



forestry, fisheries & the environment

Department:
Forestry, Fisheries and the Environment
REPUBLIC OF SOUTH AFRICA

INVITATION TO BID

BID NUMBER: DFFE-T002 (22/23)

THE APPOINTMENT OF A SERVICE PROVIDER TO SUPPLY AND DELIVER BULK FROZEN, FRESH MEAT AND MEAT PRODUCTS TO DFFE EAST PIER SHED, V & A WATERFRONT, CAPE TOWN FOR USE ON MARION ISLAND, GOUGH ISLAND, AND SANAE (ANTARCTICA) RESEARCH BASES FOR A PERIOD OF FOUR YEARS FOR THE BRANCH OCEAN AND COAST.

Contact persons:

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NATIONAL TREASURY CENTRAL SUPPLIER DATABASE (CSD) REGISTRATION INFORMATION

Company name	Supplier registration number	Unique reference number	
			Main contractor
			Sub-contracted/ joint venture comp 1
			Sub-contracted/ joint venture comp 2

CLOSING DATE OF THE BID: 10 JUNE 2022 AT 11H00

A Non-Compulsory Virtual Briefing Session will be held as follows:

Date: 31 May 2022

Time: 11h00

Please note that the virtual briefing link will be published on the DFFE website and the National Treasury e-tender Portal

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR THE REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	DFFE 22/23 T002	CLOSING DATE: 10 JUNE 2022	CLOSING TIME:	11:00	
DESCRIPTION	THE APPOINTMENT OF A SERVICE PROVIDER TO SUPPLY AND DELIVER BULK FROZEN, FRESH MEAT AND MEAT PRODUCTS TO DFFE EAST PIER SHED, V & A WATERFRONT, CAPE TOWN FOR USE ON MARION ISLAND, GOUGH ISLAND, AND SANAE (ANTARCTICA) RESEARCH BASES FOR A PERIOD OF FOUR YEARS FOR THE BRANCH OCEAN AND COAST.				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
Department of Forestry Fisheries and the Environment; The Environment House					
473 Steve Biko Road; Cnr Soutpansberg and Steve Biko Road, Arcadia Pretoria / Tshwane					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Ms. Ncumisa Mabece		CONTACT PERSON	Mr. Nishendra Devanunthan	
TELEPHONE NUMBER	021-814 8322		TELEPHONE NUMBER	021 405 9482	
FACSIMILE NUMBER	N/A		FACSIMILE NUMBER	N/A	
E-MAIL ADDRESS	nmabece@dffe.gov.za		E-MAIL ADDRESS	ndevanunthan@dffe.gov.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN-BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE A BRANCH IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

PART B

TERMS AND CONDITIONS FOR BIDDING

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

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

SIGNATURE OF BIDDER:

.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:

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

.....

DATE:

.....

PRICING SCHEDULE – FIRM PRICES (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: DFFE 22/23 T002

Closing Time: 11H00

Closing date: 10 JUNE 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)
-------------	----------	-------------	-----------------------------------------------------------------

- 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.

*Delete if not applicable

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 is 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 the table below.

Full Name	Identity Number	Name of State institution

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.

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:

.....

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 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, or 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.

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.

- 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.

.....
Signature	Date
.....
Position	Name of bidder



forestry, fisheries & the environment

Department:
Forestry, Fisheries and the Environment
REPUBLIC OF SOUTH AFRICA

NOTE:

PLEASE BE INFORMED THAT THE MINISTER OF FINANCE HAS, IN TERMS OF SECTION 3 (C) OF THE PPPFA GRANTED THE DEPARTMENT OF FORESTRY, FISHERIES AND THE ENVIRONMENT (DFFE), ITS REQUEST FOR AN EXEMPTION FROM THE PROVISIONS OF THE PPPFA AND REGULATIONS MADE THEREUNDER.

WHILST THE EXEMPTION IS IN EFFECT, THE DEPARTMENT AIMS TO COMPLY ITS' PROCESSES AND PROCEDURES WITH SECTION 217 OF THE CONSTITUTION AND OTHER LEGISLATION APPLICABLE.

TERMS OF REFERENCE

FOR THE APPOINTMENT OF A SERVICE PROVIDER TO SUPPLY AND DELIVER BULK FROZEN, FRESH MEAT AND MEAT PRODUCTS TO DFFE EAST PIER SHED, V & A WATERFRONT, CAPE TOWN FOR USE ON MARION ISLAND, GOUGH ISLAND, AND SANAE (ANTARCTICA) RESEARCH BASES FOR A PERIOD OF FOUR YEARS FOR THE BRANCH OCEAN AND COAST.

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1. PURPOSE

The purpose of this document is to procure the services of a service provider for a period of four (4) consecutive years to provide the following:

- 1.1. Supply Bulk Frozen, Fresh Meat, and Meat Products for a minimum of 3 times a year; or as and when required.
- 1.2. Deliver Frozen, Fresh Meat and Meat products at DFFE East Pier Shed, V & A Waterfront; and
- 1.3. Ensure the cold chain is maintained during the entire process from preparation to delivery.

2. INTRODUCTION AND BACKGROUND

- 2.1. The DFFE is responsible for the management of South Africa's interest in the Southern Ocean and Antarctica. In support of this, the DFFE, Directorate: Southern Oceans and Antarctic Support are periodically undertaking annual relief voyages in the Southern Oceans and Antarctica in order to conduct research, carry out maintenance on the bases infrastructures, replenishment of all stocks and supplies (food, fuel, etc.) and the changeover of over-wintering expedition teams that have an all year round presence at the research stations.
- 2.2. During these expeditions, the availability of Meat and Meat products is required for consumption by the persons occupying the research bases.

3. OBJECTIVES

- 3.1. The objective of the service is to ensure the availability of fresh meat and meat products for each relief voyage undertaken to Antarctica and the Islands. The Service Provider will be required to deliver these Bulk Frozen, Fresh Meat, and Meat products three times a year (March – April; August – September, and November – December) or as and when requested by the Department.

4. SCOPE AND EXTENT OF WORK

- 4.1. The Department seeks to appoint a service provider to ensure that the Bulk Fresh Meat and Meat Products are prepared / cut / processed according to specifications, packaged correctly, clearly labeled, and kept in a frozen state at a temperature not higher than -18 degrees Celsius, delivered and offloaded into the cold storage at the Department's premises located at East Pier Road, V&A Waterfront, Cape Town. The products must be of high quality to withstand the harsh conditions experienced in Antarctica and the islands. These remote locations are near pristine in nature and control and prevention of alien species is a major priority. To this end, all packaging material and specifications are to be fully complied with.

5. EXPECTED DELIVERABLES / OUTCOMES

5.1. PRODUCTS AND DELIVERY SPECIFICATIONS

- 5.1.1. Supply and deliver Bulk Frozen, Fresh Meat, and Meat Products to the SANAP Warehouse situated at East Pier Building, V&A Waterfront, Cape Town as per the list in the annexure.
- 5.1.2. Ensure that all the meat supplies comply with the following requirements and other relevant acts
 - South African Foodstuffs, Cosmetics, and Disinfectants Act No 54 of 1972 or later as amended.
 - Health Act No 63 of 1977 or later as amended
 - Meat Safety Act No 40 of 2000
 - SA Trade Metrology Act No 77 of 1973 or later as amended
 - ISO 22000 certification
 - Where specified, the product must be Halaal Certified (Certificate to be attached) except for specifically listed non-Halaal and Pork products
- 5.1.3. All meat products shall conform to the current SABS, agricultural product standards, and other relevant standards.
- 5.1.4. Ensure all Meat products supplied to the DFFE are of high quality and allow for quality control inspection by the DFFE or its appointed delegate.
- 5.1.5. Supply Halaal products (due to the diversity of the teams) except for the pork and specifically listed non-Halaal products and also have the ability to provide certified Kosher products as and when required. These certified specifications will extend to the handling, packaging, and transport of meat products.
- 5.1.6. Should the successful service provider be strictly Halaal, outsourcing to supply non-Halaal products will also be accepted subject to the outsourced supplier meeting the conditions of the bid.
- 5.1.7. Supply Bulk Frozen, Fresh Meat and Meat Products with the longest possible shelf life (at least for a minimum of 14 months). Any non-compliance should be accompanied by a letter from the manufacturer/s confirming the shelf life of that item.
- 5.1.8. Upon receipt of the official order from DFFE, the supplier shall obtain the meat supplies from State-approved abattoirs and prepared in factories, which comply unconditionally with applicable regulation that include but not limited to Animal Slaughter, Meat and Animal Products Hygiene Act No 87 of 1967 or later as amended. All products must comply with the SA Foodstuffs, Cosmetics and Disinfectants Act No 54 of 1972 or later as amended.

- 5.1.9. Ensure that the processing factory maintain a quality management system such as ISO 22000, which will ensure that all products supplied under this specification are satisfactory in all respects. The quality management system shall be approved by the SABS and proof thereof must be submitted with the bid proposal.
- 5.1.10. Ensure that the premises comply with all relevant government regulations regarding hygiene and health standards of South Africa. The premises shall be maintained in an acceptably hygienic condition to the satisfaction of DFFE or approved representative.
- 5.1.11. Keep their own store /facility clean and free of insects and plant propagules, open foodstuffs, and rubble. The facilities may be subjected to inspection by DFFE environmental control officers or their appointed delegates.
- 5.1.12. Carry out all examinations, measurements, and tests during or after manufacture or processing to ensure that all items are fully in accordance with the specification in Annexures A & B. The DFFE or approved representative shall have the right to witness or verify any examinations, measurements, and tests, which have been carried out.
- 5.1.13. At all times adhere to the quantities and portion sizes as referred to on the meat list any deviation should be proactively communicated and substantiated with a written confirmation from the manufacturer/s for consideration and approval by DFFE.
- 5.1.14. Delivery of items ordered must take place within 10 working days after having received an official purchase order. A penalty of up to 5% of the total order value will be levied against the service provider for non-compliance depending on the severity.
- 5.1.15. Ensure deliveries are made such that all goods may be received and stored during DFFE working hours (07:30 – 15:00) unless otherwise approved by prior arrangement.
- 5.1.16. Provide the necessary manpower during delivery and ensure that the necessary care is taken to avoid transferring undesired potential contaminants into the DFFE storage facility.
- 5.1.17. Replace damaged or expired items due to negligent or incorrect delivery on the part of the service provider at their own expense.
- 5.1.18. Submit upon delivery, fully updated delivery notes of all items delivered to the DFFE and items replaced.
- 5.1.19. Ensure that sufficient time is allocated for an inspection of each delivery by South African Meat Industry Corporation (SAMIC), or other authorities, to satisfy themselves on the following points: (a) Grading, (b) Handling (c) Processing (d) Packaging (e) Storage and (f) Despatching and a list of non-compliant items are recorded immediately and replaced within 48 hours.
- 5.1.20. Submit a detailed invoice for services rendered to the head of Supply Chain Management (SCM) within five (5) days after final delivery

- 5.1.21. Ensure that the appropriate cold chain is maintained at below -18 degrees Celsius up to the delivery of the Bulk Frozen, Fresh Meat, and Meat Products to DFFE stores.

5.2. PRODUCT PACKAGING SPECIFICATIONS

Primary packaging:

- 5.2.1. All grade markings shall be clearly visible on the different cuts.
- 5.2.2. Packaging of meat must be done as per “packaging grams” on the unit price list (see Annex A).
- 5.2.3. All meat products must be frozen and maintained below -18 degrees Celsius after Multi Wrap vacuum packaging (blown bags will not be accepted) and before carton packaging.
- 5.2.4. The cardboard cartons must be labelled, clean, neat, and unbroken on delivery.

Secondary packaging:

- 5.2.5. Packaged products to be packed in approved clean food-grade cardboard cartons:
- 5.2.6. Maximum of 16Kg Glued lid and tray cartons to be double-crossed strapped with tape (see Fig 1).
- 5.2.7. The cardboard carton must be damp-proof and strong enough to resist rough handling and to protect the contents thereof.
- 5.2.8. All cartons must be strapped as per figure 1.

5.3. PRODUCT LABELLING SPECIFICATION

- 5.3.1. The following information must appear on each cardboard container:
- (Please note that these markings should be between 48 - 72 points in lettering size)
- Name of company, Date of packaging, Use by date
 - Nett weight of contents, Product Description
 - Number of portions, User e.g. Gough Island
 - Halaal, Non-Halaal or Kosher, etc.

5.4. TRANSIT, DELIVERY, STORAGE, AND HANDLING

- 5.4.1. During transit, delivery, storage, and handling, from the contractor to the DFFE distribution points and distribution to units, a cold chain below -18 degrees Celsius shall be maintained.
- 5.4.2. In accordance with SABS specification 0156-1979, all meat will be frozen via the quick freeze Nitrogen-tunnel method, which will ensure that the core temperature of the

product remains at –18°C (minus eighteen degrees Celsius) or lower. The following are applicable:

- 5.4.2.1. The freezing process must ensure that the meat is protected from dehydration and discoloration.
 - 5.4.2.2. Cold air must be circulated during freezing to ensure that the core temperature of the product does not rise above –18°C.
 - 5.4.2.3. Product during transit delivery and storage must have a core temperature of –18°C or lower.
 - 5.4.2.4. Transportation shall take place in a refrigerated vehicle provided by the service provider.
- 5.4.3. Receipt of the product above –18°C (core temperature of product) shall result in the rejection of the consignment.
- 5.4.4. During off-loading and handling, conducted by the service provider, any delays should be reduced to a minimum to prevent an increase in product temperature.

6. PERIOD / DURATION OF PROJECT / ASSIGNMENT

- 6.1. The appointed service provider will be appointed for a period of four (4) years from the date of signature of a Memorandum of Agreement by both parties after signing of the contract (service level agreement) / MoA (memorandum of understanding) and an official purchase order will be issued to the service provider.

7. COSTING / COMPREHENSIVE BUDGET

- 7.1. Comprehensive budget (SBD 3.1. and Annexure A – Price Schedule Guidance) must be provided inclusive of all disbursement costs, expenses, and VAT and must be priced in South African Rand (ZAR) inclusive of VAT.
- 7.2. The bidder must ensure the correctness and the price validity of the quote. All price(s) and quantities quoted are at the bidder's risk.
- 7.3. All prices must be inclusive of all direct and indirect costs (i.e. labour and delivery costs).
- 7.4. The quantities reflected in the annexure pricing schedule are for evaluation purposes and average annual quantities for four (4) years and no guarantee is given or implied as to the actual quantities which will be procured during the contract period.
- 7.5. DFFE reserves the right to negotiate with one or more preferred bidder (s) identified in the evaluation process, regarding any terms and conditions, including prices without offering the same opportunity to any other bidder (s) who has not been awarded the status of the preferred bidder (s).

- 7.6. The bidder must complete Annexure A – Price Guideline with price per item. The bidder MUST quote on every item (1 to 36) on the list provided. Failure to quote on every item will render the bid non-responsive.
- 7.7. The bid prices or unit rates in the pricing proposal shall be for the first year period determined from the tender base date and no change during this period will be allowed for escalation.
- 7.8. On every subsequent 12-month anniversary date of the Contract base date the pricing shall be adjusted by the twelve-month year-on-year CPI index (as published in the monthly bulletin PO141. of Statistics South Africa under table B) and fixed at this value for the following 12-month period.
- 7.9. Appointment will be valid for a period of four years, and it would be expected of the service provider to fully execute all instructions issued within this contract period.

8. EVALUATION CRITERIA

- 8.1 The evaluation for this bid will be carried out in three (3) phases:

- Phase 1: Pre-Compliance.
- Phase 2: Mandatory requirements
- Phase 3: Price

8.2 PHASE 1: Pre-compliance or Initial Screening

- 8.2.1 During this phase bid proposal will be evaluated/ reviewed to determine the compliance with SCM returnable documents (standard bidding documents) and Central Supplier Database (CSD) report on the on-table 8.2.2 below. All documents should be submitted with the bid documents at the closing date and time of the bid. Non-completed and unsigned SBDs may result in the bid being disqualified and will not be evaluated further.
- 8.2.2 The following Standard Bidding Documents (SBDs) should be fully completed, signed and submitted with the bid proposal.

Item No.	Administrative Requirements	Check/Compliance
1	Master Bid Document	Provided and bound
2	Electronic Copy (USB)	Same as the master bid document
Included in the Bid Document		
3	SCM – SBD 1 – Invitation to Bid	Completed and signed
4	SCM – SBD 3.1 and Annexure A – Pricing Schedule	Completed
5	SCM – SBD 4 – Bidder's Disclosure	Completed and signed

Item No.	Administrative Requirements	Check/Compliance
6	CSD registration number/ SARS Tax Status Pin and CSD summary report	Attached CSD registration number/SARS PIN and CSD summary report

8.3 PHASE 2: Mandatory Requirements

8.3.1 It is the responsibility of each bidder to ensure that the complete documents are submitted before the closing date and time. Bidders who fail to comply with any of the mandatory requirements will be disqualified and not be evaluated further. The bidder must submit all required documents indicated hereunder,

#	REQUIREMENT (PROOF TO BE ATTACHED)	COMPLY: YES OR NO
1	ISO 22000 Food Safety OR Hazard Analysis and Critical Control Points (HACCP) Certification OR ISO 9001 Quality Management Certification	
2	Bidder (s) are required to demonstrate their relevant past experience and competency of the company in the supply and delivery of Bulk Frozen, meat, and meat products Bidder (s) should submit full details on client letterheads of (3) THREE reliable contactable signed references specifying the following information at a minimum. <ul style="list-style-type: none"> • The goods/services rendered by the bidder in the project, • The project value, • The commencement date and • The duration of the project. 	

All Bidders achieving a “NO” for any of the Mandatory Requirements will be disqualified and will NOT be evaluated further on phase 3 Price

8.4. PHASE 3: Price

8.4.1. Bid will be awarded to a bidder that has tendered the lowest amount on condition that they have complied with the tender requirements set out in the tender document. The bidder will be allocated 100% of the price.

8.4.2. The Department reserves the right not to award the tender to the bidder with the lowest amount and/or highest points.

9. BID SUBMISSION REQUIREMENTS

- 9.1. Bidders should ensure that the following submission requirements, which will be needed for evaluation purposes are included in their bid proposal as follows:
- 9.1.1. The service provider must draft a table of content that will indicate where each document location in the proposal.
 - 9.1.2. The profile of the company and description of similar work undertaken.
 - 9.1.3. Proposal shall consist of one original bid document and must clearly indicate the prices on SBD 3.3 and Pricing Schedule Annexure A.
 - 9.1.4. Project reference specifying the role played by the service provider in the supply and delivery of Bulk Frozen, meat, and meat products.
 - 9.1.5. Attach proof of registration with ISO 22000 Food Safety or Hazard Analysis and Critical Control Points (HACCP) Certification or ISO 9001 Quality Management Certification.
 - 9.1.6. Standard bidding documents (SBD1, 3.3/pricing schedule, and 4).
 - 9.1.7. Copy of Central Supplier Database (CSD) report and/or SARS Tax Compliance Pin.
 - 9.1.8. Letter of Authority to sign documents on behalf of the company, if applicable.

10. LEGISLATIVE FRAMEWORK OF THE BID

10.1. Tax Legislation

- 10.1.1. Bidder must at all times attempt to be compliant when submitting a proposal to DFFE and remain compliant for the entire contract term 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).
- 10.1.2. SARS Tax Status Pin requirements / or Central Supplier Database (CSD) number or report.

10.2. Procurement Legislation

- 10.2.1. DFFE has a detailed evaluation methodology premised on Treasury Regulation 16A3 promulgated under Section 76 of the Public Finance Management Act, 1999 (Act, No. 1 of 1999), the Preferential Procurement Policy Framework Act 2000) Act, No. 5 of 2000) and the Broad-Based Black Economic Empowerment Act, 2003 (Act, No. 53 of 2003).
- 10.2.2. Bidders should be cognisant of the legislation and/or standards specifically applicable to the services.

10.2.3. Bidders are requested to submit a valid B-BBEE Status Level Verification Certificate issued by SANAS, or Accredited Verification Agency; or B-BBEE Certificate issued by CIPC, or Sworn Affidavit commissioned by Commissioner of Oaths together with their bids for **records** by the Department.

10.2.4. In the event that the application is made by a Joint Venture or Partnership, the accreditation credentials in name of joined entity should be submitted. Both members in the joint venture must meet the requirement of the proposal.

11. SPECIAL CONDITIONS OF CONTRACT

- 11.1. On appointment, the performance measures for the delivery of the agreed services will be closely monitored by the Project Manager.
- 11.2. DFFE will not be held responsible for any costs incurred by the service providers in the preparation, presentation, and submission of the proposal.
- 11.3. The Project Manager shall do the ongoing management of the Service Level Agreement (SLA)/ MoA.
- 11.4. All the conditions specified in the General Conditions of Contract (GCC) will apply and where the conditions in the special conditions of contract contradict the conditions in the general conditions of contract the special conditions of contract will prevail.
- 11.5. Letter of Authority to sign documents on behalf of the company, where applicable.
- 11.6. The proposals should be submitted with all required information containing technical information.
- 11.7. Bidders failing to meet pre-compliance and mandatory requirements may be automatically disqualified.
- 11.8. Should the service provider fail to perform, DFFE reserves the right to cancel the appointment of such service provider immediately after a notice has been submitted by DFFE. DFFE also reserves the right to recover the costs incurred.
- 11.9. Successful bidders may be subjected to a security vetting process and clearance before consideration for an award by the Department.
- 11.10. The Department reserves the right to perform inspections to assure supplies and services conform to the prescribed requirements.
- 11.11. DFFE reserves the right to award the contract to one or more than one service provider or only part thereof.

12. SUB-CONTRACTING CONDITIONS/ REQUIREMENTS

- 12.1. In a case a tenderer is intending to sub-contract a portion of work, such tenderer awarded a contract may only enter sub-contracting arrangements with the approval of the department.

- 12.2. In relation to a designated sector, a contractor will not be allowed to subcontract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.

13. PAYMENT TERMS

- 13.1. DFFE undertakes to pay out in full or as per deliverables within 30 (thirty) days all valid claims for work done to its satisfaction upon presentation of a substantiated claim and the required reports stipulated in special conditions.
- 13.2. No payment will be made where there is outstanding delivery requirements are not fulfilled completely.

14. TECHNICAL ENQUIRIES

- 14.1. Should you require any further information in this regard, please do not hesitate to contact:

Name : Mr. Nish Devanunthan
Office Telephone No. : 021 405 9482
E-Mail : ndevanunthan@environment.gov.za

15 A NON-COMPULSORY BRIEFING SESSION

- 15.1 A non-compulsory briefing session (virtual) will be held at a date and time as specified in the advert.

ANNEXURE A PRICE SCHEDULE

ANNEXURE A							
*****AVERAGE QUANTITIES FOR ILLUSTRATIVE PURPOSES ONLY*****							
ITEM	DESCRIPTION	Pack Size (Grams)	Average Order Marion	Average Order Gough	Average Order SANAE	Annual no of packs	Annual total Kgs
HALAAL ITEMS							
1	BEEF SAUSAGE(NIPPI) (Halaal)	1000	180	90	150	420	420
2	Beef Fillet Steak	170	600	500	500	1600	272
3	Beef Oxtail	1000	120	80	50	250	250
4	Beef Rump Steak	330	900	550	800	2250	743
5	Beef T-Bones	350	800	550	900	2250	788
6	Beef Hamburger Patties	125	500	600	900	2000	250
7	Beef Diced	1000	200	85	150	435	435
8	Beef Topside Mince	1000	250	120	300	670	670
9	Beef Tenderized Steak	1000	200	120	180	500	500
10	Beef SCHNITZEL	150	400	482	700	1582	237
11	Beef Raw, Green, Clean Tripe	1000	15	11	11	37	37
12	Beef Trotters	1000	15	11	11	37	37
13	Beef Offal	1000	15	11	11	37	37
14	BEEF PRESSED (COLD MEATS)	1000	20	15	20	55	55
15	Mutton Legs	3000	36	39	60	135	405
16	Mutton Raised Shoulder	2000	100	44	60	204	408

ANNEXURE A							
*****AVERAGE QUANTITIES FOR ILLUSTRATIVE PURPOSES ONLY*****							
ITEM	DESCRIPTION	Pack Size (Grams)	Average Order Marion	Average Order Gough	Average Order SANA E	Annual no of packs	Annual total Kgs
17	Mutton Rib Chops	1000	360	193	250	803	803
18	Mutton Trotters (Cleaned)	1000	15	22	10	47	47
19	Mutton Trotters (Cleaned)	1000	10	22	10	42	42
20	Mutton Offal	1000	10	22	10	42	42
21	Chicken Livers	500	120	26	40	186	93
22	Chicken Fillets	2000	260	90	120	470	940
23	Crumbed Chicken Burger's	120	300	200	250	750	90
24	Chicken Polony	1000	20	10	15	45	45
25	Viennas Red (Cold Meats)	1000	60	36	30	126	126

ANNEXURE A – PRICE SCHEDULE (Cont.)

ANNEXURE: A BULK FROZEN, FRESH MEAT REQUIREMENTS AS PER SPECIFICATIONS IN ANNEX A FOR THE PERIOD OF FOUR YEARS			
#	DESCRIPTION	PACKAGING REQUIRED BY DFFE IN GRAMS	QUOTE ON PRICE PER PACKAGING (Rands)
HALAAL PRODUCTS (1 to 25)			
1	BEEF SAUSAGE(NIPPI) (Halaal)	1000	
2	BEEF FILLET STEAK	170	
3	BEEF OX-TAIL	1000	
4	BEEF RUMP STEAK	330	
5	BEEF T-BONES	350	
6	BEEF HAMBURGER PATTIES	125	
7	BEEF DICED	1000	
8	BEEF TOPSIDE MINCE	1000	
9	BEEF TENDERIZED STEAK	1000	
10	BEEF SCHNITZEL	150	
11	BEEF RAW, GREEN, CLEAN TRIPE	1000	
12	BEEF TROTTERS (CLEANED)	1000	
13	BEEF OFFAL (LIVER, KIDNEY, HEART, TONGUE)	1000	
14	BEEF PRESSED (COLD MEATS)	1000	
15	MUTTON LEGS	3000	
16	MUTTON RAISED SHOULDER	2000	

ANNEXURE: A BULK FROZEN, FRESH MEAT REQUIREMENTS AS PER SPECIFICATIONS IN ANNEX A FOR THE PERIOD OF FOUR YEARS

#	DESCRIPTION	PACKAGING REQUIRED BY DFFE IN GRAMS	QUOTE ON PRICE PER PACKAGING (Rands)
17	MUTTON RIB CHOPS	1000	
18	MUTTON RAW, GREEN, CLEAN TRIPE	1000	
19	MUTTON TROTTERS (CLEANED)	1000	
20	MUTTON OFFAL (LIVER, KIDNEY, HEART, TONGUE)	1000	
21	CHICKEN LIVERS	500	
22	CHICKEN FILLETS	2000	
23	CHICKEN BURGERS, CRUMBED	125	
24	CHICKEN POLONY (COLD MEATS)	1000	
25	VIENNAS RED (COLD MEATS)	1000	
NON-HALAAL PRODUCTS (26 to 36)			
26	BEEF BOEREWORS (Non-Halaal)	1000	
27	BACON VACUUM PACK ENTERPRISE OR EQUIVALENT	500	
28	PORK RIB CHOPS	1000	
29	PORK LEGS	3000	
30	PORK SAUSAGES ESKORT OR EQUIVALENT	1000	
31	PORK SPARERIBS	500	
32	PORK TROTTERS (CLEANED)	1000	
33	SALAMI CERVELAT	1000	

ANNEXURE: A BULK FROZEN, FRESH MEAT REQUIREMENTS AS PER SPECIFICATIONS IN ANNEX A FOR THE PERIOD OF FOUR YEARS			
#	DESCRIPTION	PACKAGING REQUIRED BY DFFE IN GRAMS	QUOTE ON PRICE PER PACKAGING (Rands)
34	VIENNAS SMOKED	1000	
35	SANDWICH HAM	1000	
36	FRENCH POLONY	1000	
TOTAL:			

ANNEXURE B – SPECIFICATIONS FOR FRESH MEAT

ANNEXURE B			
SPECIFICATIONS FOR FRESH MEAT			
BEEF			
TYPE	WEIGHT	SIZE	GRADE
T-BONE STEAK	300 – 350G		AAA222 (A2)
	INDIVIDUALLY PACKED		
RUMP STEAK	300 – 330G	25 MM THICK	AAA222 (A2)
	INDIVIDUALLY PACKED		
FILLET STEAK	150 – 170G	25 MM THICK	AAA222 (A2)
HAMBURGER PATTIES (PURE BEEF)	110 – 125G		BBB333 (B3)
			(MAXIMUM FAT 15%)
LEAN TOPSIDE MINCE	1KG PACKETS		BBB333 (B3)
			(MAXIMUM FAT 10%)
DICED BEEF	1KG PACKETS	20 X 20MM	BBB333 (B3)
			(BONELESS)
BOEREWORS (90% MEAT)	1KG PACKETS	28 - 35	NO SOYA
		CASING CALIBRATION	
OX TAIL	1KG PACKETS	CUT IN SECTIONS AT JOINTS; TIP EXCLUDED	BBB222 (B2)
SCHNITZEL (CUT OUT OF TOPSIDE 45° AGAINST GRAIN)	120 – 150G	5MM THICK	AAA222 (A2)
TENDERIZED STEAK	1 KG PACKETS		BBB333 (B3) (BONELESS)
RAW, GREEN, CLEAN TRIPE (STOMACH)	1 KG PACKETS	CUT IN 50x50MM PIECES	A2
TROTTERS (CLEANED)	1 KG PACKETS	CUT IN 25MM THICK PIECES	A2

ANNEXURE B			
SPECIFICATIONS FOR FRESH MEAT			
OFFAL (LIVER, KIDNEY, HEART, TROTTER, TONGUE)	1 KG PACKETS	DICED IN 2MM x 2MM x 3MM PIECES	A2
MUTTON			
RIB CHOPS	125 – 135G	20MM THICK	BBB222 (B2)
	1KG PACKETS		
RAISED SHOULDER BONED	2KG PACKETS	WHOLE	BBB222 (B2)
LEGS, WITHOUT SHIN	3KG PACKETS	WHOLE	BBB222 (B2)
RAW, GREEN, CLEAN TRIPE (STOMACH)	1 KG PACKETS	CUT IN 50MMx50MM PIECES	B2
TROTTERS (CLEANED)	1 KG PACKETS	MINIMUM 10MM to MAXIMUM 40MM THICK PIECES	B2
OFFAL (LIVER, KIDNEY, HEART, TROTTER, TONGUE)	1 KG PACKETS	DICED IN 2MM x 2MM x 3MM PIECES	B2
PORK			
LEGS WITHOUT SHANK	3KG PACKETS	WHOLE	XO
RIB CHOPS	130 – 150G	20MM THICK	XO (MAXIMUM 7MM FAT)
	1KG PACKETS		
SPARERIBS	400 – 500G		XO
SAUSAGES (ESKORT OR EQUIVALENT) MINIMUM 75% MEAT	1KG PACKETS		NO SOYA
BACON (RINDLESS SHOULDER)	500G PACKETS		
TROTTERS (CLEANED)	1 KG PACKETS	CUT IN 25MM THICKNESS	XO
CHICKEN			
FILLETS (VACUUM PACKED)	100 – 120 G	4PKTS PER CARTON	A GRADE

ANNEXURE B			
SPECIFICATIONS FOR FRESH MEAT			
	2KG PACKETS	5 – 8 MM THICK CARTON	
LIVERS	500G PACKETS	20X 500G PER CARTON	

THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

July 2010

GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

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

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

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

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General Conditions of Contract

1. Definitions

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

RSA.

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

obligations of the supplier covered under the contract.

- 1.25 “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.

2. Application

- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

4. Standards

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

5. Use of contract documents and information; inspection.

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

6. Patent rights

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

7. Performance security

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

8. Inspections, tests and analyses

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

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

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

9. Packing

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

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental services

- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

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

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

14. Spare parts

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

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

15. Warranty

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

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

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

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

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take

such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the

supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

23.4 If a purchaser intends imposing a restriction on a supplier or any

person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

may be due to him

25. Force Majeure

- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

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

27. Settlement of Disputes

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

28. Limitation of liability

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

	(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
29. Governing language	29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
30. Applicable law	30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
31. Notices	<p>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</p> <p>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.</p>
32. Taxes and duties	<p>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.</p> <p>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.</p> <p>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.</p>
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.
34 Prohibition of Restrictive practices	<p>34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).</p> <p>34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.</p>

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



DEPARTMENT OF ENVIRONMENTAL AFFAIRS

BAS ENTITY MAINTENANCE FORM

Head Office Only

Date Received _____
Safetynet Capture _____
Safetynet Verified: _____
BAS/LOGIS Capt _____
BAS/LOGIS Auth _____
Supplier No. _____

The Director General

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

I/we understand that the credit transfers hereby authorised will be processed by computer through a system known as "ACB - Electronic Fund Transfer Service", and I/we understand that no additional advice of payment will be provided by my/our bank, but that the details of each payment will be printed on my/our bank statement or any accompanying voucher. (This does not apply where it is not customary for banks to furnish bank statements).

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

This authority may be cancelled by me/us by giving thirty days notice by prepaid registered post.

Please ensure information is validate as per required bank screens .

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

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

Company / Personal Details

Registered Name

Trading Name

Tax Number

VAT Number

Title:

Initials:

Full Names

Surname

Persal Number

Address Detail

Address

(Compulsory if Supplier)

Physical

Postal

Postal Code

New Detail

☐ New Supplier information ☐ Update Supplier information

Supplier Type:

☐

Individual

☐

Department

☐

Partnership

☐

Company

☐

Trust

☐

CC

☐

Other (Specify)

Department Number

Supplier Account Details (To be Verified by the bank, please attach bank letter or 3 months bank statement)	
Supplier Name	
Supplier Address	
Supplier Phone	
Supplier Email	
Supplier Bank Name	
Supplier Bank Address	
Supplier Bank Phone	
Supplier Bank Email	
Supplier Bank Account Number	
Supplier Bank Branch	
Supplier Bank Statement	

(Please note that this account MUST be in the name of the supplier. No 3rd party payments allowed).

[illegible][illegible]

Branch Name	

[illegible]

Bank screen info

ABSA-CIF screen

FNB-Hogans system on the CIS4/CUPR

STD Bank-Look-up-screen

Nedbank- Banking Platform under the Client Details Tab

Account Type	Cheque Account
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Account Type	
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<input type="checkbox"/>	Savings Account
<input type="checkbox"/>	Transmission Account
<input type="checkbox"/>	Bond Account
<input type="checkbox"/>	Other (Please Specify) <div></div>

Account Type	Cheque Account
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	Savings Account
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	Transmission Account
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	Bond Account
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	Other (Please Specify)	
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Company Registration Number				/						/			
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*Please include CC/CK where applicable

Bank Stamp

Supplier Contact Details	
Supplier Name	
Supplier Address	
Supplier Phone	
Supplier Email	
Supplier Website	
Supplier Contact Person	
Supplier Contact Title	
Supplier Contact Department	
Supplier Contact Country	
Supplier Contact City	
Supplier Contact State	
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Business																							
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Area Code	Telephone Number	Extension
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Area Code	Telephone Number	Extension
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Area Code	Telephone Number	Extension
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Home

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Area Code	Telephone Number	Extension
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Area Code	Telephone Number	Extension
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Area Code	Telephone Number	Extension
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[illegible]

Area Code	Fax Number
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Area Code	Fax Number
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[illegible]

Cell Code	Cell Number
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Cell Code	Cell Number
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Email Address	
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Contact Person:	
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	Supplier Signature

	Print Name

		/			/				

Date (dd/mm/yyyy)

NB: All relevant fields must be completed