: none"> • Projects from R 500 000 up to R 1 000 000 or higher – 10 Points • Project from R 100 000 up to R499 999 – 5 Points • No Projects – 0 points | | 10 |
| | | <p>Supporting documents required to support the claims above. (Corresponding orders/appointment letters, completion certificates and reference letters for projects must be submitted as proof to support claims made above). Bidders must submit all the requested documents as proof in order to be awarded the points.</p> <p>Notes:</p> <ul style="list-style-type: none"> • <i>All appointment letters / Purchase Orders, completion certificates, and reference letters must be on the letterhead of the employer which is dated, and signed.</i> • <i>Submission of completion certificates without corresponding appointment letters or the submission of appointment letters without corresponding completion certificates will not be considered for scoring purposes, therefore points will be forfeited.</i> • <i>The submission of practical completion certificates without its corresponding appointment letters, and the submission of completion certificates without its corresponding appointment letters will not be accepted.</i> • <i>Failure to complete and sign schedule of the Bidder's Experience will result in the bidder forfeiting these points.</i> <p><i>Only projects which were awarded and completed in the last five (5) years will be considered.</i></p> | | |

| | | | | |
|--|--|--|--|------------|
| | | | | 100 |
|--|--|--|--|------------|

10.3.4 Bidders must, as part of their bid documents, submit supportive documentation for all functional requirements as indicated in the Terms of Reference. The panel responsible for scoring the respective bids will evaluate and score all bids based on their submissions and the information provided.

10.3.5 Bids will firstly be evaluated on functionality (**100 points**) of which bidders must obtain the minimum score of 75 points on functionality, failing which, bidders will be disqualified and will not be considered for further evaluation on 80/20 preference point system.

10.4 Stage three: Evaluation on Price and Specific goals

10.4.1 The 80/20 preference point system will be used to evaluate the bids that have qualified on the functionality with the **75 points** on stage two. The 80/20 preference point system for acquisition of goods or services with Rand value equal to or below **R50 000 000.00**.

10.4.2 The 80/20 preference point system will be implemented as follows:

| | |
|----------------|-------------------|
| Price | 80 points |
| Specific Goals | <u>20 points</u> |
| Total points | 100 points |

10.4.3 To claim points for Specific Goals, bidders to duly completed and signed SBD 6.1 – Preference Points Claim Form in terms of the Preferential Procurement Regulations 2022.

10.4.4 Bidders are required to complete the preference claim form (SBD 6.1), and submit the required documents to claim points for specific goals. A valid B-BBEE

verification certificate issued by a verification agency accredited by the South African Accreditation System (SANAS) or a certified copy of a valid sworn affidavit (DTIC format) signed by the representative and attested by a commissioner of oath.

NB: Certificates issued by IRBA and Accounting Officers have been discontinued and will not be considered.

- 10.4.5 Failure on the part of the Bidder to comply with paragraphs 10.4.4 above will be deemed that points for specific goals are not claimed and will therefore be allocated a zero (0).
- 10.4.6 The service provider with highest points will be recommended for the appointment. The Department reserves the right to appoint one or more service providers.

11. FRONTING

- 11.1 The DESTEA supports the spirit of broad based black economic empowerment and recognizes that real empowerment can only be achieved through individuals and businesses conducting themselves in accordance with the Constitution and in an honest, fair, equitable, transparent and legally compliant manner. Against this background the DESTEA condemns any form of fronting.
- 11.2 The DESTEA, in ensuring that Bidders conduct themselves in an honest manner will, as part of the bid evaluation processes, conduct or initiate the necessary enquiries/investigations to determine the accuracy of the representation made in bid documents. Should any of the fronting indicators as contained in the Guidelines on Complex Structures and Transactions and Fronting, issued by the Department of Trade, Industry and Competition be established during such enquiry / investigation, the onus will be on the Bidder / contractor to prove that fronting does not exist. Failure to do so within a period of 14 days from date of notification may invalidate the bid / contract and may also result in the restriction of the Bidder /contractor to conduct business with the public sector for a period

not exceeding ten years, in addition to any other remedies the DESTEA may have against the Bidder / contractor concerned.

SECTION 2

SECTION 3

THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

July 2010

GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT

July 2010

NOTES

The purpose of this document is to:

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

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

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

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

TABLE OF CLAUSES

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental services
14. Spare parts
15. Warranty
16. Payment
17. Prices
18. Contract amendments
19. Assignment
20. Subcontracts
21. Delays in the supplier's performance
22. Penalties
23. Termination for default
24. Dumping and countervailing duties
25. Force Majeure
26. Termination for insolvency

- 27. Settlement of disputes
- 28. Limitation of liability
- 29. Governing language
- 30. Applicable law
- 31. Notices
- 32. Taxes and duties
- 33. National Industrial Participation Programme (NIPP)
- 34. Prohibition of restrictive practices

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 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 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 document and information; inspection

- 5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

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

7. Performance security

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

8. Packing

- 9.1 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.

9. Delivery and documents

- 9.1 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.

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

10. Transportation

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

11. Payment

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

11.2 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.

11.3 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.

12. Prices

12.1 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.

13. Contract amendments

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

14. Assignment

14.1 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.

15. Subcontracts

15.1 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.

16. Delays in the supplier's performance

- 16.1 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.
- 16.2 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.

17. Penalties

- 17.1 Subject to GCC Clause 19, 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 18.

18. Termination for default

- 18.1 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;
 - (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.
- 18.2 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.

18.3 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.

18.4 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.

18.5 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.

18.6 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.

18.7 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.

19. Force Majeure

19.1 Notwithstanding the provisions of GCC Clauses 17 and 18, the supplier shall not be liable for forfeiture of its performance, 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.

19.2 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.

20. Termination for insolvency

20.1 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.

21. Settlement of Disputes

20.1 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.

20.2 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.

20.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

20.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

20.5 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.

21. Limitation of liability

21.1 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.

22. Governing language

22.1 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.

23. Applicable law

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

24. Notices

24.1 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

24.2 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.

25. Taxes and duties

25.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.

25.2 A local supplier shall be entirely responsible for all taxes and duties 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.

26. National Industrial Participation (NIP) Programme

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

27. Prohibition of Restrictive practices

27.1 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).

27.2 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.

27.3 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.

General Conditions of Contract (revised July 2010)

--End of document---