



forestry, fisheries
& the environment

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

INVITATION TO BID

BID NUMBER: DFFE-T094 (22/23)

THE APPOINTMENT OF A SERVICE PROVIDER TO SUPPLY AND DELIVER SPARES, SERVICE, REPAIR, AND OVERHAUL EARTHMOVING AND CONSTRUCTION EQUIPMENT (YELLOW PLANT) FOR A PERIOD OF FORTY-EIGHT (48) MONTHS FOR THE BRANCH: OCEAN AND COASTS

Contact person:

Name: Mr. Willem Boshof

Telephone No. 021 405 9418/ 082 412 4293

E-Mail: wboshoff@dfpe.gov.za

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

INITIAL CLOSING DATE OF THE BID: 31 JANUARY 2023 AT 11H00

INFORMATION SESSION:

A non-compulsory information session will be held to provide clarity to the interested bidders to clarify the scope and extent of the work. The bidders will have the opportunity to ask questions where needed.

The information session will be held as follows:

Date: 18 January 2023

Time: 11:00

MS Teams Link: <https://protect->

[za.mimecast.com/s/dlY5CoYKIASX96r2S1e4A5?domain=teams.microsoft.com](https://protect-za.mimecast.com/s/dlY5CoYKIASX96r2S1e4A5?domain=teams.microsoft.com)

Meeting ID: 319 838 301 211

Passcode: tXo57q

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	DFFE-T094 (22-23)	CLOSING DATE: 31 JANUARY 2023	CLOSING TIME:	11:00	
DESCRIPTION	THE APPOINTMENT OF A SERVICE PROVIDER TO SUPPLY AND DELIVER SPARES, SERVICE, REPAIR, AND OVERHAUL EARTHMOVING AND CONSTRUCTION EQUIPMENT (YELLOW PLANT) FOR A PERIOD OF FORTY-EIGHT (48) MONTHS FOR THE BRANCH: OCEAN AND COASTS				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
Department of Forestry, Fisheries and the Environment					
63 Strand Street					
Cape Town					
8000					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Ms. Ncumisa Mabece		CONTACT PERSON	Mr. Willem Boshof	
TELEPHONE NUMBER	021 493 7239		TELEPHONE NUMBER	021 405 9418/ 082 412 4293	
FACSIMILE NUMBER	N/A		FACSIMILE NUMBER	N/A	
E-MAIL ADDRESS	nmabece@dffe.gov.za		E-MAIL ADDRESS	wboshoff@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] ☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX] ☐ Yes ☐ No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		☐ Yes ☐ No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? ☐ YES ☐ NO					
DOES THE ENTITY HAVE A BRANCH IN THE RSA? ☐ YES ☐ NO					
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? ☐ YES ☐ NO					
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? ☐ YES ☐ NO					
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? ☐ YES ☐ NO					
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

PART B

TERMS AND CONDITIONS FOR BIDDING

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

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

SIGNATURE OF BIDDER:

.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:

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

.....

DATE:

.....

PRICING SCHEDULE – FIRM PRICES (PURCHASES)

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

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

Name of bidder:.....	Bid Number: DFFE-T094 (22-23)
Closing Time: 11H00	Closing date: 31 JANUARY 2023

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)
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DESCRIPTION: THE APPOINTMENT OF A SERVICE PROVIDER TO SUPPLY AND DELIVER SPARES, SERVICE, REPAIR, AND OVERHAUL EARTHMOVING AND CONSTRUCTION EQUIPMENT (YELLOW PLANT) FOR A PERIOD OF FORTY-EIGHT (48) MONTHS FOR THE BRANCH: OCEAN AND COASTS

- 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

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

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

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

1. GENERAL CONDITIONS

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

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

1.2

- a) The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable; or

1.3 Points for this bid shall be awarded for:

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

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

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

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

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

2. DEFINITIONS

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **“prices”** includes all applicable taxes less all unconditional discounts;
- (h) **“proof of B-BBEE status level of contributor”** means:
 - 1) B-BBEE Status level certificate issued by an authorized body or person;
 - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. POINTS AWARDED FOR PRICE

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

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

80/20

or

90/10

$$P_s = 80 \left(1 - \frac{Pt - P_{\min}}{P_{\min}} \right) \quad \text{or} \quad P_s = 90 \left(1 - \frac{Pt - P_{\min}}{P_{\min}} \right)$$

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

P_{min} = Price of lowest acceptable bid

4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

- 4.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

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

5. BID DECLARATION

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

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

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

7. SUB-CONTRACTING

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

(Tick applicable box)

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

- 7.1.1 If yes, indicate:

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

(Tick applicable box)

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

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

Designated Group: An EME or QSE which is at least 51% owned by:	EME √	QSE √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		

Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

8. DECLARATION WITH REGARD TO COMPANY/FIRM

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

8.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

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

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in

paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;

iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –

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

WITNESSES

1.
2.

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

DATE:

ADDRESS

.....

.....



**forestry, fisheries
& the environment**

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

THE DEPARTMENT OF FORESTRY, FISHERIES, AND THE ENVIRONMENT (DFFE) AS AN ORGAN OF STATE SUBSCRIBES TO AND PROPAGATES BOTH THE NOTION OF BROAD-BASED BLACK ECONOMIC EMPOWERMENT ACT, 2003 (Act No. 53 of 2003) (BBBEE), THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 (Act No. 5 of 2000) AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.

TERMS OF REFERENCE

FOR THE APPOINTMENT OF A SERVICE PROVIDER TO SUPPLY AND DELIVER SPARES, SERVICE, REPAIR, AND OVERHAUL EARTHMOVING AND CONSTRUCTION EQUIPMENT (YELLOW PLANT) FOR A PERIOD OF FORTY-EIGHT (48) MONTHS FOR THE BRANCH: OCEAN AND COASTS

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1 PURPOSE

- 1.1. To appoint a service provider for a period of forty-eight (48) months to provide the following services:
 - 1.1.1. Maintenance, repairs, and modifications to earthmoving and construction equipment and associated components.
 - 1.1.2. Provide a certified technician to accompany the annual Antarctic summer expedition.
 - 1.1.3. Render cold weather operator training to over-wintering expedition members on Caterpillar and Challenger machines.
 - 1.1.4. Collect and deliver the machines from and to DFFE East Pier Shed 1, V&A Waterfront.

2 INTRODUCTION AND BACKGROUND

- 2.1. The DFFE is responsible for the management of South Africa's interests in the Southern Ocean and Antarctica. In support of this, the Directorate: Southern Oceans and Antarctic Support operate seven (7) earth-moving and seven (7) agricultural machines of the Caterpillar and Challenger brand. The machines are operated in Antarctica and are used for logistics and transport purposes but, when needed, are used for search and rescue. Fourteen (14) Caterpillar and Challenger machines are specially modified to operate in sub-zero Antarctic conditions. These machines operate in remote areas where they not only serve as cargo-hauling machines but also as a place of shelter for the operators from the extreme environment.
- 2.2. To maintain a high level of machine serviceability, the DFFE implemented a preventative maintenance policy that requires each machine to return to South Africa every three years. Eleven (11) of the machines are in operation in excess of twenty-six (26) years and due to normal mechanical wear and tear are, at this stage, in need of major repairs to critical components. Annually, three to four machines return to South Africa for repairs and maintenance. From time to time the number of machines returning to South Africa may increase due to unforeseen failures.
- 2.3. These machines are technically highly advanced, and it is therefore required that the over-wintering expedition teams to Antarctica receive training on machine maintenance and operating in extremely cold and windy conditions prior to their departure for Antarctica.
- 2.4. South Africa's Antarctic base, SANAE IV, is some 250 km inland of the ice edge (shelf), built on a rocky outcrop (800 meters above sea level) named Vesleskarvet. The S.A. Agulhas II with its multi-purpose and ice-strengthened hull sails through the ice until she reaches the ice shelf where

- the cargo is discharged via the ship's crane to the top of the 30-meter ice shelf and the personnel is transferred by two helicopters.
- 2.5. Antarctica is a continent of extremes (coldest, highest, windiest, etc.). Operational conditions here are far from ideal. The machines operate in temperatures as low as -30°C (absolute minimum for Antarctic summer) and winds of up to 40 knots, with very low humidity and low visibility.

3 OBJECTIVES OF THE PROPOSAL

- 3.1. The objective of this project is to ensure a high level of machine serviceability and a reliable fleet of Caterpillar and Challenger machines.
- 3.2. To ensure that proper training is provided to the technical overwintering teams pre-departure, as well as in Antarctica, to utilise and maintain these machines safely and effectively in this harsh environment.
- 3.3. To have an onsite Caterpillar and Challenger certified technician to assess the state of each machine and provide a report in order to plan the maintenance schedule.

4 SCOPE AND EXTENT OF WORK

- 4.1. Specific deliverables pertaining to machine maintenance and modifications:
- 4.1.1. All Caterpillar and Challenger machines and associated components must be serviced, repaired, and tested according to the manufacturer's specifications.
- 4.1.2. Perform a complete technical analysis to determine and report on the state of all machines returned from Antarctica. This analysis would include *inter alia*:
- a) Taking oil samples of all machine components.
 - b) Performing visual inspections and recording defects.
- 4.1.3. A comprehensive technical advisory service capacity is required for consultation purposes before the repair of any vehicle can be carried out.
- 4.1.4. A full, detailed report on work done and spare components used must be made available to the technical representative of the DFFE with every approved repair.
- 4.1.5. All spare components must be genuine Caterpillar and Challenger components and, where refurbishment has taken place, the refurbished components must comply with Caterpillar and Challenger specifications and carry the same warranty as the new component.

- 4.1.6. All artisans must be Caterpillar and Challenger certified qualified technicians (bidder must provide proof) to carry out maintenance and repair on the following Caterpillar and Challenger models:
 - a) D4E, D6H, CHALLENGER 65B, 65C, DV87 and MT800 series Caterpillar and Challenger products.
- 4.1.7. All metal work must be performed by skilled boilermakers and welders. Proof of qualifications must be supplied.
- 4.1.8. The service provider must be able to provide critical spare components within seven (7) days of request.
- 4.1.9. The service provider must provide safe storage facilities for the machines (for approximately ten (10) months from the time of arrival in Cape Town until delivery to East Pier Shed 1, V&A Waterfront and carry the liability for that period.
- 4.1.10. Repair and testing facilities must be Caterpillar and Challenger certified for D4E, D6H, CHALLENGER 65B, 65C, DV87, and MT800 series Caterpillar and Challenger machines.
- 4.1.11. The machines for repair will be collected at East Pier Shed 1, V&A Waterfront within one (1) week after the return of the ship from the Antarctic expedition. The bidder will be informed well in advance when the ship will be back in the harbour.
- 4.1.12. The bidder will deliver the vehicles to East Pier Shed 1, V&A Waterfront after all maintenance, repairs, and modifications agreed to, are performed. The bidder will be informed well in advance of the delivery date.
- 4.1.13. The bidder will assume the full risk for the machines whilst in transit.
- 4.1.14. Inspections by DFFE will be done on a weekly basis until repairs and modifications have been completed.

4.2. SPECIFIC DELIVERABLES PERTAINING TO CERTIFIED CATERPILLAR AND CHALLENGER TECHNICIAN

- 4.2.1. A certified trained technician, recognised and approved by the Original Equipment Manufacturer, is required to accompany the DFFE annual summer voyages to Antarctica to perform onsite maintenance.
- 4.2.2. The technician must be qualified and have Caterpillar and Challenger experience in order to maintain and repair Caterpillar series D4E, D6H, and Challenger series 65B, 65C, DV87, and MT800 (supply proof of Caterpillar and Challenger qualifications).

- 4.2.3. The technician must be conversant with the cold weather starting and operation procedure of the machines and associated components.
- 4.2.4. The technician must be prepared to work under extreme temperature conditions as low as -30°C .
- 4.2.5. The technician will be required for a period between seventy (70) and one hundred (100) days during which the technician will not be able to return to South Africa, except in extreme medical emergencies relating to his/her person.
- 4.2.6. The technician will be required to work overtime when the need arises.
- 4.2.7. The technician will be required to generate a report on each machine and associated components within thirty (30) calendar days of his/her return to South Africa. The report must be submitted to the DFFE before any payment will be made.
- 4.2.8. The technician must pass a prescribed medical test for every Antarctic expedition and the service provider will be responsible for the cost of the prescribed medical test.
- 4.2.9. The technician will be responsible for the cost of all personal telephone calls, faxes, and e-mails.
- 4.2.10. Any protective clothing that exceeds the standard issue size of 4XL will need to be provided by the bidder and will become the property of the bidder.
- 4.2.11. The technician will report directly to the Departmental mechanical leader of the Antarctic summer expedition.
- 4.2.12. The technician must be in possession of a valid passport.
- 4.2.13. All cold-weather clothing up to size 4XL will be issued by the DFFE but must be returned within two (2) days after the ship has returned from the summer expedition. Thermal underwear and any clothing that touches the skin of the person need not be returned.
- 4.2.14. The DFFE will supply food and accommodation for the period of the Antarctic summer expedition.
- 4.2.15. The technician must adhere to all Departmental biosecurity, environmental (including fuel spill prevention, containment, and clean-up, etc.) and safety protocols in Antarctica.

4.3. SPECIFIC DELIVERABLES PERTAINING TO COLD WEATHER TRAINING ON CATERPILLAR AND CHALLENGER MACHINES AND ASSOCIATED COMPONENTS OPERATING IN SUB-ZERO TEMPERATURES

- 4.3.1. Training will be on Caterpillar series D4E, D6H, and Challenger series 65B, 65C, DV87 and MT800 Machines.
- 4.3.2. Training will be theoretical as well as practical.
- 4.3.3. The theoretical content of the training manual must be pre-approved by DFFE.
- 4.3.4. A hard copy of the training manual (for the cost of the bidder) must be issued to each trainee.
- 4.3.5. It will be beneficial if the facilitator (trainer) is a qualified Caterpillar technician and experienced in operating equipment in Antarctica (proof of qualifications must be provided).
- 4.3.6. Two (2) training sessions are required – one (1) session for the over-wintering expedition team and one (1) session for the summer season Caterpillar and Challenger operators.
- 4.3.7. Training will be for approximately ten (10) persons per training session.
- 4.3.8. Trainees will be evaluated by a written test and a practical assessment.
- 4.3.9. Successful candidates will be awarded a certificate of attendance which will be handed to them on the last day of training.
- 4.3.10. Training will be required during the months of October and/or November. The DFFE representative will inform the service provider well in advance when training will take place.

5. EXPECTED DELIVERABLES / OUTCOMES

- 5.1. Ensure machines are maintained in accordance with the manufacturer's specifications.
- 5.2. Annual assessment report of machines in Antarctica.
- 5.3. Technician's report of work performed in Antarctica.
- 5.4. Assessment report of vehicles that are returned for maintenance to be carried out.
- 5.5. Budget of agreed work to be performed.
- 5.6. Development of maintenance schedule.
- 5.7. Conduct monthly or quarterly progress/contract performance meetings.
- 5.8. Provide a detailed log of maintenance work carried out and the breakdown of labour and parts.
- 5.9. Collect and deliver vehicles as per schedule.
- 5.10. The service provider will also provide a performance assurance tool that will enable DFFE to monitor, control, configure, manage and evaluate the performance of the services.
- 5.11. Transport of the equipment to and from DFFE to the service provider.

- 5.12. Safe storage of the equipment by the service provider for the periods between the voyages to Antarctica.
- 5.13. Provide training in the operation of the equipment in cold weather conditions to overwintering and voyage personnel.

6. PERIOD / DURATION OF PROJECT / ASSIGNMENT

- 6.1. This Agreement shall endure a period of forty-eight (48) months from the date of signature of the Service Level Agreement by both parties and after the issuing of a purchase order. It will be expected of the service provider to fully execute all instructions issued within this contract period.

7. COSTING / COMPREHENSIVE BUDGET

- 7.1. Comprehensive budget (SBD 3.1. and Annexure A – Price Schedule Guidance) must be provided in a separate envelope inclusive of all disbursement costs, expenses, and VAT and must be priced in South African Rand (ZAR) inclusive of VAT.
- 7.2. Shipping and handling fees must be indicated for each of the four (4) years and will be fixed for the contract duration.
- 7.3. The DFFE reserves the right to negotiate the price with a recommended service provider identified in the evaluation process without offering the same opportunity to any other bidder(s) who have not been recommended.
- 7.4. Price offers will be valid for 120 days.
- 7.5. The service provider must ensure the correctness and price validity of the quote. All price(s) and quantities quoted are at the bidder's risk.
- 7.6. The service provider must complete Annexure A – Price Guideline with price per item. The service provider MUST quote on every item on the list provided. Failure to quote on every item may render the bid non-responsive.
- 7.7. Appointment will be valid for a period of forty-eight (48) months, and it would be expected of the service provider to fully execute all instructions issued within this contract period.
- 7.8. Comprehensive budget must be provided in a separate envelope inclusive of all disbursement costs, expenses, and VAT.
- 7.9. Bidder to indicate the following as a minimum as part of the budget proposal:
- 7.9.1. Workshop Labour hourly rates
 - 7.9.2. Overtime Rates
 - 7.9.3. Transport cost per Vehicle
 - 7.9.4. Technician Standby Daily Rate
 - 7.9.5. Technician Hourly Rate
 - 7.9.6. Technician Overtime ate (only applicable Monday to Sunday between 8 PM and 6 AM)

7.9.7. Training Rate per person attending.

8. INFORMATION SESSION

8.1. A non-compulsory information session will be held to provide clarity to the interested bidders to clarify the scope and extent of the work. The bidders will have the opportunity to ask questions where needed.

8.2. The information session will be held as follows:

Date: 18 January 2023

Time: 11:00

MS

Teams

Link:

<https://protect-za.mimecast.com/s/dIY5CoYKIASX96r2S1e4A5?domain=teams.microsoft.com>

Meeting ID: 319 838 301 211

Passcode: tXo57q

9. EVALUATION METHOD

9.1. The evaluation for this bid will be carried out in four (4) phases:

- a) Phase 1: Pre-compliance
- b) Phase 2: Mandatory Requirements
- c) Phase 3: Physical Site Inspection
- d) Phase 4: Price and B-BBEE

9.2. PHASE 1: Pre-compliance

9.2.1. During this phase bid documents will be reviewed to determine the compliance with SCM returnable documents, tax matters, and whether proof of registration on the Central Supplier Database (CSD) has been submitted with the bid documents at the closing date and time of the bid. Bids that do not satisfy the compliance criteria may not be evaluated further.

9.2.2. The bid proposal will be screened for compliance with administrative requirements as indicated below:

Item No.	Administrative Requirements	Check/ Compliance
1	Master Bid Document	Provided and bound

Item No.	Administrative Requirements	Check/ Compliance
2	Electronic Copy (USB)	Same as the master bid document
3	SCM - SBD 1 - Invitation to Bid	Completed and signed
4	Tax Compliance and CSD Registration	Attached CSD registration number/ Proof of CSD registration and/or SARS Tax Pin
5	SBD 3.1- Pricing Schedule and Annexure A Price Guideline	Completed
6	SCM - SBD 4 – Bidders Disclosure	Completed and signed
7	SCM - SBD 6.1 - Preference Points Claim Form in terms of the Preferential Procurement Regulations 2017	Completed and signed
9	In case of bids where Consortia/ Joint Ventures, Consortia/ Joint Venture agreement signed by both parties must be submitted with a bid proposal	JV agreement completed and signed, if applicable

9.3. PHASE 2: Mandatory Requirements

9.3.1. The following mandatory requirements will apply, and tenderers must submit all requirements indicated hereunder with the bid documents at the closing date and time of the bid. During this evaluation phase, the bidder's responses will be evaluated based on the documents submitted under mandatory requirements.

9.3.2. Tenderers who fail to comply with any of the mandatory requirements will be disqualified and all proposals that do not meet mandatory requirements will be disqualified and will not be evaluated further on the site inspection criterion.

9.3.3. Bidders are required to complete the table below by ticking the correct box and attaching a proof of the document listed in the table below:

MANDATORY REQUIREMENTS	YES/ NO
Provide a certified copy of the bidder's membership in the Retail Motor Industry (RMI)	
Bidders must provide a certificate of proof of registration/ partnership or certification with the Original Equipment Manufacturer related to the services they are bidding to provide.	

MANDATORY REQUIREMENTS	YES/ NO
Proof of ownership or rental of an Engineering Workshop that is ISO 9001 certified, supported by the actual certificate	
Bidders must provide signed company Health and Safety Environmental and Quality Policy	
Bidders are to provide reference letters from a minimum of three (3) clients where bidders provided similar services over the past 10 years.	
A letter of commitment on the business letterhead confirming the warranty of service to confirm 12 month's guarantee of workmanship on all equipment repaired and 12 month's warranty of any spare parts supplied	

9.4. PHASE 3: SITE INSPECTION

- 9.4.1. Only bid proposals that meet mandatory requirements (100%) will be considered for site inspections.
- 9.4.2. The purpose of the site inspection is to verify the information that has been submitted by bidders and to confirm the suitability of the sites as specified in these Terms of Reference.
- 9.4.3. The physical inspection of the Capabilities and Facilities of the service provider will be evaluated mainly for the following:
 - 9.4.2.1. Capacity to render the maintenance and repairs on engines and transmissions
 - 9.4.2.2. Technically assess/analyse machine components
 - 9.4.2.3. Facility to repair equipment tracks
 - 9.4.2.4. Facility to provide training
- 9.4.4. Bidders that meet and comply with the site inspection requirements will be evaluated further on Price and B-BBEE.

9.5. PHASE 4: PRICE AND B-BBEE

- 9.5.1. The bid will be awarded to a bidder with the highest points on price and B-BBEE on condition that they have met all phases of the evaluation criteria and complied with the tender requirements set out in the tender document.
- 9.5.2. The Department reserves the right to negotiate prices that are not deemed market-related and not to award the tender to the bidder with the lowest price.
- 9.5.3. Preference point system applicable for this bid is:

80:20	YES
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- 9.5.4. Subject to sub-regulation 6(2), points will be awarded to a tenderer for attaining B-BBEE status level contributor in accordance with the table below:

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

- 9.5.5. The points scored by a tenderer in respect of the level of B-BBEE contribution contemplated in sub-regulation 6(2) must be added to the points scored for the price as calculated in accordance with sub-regulation 6(1) respectively.
- 9.5.6. Subject to regulation 11(1), the contract must be awarded to the tenderer who scores the highest total number of points.
- 9.5.7. A contract may be awarded to a tenderer that did not score the highest total number of points, only in accordance with section 2 (1) (f) of the Act.

10. BID SUBMISSION REQUIREMENTS

- 10.1. Bidders should ensure that the following submission requirements, which will be needed for evaluation purposes are included in their bid proposal and are as follows:
- 10.1.1. The service provider must draft a table of contents that will indicate where each document is in the proposal.
- 10.1.2. The proposal shall consist of one (1) master original document and must clearly indicate the prices on SBD 3.1 and Annexure A price for a detailed price schedule.
- 10.1.3. The profile of the company should include a full description of similar work undertaken.
- 10.1.4. The information in the CV of the proposed Project Leader should include relevant experience in the chosen area of expertise.

- 10.1.5. The project positive reference letters that specify the role played by the service provider in the listed projects or assignments, project value, and the duration of the project (start and end date).
- 10.1.6. A detailed Project Plan with a clear indication of who will be responsible for the management of the assignment as well as its execution. The allocation of team members on the assignments should be based on the experience in delivering the scope of work as listed.
- 10.1.7. Standard bidding documents (SBD 1, SBD 3.1, SBD 4, and SBD 6.1) completed and signed.
- 10.1.8. Copy of Central Supplier Database (CSD) report or tax pin certificate from SARS.

11. LEGISLATIVE FRAMEWORK OF THE BID

11.1. Tax Legislation

- 11.1.1. Bidder must at all times attempt to be compliant when submitting the 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).
- 11.1.2. Bidders who make taxable supplies more than R1 million in any 12-month conservative period are liable for compulsory VAT registration, but a person may also choose to register voluntarily provided that the minimum threshold of R500 000 has been exceeded in the past 12-month period.
- 11.1.3. Bidders who meet the above requirement must register as VAT vendors, if successful, within one month of the award of the bid.
- 11.1.4. SARS Tax Status Pin requirements/ or Central Supplier Database (CSD) number or report must be provided.

11.2. Procurement Legislation

- 11.2.1. Bidders should be cognisant of the legislation and/or standards specifically applicable to the services.
- 11.2.2. 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.

- 11.2.3. If the application is made by a Joint Venture or Partnership, the accreditation credentials in name of joined entities should be submitted. Members of the joint venture must meet the requirement of the proposal.
- 11.3. Privacy and Protection of Personal Information Act 4 of 2013.
 - 11.3.1. Protecting personal information is important to the Department of Forestry, Fisheries, and the Environment. To do so, DFFE follows general principles in accordance with applicable privacy laws and the Protection of Personal Information Act 4 of 2013 (POPIA).
 - 11.3.2. DFFE's role as the responsible party, is amongst others to process personal information for the intended purpose for which it was obtained and in line with legal agreements with its respective/ prospective services providers and third parties.
 - 11.3.3. DFFE will process personal information only with the knowledge and authorisation of the bidder/ respondent and will treat the personal information which comes to its knowledge as confidential and will not disclose it unless so required by law or subject to the exception contained in the POPIA.
 - 11.3.4. DFFE reserves all the rights afforded to it by the POPIA in the processing of any of its information as contained in this bid and the bidder/ respondent is required to comply with all prescripts as detailed in the POPIA relating to all information concerning DFFE.
 - 11.3.5. In responding to this bid, DFFE acknowledges that it will obtain and have access to the personal information of the bidder/ respondent. DFFE agrees that it shall only process the information disclosed by the bidder/ respondent in their response to this bid for the purpose of evaluation and subsequent award of the tender and in accordance with any applicable law.

12. SPECIAL CONDITIONS OF THE CONTRACT

- 12.1. On appointment, the performance measures for the maintenance, repairs, and modifications to earthmoving and construction equipment and associated components, provision of a certified technician to accompany the annual Antarctic summer expedition, rendering cold weather operator training to over-wintering expedition members on Caterpillar and Challenger machines and collection and delivery of the machines from and to DFFE East Pier Shed 1, V&A Waterfront in line with the agreed scope and extent of work, will be closely monitored by DFFE.

- 12.2. The Project Manager shall do the ongoing performance management of the Service Level Agreement.
- 12.3. The service provider will submit quarterly and “per deliverable” (see 5.1 above) progress reports, as per the agreed to work plan, to the Project manager within three (3) days after the set date.
- 12.4. Appointed service provider will be subjected to security vetting and screening.
- 12.5. 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.
- 12.6. The service provider shall notify the Department in writing of all subcontracts awarded under this contract 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.
- 12.7. In case a tenderer is intending to sub-contract a portion of work, such tenderer awarded a contract shall only enter sub-contracting arrangements with the approval of the Department.
- 12.8. Letter of Authority to sign documents on behalf of the company.
- 12.9. The proposals should be submitted with all required information containing technical information.
- 12.10. Bidders failing to meet pre-compliance requirements may be automatically disqualified.
- 12.11. Service providers are requested to submit any of the following documents as proof of B-BBEE Status level of contributor:
 - a. B-BBEE status level Certificate issued by a Verification Agency accredited by SANAS.
 - b. A Sworn Affidavit as prescribed by the B-BBEE Codes of Good Practice.
 - c. B-BBEE certificate issued by the Companies and Intellectual Property Commission.
 - d. SBD 6.1 must also be duly completed, signed, and submitted alongside the bid to claim preference points. Failure to do so will result in B-BBEE preference points being forfeited.
 - e. A trust, consortium, or joint venture will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
 - f. A trust, consortium, or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits its consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate proposal.
 - g. 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.
- 12.12. Poor or non-performance by the bidder will result in cancellation of works orders.

- 12.13. Please take note that DFFE is not bound to select any of the firms submitting proposals. The DFFE reserves the right not to award any of the bids and not to award the contract to the lowest bidding price.
- 12.14. The DFFE will not be held responsible for any costs incurred by the service providers in the preparation, presentation, and submission of the proposal.
- 12.15. The service provider will be required to take out third-party insurance for the transport of the equipment.

13. SUB-CONTRACTING CONDITIONS/ REQUIREMENTS

- 13.1. In case a tenderer is intending to sub-contract a portion of work, such tenderer awarded a contract shall only enter into sub-contracting arrangements with the approval of the Department.
- 13.2. 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.
- 13.3. A tenderer will not be awarded the points claimed for B-BBEE status level of contribution or contract if it is indicated in the bid documents that such a bidder intends to subcontract more than 25% of the contract value to any other enterprise that does not qualify for at least the same number of points that the bidder qualifies for unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.
- 13.4. A contractor is not allowed to sub-contract than 25% of the contract value to another enterprise after the award that does not have equal or higher B-BBEE status level unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract

14. PAYMENT TERMS

- 14.1. The DFFE undertakes to pay out in full or as per deliverables within thirty (30) days all valid claims for work done to its satisfaction upon presentation of a substantiated claim and the required reports stipulated in special conditions. No payment will be made where there is outstanding information/ work not submitted by the Service Provider/s until that outstanding information is submitted.

15. TECHNICAL ENQUIRIES

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

Name: Willem Boshoff Office Telephone No.: 021 405 9418 Cell No.: 082 412 4293 E-mail: wboshoff@dfpe.gov.za	Name: Ncumisa Mabece Office Telephone No.: 021 493 7239 E-mail: nmabece@dfpe.gov.za
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16. ANNEXURE A: PRICING SCHEDULE

Technician Rates for Workshop Repairs in South Africa

YEAR ONE					
Position	*Hourly rate	**Overtime 1	***Overtime 2	Total estimated hours per month (Hourly rate + Overtime 1 + Overtime 2) x (160 hours)	The estimated total amount per year
Artisan - General Bay				R	R
Artisan - Component Bay				R	R
Boiler Maker - Welding shop				R	R
Estimated Total Price (excl 15% VAT)				R	R
15% VAT				R	R
Estimated Total Price (incl 15% VAT)				R	R

***Normal** rate for hours worked Monday to Friday during working hours

****Overtime 1** for hours worked Monday to Saturday as overtime

*****Overtime 2** for hours worked on public holidays and Sundays as overtime

YEAR TWO					
Position	*Hourly rate	**Overtime 1	***Overtime 2	Total estimated hours per month (Hourly rate + Overtime 1 + Overtime 2) x (160 hours)	The estimated total amount per year
Artisan - General Bay				R	R
Artisan - Component Bay				R	R
Boiler Maker - Welding shop				R	R
Estimated Total Price (excl 15% VAT)				R	R
15% VAT				R	R
Estimated Total Price (incl 15% VAT)				R	R

***Normal** rate for hours worked Monday to Friday during working hours

****Overtime 1** for hours worked Monday to Saturday as overtime

*****Overtime 2** for hours worked on public holidays and Sundays as overtime

YEAR THREE					
Position	*Hourly rate	**Overtime 1	***Overtime 2	Total estimated hours per month (Hourly rate + Overtime 1 + Overtime 2) x (160 hours)	The estimated total amount per year
Artisan - General Bay				R	R
Artisan - Component Bay				R	R
Boiler Maker - Welding shop				R	R
Estimated Total Price (excl 15% VAT)				R	R
15% VAT				R	R
Estimated Total Price (incl 15% VAT)				R	R

***Normal** rate for hours worked Monday to Friday during working hours

****Overtime 1** for hours worked Monday to Saturday as overtime

*****Overtime 2** for hours worked on public holidays and Sundays as overtime

YEAR FOUR					
Position	*Hourly rate	**Overtime 1	***Overtime 2	Total estimated hours per month (Hourly rate + Overtime 1 + Overtime 2) x (160 hours)	The estimated total amount per year
Artisan - General Bay				R	R
Artisan - Component Bay				R	R
Boiler Maker - Welding shop				R	R
Estimated Total Price (excl 15% VAT)				R	R
15% VAT				R	R
Estimated Total Price (incl 15% VAT)				R	R
*Normal rate for hours worked Monday to Friday during working hours					
**Overtime 1 for hours worked Monday to Saturday as overtime					
***Overtime 2 for hours worked on public holidays and Sundays as overtime					

Technician Rates for Summer Expedition at SANA E in Antarctica

YEAR	Standby per day *	Normal per hour **	Overtime per hour ***	Total estimated hours per month (+ normal per hour + overtime per hour) x (160 hours)	The estimated total amount per year (VAT Inclusive)
Year One					
Year Two					
Year Three					
Year Four					
* Standby Rate is only applicable for days spent traveling to and from Antarctica (Plane or Ship)					
** Normal rate for hours worked between 6 AM and 8 PM, Monday to Sunday					
*** Overtime rate for hours worked between 8 PM and 6 AM, Monday to Sunday					
Please note: By law, the Technician may only work a total of 12 hours within a 14-hour cycle					

COLD WEATHER OPERATIONS TRAINING

YEAR	Rate per person	Total estimated number of technician's hours per day (40)	The total amount estimated per month	The total amount estimated per year
Year One		R	R	R
Year Two		R	R	R
Year Three		R	R	R
Year Four		R	R	R
Estimated Total Price (excl VAT 15%)		R	R	R
VAT 15%		R	R	R
Estimated Total Price (Inc 15% VAT)		R	R	R
Please note: Five days of Theoretical and Practical training per person to be certified.				

Transport Cost of Equipment between DFFE and Service Providers facility (return trip)

YEAR	CAT D6 (Cost per return trip x estimated number of trips)	CAT D4 (Cost per return trip x estimated number of trips)	Challenger (Cost per return trip x estimated number of trips)	Dozer Blade & Bucket (Cost per return trip x estimated number of trips)	Total amount
Year One					
Year Two					
Year Three					
Year Four					
Estimated Total Price (excl VAT 15%)					R
VAT 15%					R
Estimated Total Price (Inc 15% VAT)					R

SUMMARY TOTAL COST FOR 4 YEARS

Deliverables	Year 1	Year 2	Years 3	Years 4	Estimated Total amount (Years 1,2,3 and 4)
Technician Rates for Workshop Repairs in South Africa					
Technician Rates for Summer Expedition at SANAE in Antarctica					
COLD WEATHER OPERATIONS TRAINING					
Transport Cost of Equipment between DFFE and Service Providers facility (return trip)					
Estimated Total Cost (excl VAT 15%)					
VAT 15%					
Estimated Total Cost (Inc 15% VAT)					

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 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.

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|---|---|
| 16. Payment | <p>16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.</p> <p>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.</p> <p>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.</p> <p>16.4 Payment will be made in Rand unless otherwise stipulated in SCC.</p> |
| 17. Prices | <p>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.</p> |
| 18. Contract amendments | <p>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.</p> |
| 19. Assignment | <p>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.</p> |
| 20. Subcontracts | <p>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.</p> |
| 21. Delays in the supplier's performance | <p>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.</p> <p>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.</p> <p>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.</p> <p>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</p> |

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

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

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

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

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

may be due to him

25. Force Majeure

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

28. Limitation of liability

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

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

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



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

	Physical	Postal
Address		
(Compulsory if Supplier)		
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 <i>Verified by the bank, please attach bank letter or 3 months bank statement</i>)

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

[illegible][illegible]

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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

Savings Account

Bond Account

[illegible]

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[illegible]

***Please include CC/CK where applicable**

Supplier Contact Details	
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[illegible]

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[illegible]

Cell Code

Cell Number

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Supplier Signature									
Print Name									
		/			/				

Date (dd/mm/yyyy)

NB: All relevant fields must be completed