



**SHIPS AGENT FOR THE SA NAVY FOR A
PERIOD OF THREE (03) YEARS**

SPSC-B-026-2024

BID VALIDITY PERIOD: 120 DAYS

BID ADVERT DATE: 12 DECEMBER 2024

CLOSING DATE AND TIME OF BID:

19 FEBRUARY 2025 AT 11H00

NON-COMPULSORY BRIEFING SESSION

23 JANUARY 2025

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087828

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Contact Information

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Address for Bid Submissions

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BID: GENERAL INFORMATION

CONTACT INFORMATION

Technical Information and Administration Information:

Contact: Staff Sergeant N.N. Jantjies
Email Address: spsctechsection@gmail.com
Office Tel No: (021) 787 5144

Information regarding the completion of the Bid Documents:

Contact: Chief Petty Officer M.L. Claassen
Office Tel No: (021) 787 5207

Address for depositing of bid documents

Street: Simon's Town Procurement Service Centre
No. 2 Arsenal Road
Simon's Town
7995

BID SUBMISSIONS

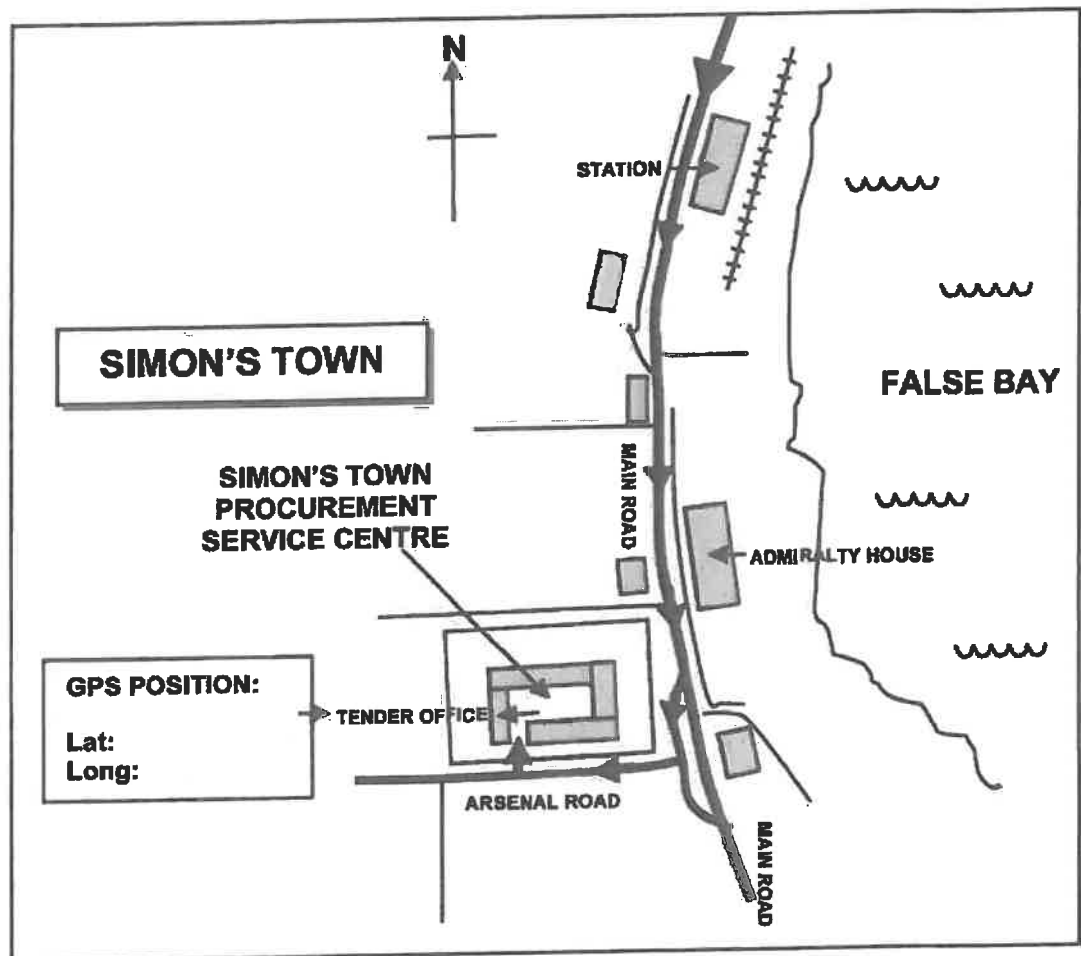
Closing period of bid: 21 Calendar days

Validity of Bid: 120 days

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GPS CO-ORDINATES TO SPSC BID BOX:

S 34° 11. 530'
E 18° 25. 591'



Section A:
APPENDIX A:

BID EVALUATION PROCESS

BID EVALUATION PROCESS

BID EVALUATION INSTRUCTIONS

1. All entries are to be completed in any **non-erasable ink** of your choice preferably **Blue** or **Black** ink. Amendments, scratching out, use of Tippex and omission to any documents will invalidate the bid.
2. Except where otherwise indicated, all questions must be completed.
3. No bids received by telegram, telex, email, facsimile or similar medium will be considered. The original bid must be deposited at the entrance (green box) or handed in at Bid receipt section at SPSC, 2 Arsenal Road, Simon's Town.
4. The bidder is responsible for all the costs that shall be incurred related to the preparation and submission of the bid documents.
5. All information regarding the evaluation process must be treated as **CONFIDENTIAL**.
6. The bid must be submitted in **Two (2) envelope systems**. Bidders are required to submit two separate, properly sealed envelopes, both clearly marked with the Company Name, Bid Number and Closing Date.
 - a. **Envelope 1: SBD3 / Pricing Schedule** (it should contain SBD3/Pricing Schedule only)
 - b. **Envelope 2: SBD documents**, Specification/ scope of work and all other required documents.

NOTE THAT IF THE ABOVE DOCUMENTS ARE SUBMITTED IN ONE ENVELOPE AND NOT IN TWO ENVELOPES AS INDICATED ABOVE, THIS OFFER WILL BE INVALIDATED.

7. The bids will be evaluated according to the following criteria:
 - a. Mandatory Criteria and Administration Criteria (Phase 1, Stage 1).
 - b. Technical evaluation (Phase 1, Stage 2) scope of work.
 - c. Functionality Scoring (Phase 2).
 - d. Price (Phase 3).
 - e. Specific goals (Phase 4).
8. Suppliers must be registered for the commodity/service required in this bid.
9. This requirement will be awarded using the 90/10 principle.
10. No late bids will be accepted after the closing date and time.
11. The Simon's Town Procurement Service Centre reserves the right to award this requirement as a case or per individual line.

12. The Department of Defence reserves the right to request any information that will not interfere with the bid competitiveness.

13. Bidders to confirm via email if they will be attending the compulsory briefing session (spscbidinvitation@gmail.com), for planning purposes only no penalties for non-confirmation on email.

COMPLIANCE TO SPECIFICATION

14. Items must comply with the specification as detailed in the bid document.

15. The Department of Defence reserves the right to award a product with a Specification Deviation.

BID EVALUATION COMMITTEE

16. Evaluation committee will evaluate proposals according to the Evaluation score sheet. The composition of the evaluation team will be as follows:

Ser No	PANEL MEMBER	REPRESENTING	FUNCTION
	A	B	C
01	Representative	DFL Representative	Evaluator
02	Representative	DFL Representative	Evaluator
03	Representative	DFL Representative	Evaluator
04	Representative	DFL Representative	Evaluator
05	Representative	DFL Representative	Evaluator
06	Observer	DOD Defence Intelligence (DI)	Observer
07	Observer	DOD Director Procurement Management (DPM)	Observer
08	Observer	Governance, Risk and Compliance (GRC)	Observer
09	Evaluation Section	SPSC	SPSC Independent evaluator and report compiler.
10	Capturing Section	SPSC	SPSC evaluator and Independent consolidator

PROCESS ASSUROR (PA)

17. A member of the SPSC Evaluation Section will be appointed as the Process Assuror. The Process Assuror (PA) will provide the Independent Consolidator with inputs regarding the process assurance of the tender activities for inclusion in the final evaluation report.

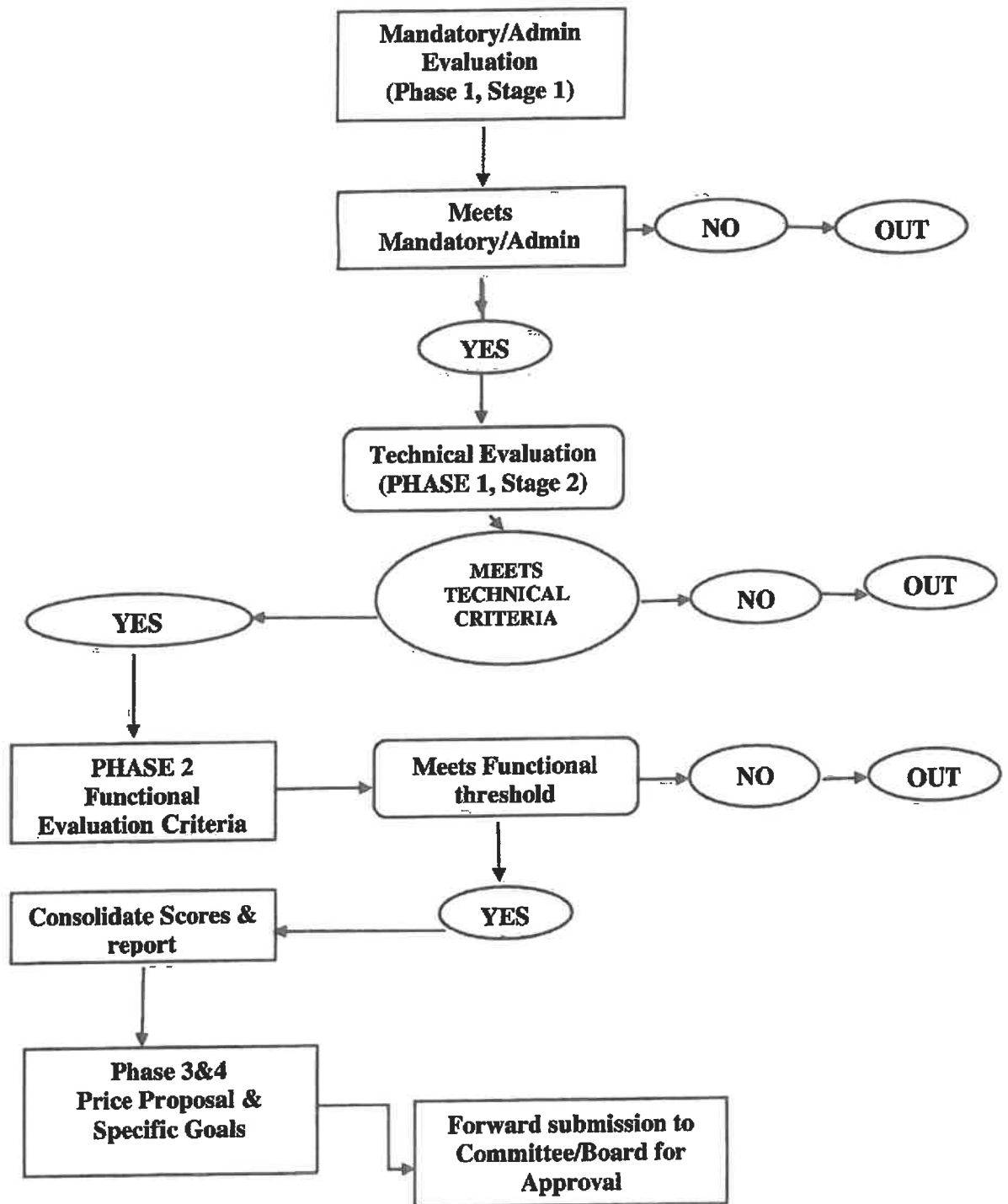
- a. Prepare the score sheets for each contender and scorer.

- b. Be conversant with the scoring methodology and be able to explain it to the evaluators.
- c. Once scoring has taken place, hand completed score sheets to the independent consolidator.
- d. The Process Assuror (PA) shall ensure that the scoring members remain impartial during the scoring process.

INDEPENDENT CONSOLIDATOR

18. A member of SPSC Evaluation Section will be appointed as the independent Consolidator and shall be responsible for the following actions:

- a. Be conversant with the scoring methodology.
- b. Calculate the average scores given per criteria for each offer and scorer and draw up a completed consolidated report.
- c. Submit the completed consolidated report to the Evaluation Section of SPSC. This report must form part of the Evaluation process prior to Adjudication.
- d. The consolidated report shall not be disclosed to any member of the Functional scoring Team.

EVALUATION PROCESS

Section A:
APPENDIX B:

EVALUATION CRITERIA

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EVALUATION CRITERIA

1. Phase 1: Bidders will be evaluated as follows:

Phase 1 Stage 1: Compliance to Mandatory and Administration Criteria, bidders that do not fully comply with the evaluation criteria will be eliminated/ excluded and will not proceed to Phase 1 Stage 2.

S/No	Criteria
	A
Phase 1, Stage 1	
Phase 1, Stage 1, Mandatory Criteria	
1.	Pricing Schedule: All fields on this document must be fully completed. Attention must be given to page 1, Bidder's Information, Total Unit Cost, Total Cost and Specific Goals Level must be completed. The bid must be submitted in the Two (2) envelope systems as follows: c. Envelope 1: SBD3 / Pricing Schedule (it should contain SBD3/Pricing Schedule only) d. Envelope 2: SBD documents, Specification/ scope of work and all other required documents only. NOTE THAT IF THE ABOVE DOCUMENTS ARE SUBMITTED IN ONE ENVELOPE AND NOT IN TWO ENVELOPES AS INDICATED ABOVE, THIS OFFER WILL BE INVALIDATED. Failure to submit these documents as indicated above by the closing date and time will invalidate this offer. Appendix A
2.	SBD 4 Bidders Disclosure: Document to be fully completed. Failure to submit the document as indicated by the closing date and time will invalidate the bid. Appendix B
3.	SBD 6.1 Preference Points Claim Form: Document to be fully completed. Failure to submit the document as indicated by the closing date and time will forfeit your Specific Goals points. Appendix C
Phase 1, Stage 1	
Phase 1 Stage 1 Administration Criteria: Bidders that do not fully comply with the Administration Evaluation Criteria may be required to submit omitted information.	
4.	Non-Compulsory Briefing Session Certificate: Suppliers/Contractors are advised to send a technically knowledgeable representative to the briefing session and site viewing. Failure to attend the compulsory briefing session and site viewing and submit the completed and signed Briefing Session Certificate by the closing date and time may invalidate this offer. Appendix D
5.	SBD 1 / Invitation to Bid: Document to be fully completed. Failure to submit this document as indicated by the closing date and time may invalidate this bid. Appendix E

S/No	Criteria
	A
6.	<u>Full Central Suppliers Database (CSD) Registration/ Summary Report:</u> The CSD Registration/Summary Report must be submitted. The supplier should be: i. Tax Compliant on the day of the award. If not a grace period of 7 days will be given to update this status. ii. Successfully verified bank details iii. Physical Address type. iv. Supplier should be registered for the commodity/ service requires for this bid. Failure to submit a CSD Registration/Summary Report as indicated above by closing date and time may invalidate your offer. Appendix F
7.	<u>SPSC Indemnity Agreement Form:</u> Document to be fully completed. Failure to submit this document as indicated by the closing date and time may invalidate this bid. Appendix G
8.	<u>Written Agreement wrt Occupational Health and Safety Agreement (OHASA):</u> The OHASA agreement, signed amongst the DOD, bidder and sub – contractor/s (in the event of sub-contracting) to be fully completed. Failure to submit this document as indicated by the closing date and time may invalidate this bid. Appendix H
9.	<u>SPSC Group Questionnaire:</u> Document to be fully completed. Failure to submit this document as indicated by the closing date and time may invalidate this bid. Appendix I
10.	<u>Defence Intelligence Questionnaire (D.I.)</u> Document to be completed in full. Failure to submit the DI Vetting form and required documentation as indicated by the closing date and time may invalidate this bid. N.B. The short listed companies will be requested to submit thumb prints. Appendix J

MANDATORY TECHNICAL EVALUATION

2. **Phase 1 Stage 2:** Bidders must comply with statement of work. Bidders who do not will be invalidated/ excluded and will not proceed to Phase 2.

S/No	Criteria Stage 2
1.	STATEMENT OF WORK: The bidder's compliance must be indicated with the word comply/do not comply, agree/do not agree, yes or no, or any other form of acceptance or non-acceptance on the specification/scope of work, each paragraph and sub-paragraph must be acknowledged. No abbreviations will be accepted, for example, "c/nc for comply/not comply or y/n for yes/no etc". The most suitable supplier will be awarded in accordance with compliance to specification/ statement of work (SOW) and fit for purpose. A separate attached signed letterhead shall be used if space provided is inadequate for listing the deviations. It shall clearly list the relevant paragraphs and, in detail, the deviations from that state/specified. This Statement of Work shall not be used for any purpose other than tendering or manufacturing. No alterations shall be allowed without the consent of the South African Navy and Simon's Town Procurement Service Centre FAILURE TO COMPLY/SUBMIT ANY OF REQUESTED MANDATORY DOCUMENTATION AS PER SPECIFICATION/ STATEMENT OF WORK SHALL LEAD TO THE IMMEDIATE DISQUALIFICATION OF THIS OFFER. Failure to comply will invalidate this offer. Appendix K

FUNCTIONALITY CRITERIA

3. **Phase 2:** This phase will be evaluated by means of compliance to specification/ scope of work. The bids will be adjudicated with a maximum total 100 points. All bidders who score less than 75% will be excluded from the next phase of the evaluation.

Ser No	Functionality Criteria	Weight
1	Network and Coverage	
2	National Treasury or Reserve Bank Clearance	
3	Import Licence	
4	Curriculum Vitae	
5	Quality and Compliance	
6	Experience and Expertise	
7	Customer Service and Responsiveness	

Phase 2				
Functionality Criteria Total:				
1	NETWORK AND COVERAGE			
1.1	Bidder must submit proof of the company's Geographic Footprint and port Coverage Indicating the Agent's level of connections and presence in key ports.			
1.1.1	Provide in-date Ships Agent registration certificate for connections and presence in key ports in Africa, South America, Asia, Europe, North America and Australia /Oceania.			
1.1.2	Provide in-date Ships Agent registration certificate for connections and presence in key ports in South America, Asia, Europe, North America and Australia / Oceania			
1.1.3	Provide in-date Ships Agent registration certificate for connections and presence in key ports Asia, Europe, North America and Australia /Oceania.			
1.1.4	Provide in-date Ships Agent registration certificate for connections and presence in key ports Europe, North America and Australia /Oceania.			
1.1.5	Provide in-date Ships Agent registration certificate for connections and presence in key ports North America and Australia /Oceania.			
1.1.6	Provide in-date Ships Agent registration certificate for connections and presence in key ports Australia / Oceania			
1.1.7	No in-date Ships Agent registration certificate for connections and presence in key ports submitted.			
2	NATIONAL TREASURY OR RESERVE BANK CLEARANCE			
2.1	Bidder must submit proof National Treasury or Reserve Bank Clearance as indicated below, if any.			
2.1.1	National Treasury or Reserve Bank Clearance: Ability to transfer funds overseas.			
2.1.2	Proof of application for National Treasury or Reserve Bank Clearance in progress.			

2.1.3	No Proof of National Treasury or Reserve Bank Clearance submitted.			
3	IMPORT LICENCE			
3.1	Bidder must submit proof of Import Licence as indicated below, if any.			
3.1.1	Bidder must submit proof of Import Licence as registered with customs at the South African Revenue Services (SARS). The import licence will be required during clearance of goods at customs.			
3.1.2	Proof of application for Import Licence in progress.			
3.1.3	No proof submitted.			
4	CURRICULUM VITAE			
4.1	Bidder must submit Curriculum Vitae as indicated below, if any.			
4.1.1	Bidder must submit Curriculum Vitae of all members who will act as appointed ship's agent for the deployments in foreign port(s).			
4.1.2	No CV's submitted.			
5	QUALITY AND COMPLIANCE			
5.1	Bidder must submit proof of Quality and Compliance as indicated below, if any			
5.1.1	Bidders must submit proof of NATO Master Catalogue of Reference For Logistics Licence (NMCRL) for access to supply commodities specification Original Equipment Manufacturer (OEM) for logistic support.			
5.1.2	No proof of NATO Master Catalogue of Reference For Logistics Licence (NMCRL) for access to supply commodities specification Original Equipment Manufacturer (OEM) for logistic support submitted.			
6	EXPERIENCE AND EXPERTISE			
6.1	Industry Experience: The Bidder must submit proof of experience and knowledge in providing a comprehensive, professional Ships Agent service to any ship operators during the deployment of vessels to any foreign port (outside the borders of South Africa).			

6.1.1	Submit proof of five (5) previous and / or current contracts or more.			
6.1.2	Submit proof of four (4) previous and / or current contract or more.			
6.1.3	Submit proof of three (3) previous and / or current contract or more.			
6.1.4	Submit proof of two (2) previous and / or current contract or more.			
6.1.5	Submit proof of one (1) previous and / or current contract or more.			
6.1.6	No proof submitted.			
7	CUSTOMER SERVICE AND RESPONSIVENESS			
7.1	Bidder must submit a customer services flow diagram as indicated below, if any.			
7.1.1	Submit a customer service and responsiveness flow diagram of available communication channels.			
7.1.2	No proof of a customer service and responsiveness flow diagram of available communication channels submitted.			

4. **NB: All required proof must be submitted with offer by closing date and time. Failure to submit the proof the bidder will lose points allocated.**

5. The calculations for scoring would be as follows:

$$A \div B \times 100$$

A = Total score of bid/proposal under consideration

B = Maximum possible score.

6. The qualifying bidder should obtain a minimum score of 75%.

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7. **Phase 3:** Only bidders who qualified on Phase 2 (Functionality) will be evaluated on phase 3 & 4 (Price and Specific Goals)

Phase 3	Price. (Will be according to specific requirements)	90/10
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8. **Phase 4:** Preferential points. (As per Preferential Procurement Regulations 2022)

9. In terms of Regulation 4(2); 5(2); and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purpose of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/documentation stated in the conditions of this tender

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

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

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

TABLE 1: THE TENDERER IS TO PICK ONLY ONE SPECIFIC GOAL

	The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
LEVEL 1	51% owned by Black Women Military veterans or 51% owned by Black Youth or 51% owned by Black people with disability	10	20		
LEVEL 2	51% owned by Black Male Military veterans or 51% owed by people with disability	8	18		

	or 51% owned by Black Women EME's				
LEVEL 3	51% owned by Women Military veterans or 51% owned by Black Male EME's or 51% owned by Black Women EME's or 51% owned by Black Women QSE's	6	16		
LEVEL 4	51% owned by Male Military veterans or 51% owned by Youth or 51% owned by any other EME's or 51 owned by Black Male QSE's or 51% owned by Women QSE's	4	14		
LEVEL 5	51% owned by any other QSE's	2	12		
LEVEL 6	NOT APPLICABLE				
LEVEL 7	NOT APPLICABLE				
LEVEL 8	Non-compliant	0	0		

NOTE: Bidders to take note that Specific Goal Points claimed will be verified on the CSD Registration Report.

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

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

Calculation of the total points scored for price and Specific Goals

15. The points scored for price must be added to the points scored for Specific Goals to obtain the bidder's total points scored out of 100.

Section B:
Appendix A:

**MANDATORY EVALUATION
CRITERIA**

AND

**ADMINISTRATION EVALUATION
CRITERIA**

EVALUATION CRITERIA

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1. Phase 1: Bidders will be evaluated as follows:

Phase 1 Stage 1: Compliance to Mandatory and Administration Criteria, bidders that do not fully comply with the evaluation criteria will be eliminated/ excluded and will not proceed to Phase 1 Stage 2.

S/No	Criteria
	A
	Phase 1, Stage 1
	Phase 1, Stage 1, Mandatory Criteria
1.	<u>Pricing Schedule:</u> All fields on this document must be fully completed. Attention must be given to page 1, Bidder's Information, Total Unit Cost, Total Cost and Specific Goals Level must be completed. The bid must be submitted in the Two (2) envelope systems as follows: e. <u>Envelope 1: SBD3 / Pricing Schedule</u> (it should contain SBD3/Pricing Schedule only) f. <u>Envelope 2: SBD documents,</u> Specification/ scope of work and all other required documents only. NOTE THAT IF THE ABOVE DOCUMENTS ARE SUBMITTED IN ONE ENVELOPE AND NOT IN TWO ENVELOPES AS INDICATED ABOVE, THIS OFFER WILL BE INVALIDATED. Failure to submit these documents as indicated above by the closing date and time will invalidate this offer. Appendix A
2.	<u>SBD 4 Bidders Disclosure:</u> Document to be fully completed. Failure to submit the document as indicated by the closing date and time will invalidate the bid. Appendix B
3.	<u>SBD 6.1 Preference Points Claim Form:</u> Document to be fully completed. Failure to submit the document as indicated by the closing date and time will forfeit your Specific Goals points. Appendix C
	Phase 1, Stage 1
	Phase 1 Stage 1 Administration Criteria: Bidders that do not fully comply with the Administration Evaluation Criteria may be required to submit omitted information.
4.	<u>Non- Compulsory Briefing Session Certificate:</u> Suppliers/Contractors are advised to send a technically knowledgeable representative to the briefing session and site viewing. Failure to attend the compulsory briefing session and site viewing and submit the completed and signed Briefing Session Certificate by the closing date and time may invalidate this offer. Appendix D
5.	<u>SBD 1 / Invitation to Bid:</u> Document to be fully completed. Failure to submit this document as indicated by the closing date and time may invalidate this bid. Appendix E

S/No	Criteria
	A
6.	<u>Full Central Suppliers Database (CSD) Registration/ Summary Report:</u> The CSD Registration/Summary Report must be submitted. The supplier should be: i. Tax Compliant on the day of the award. If not a grace period of 7 days will be given to update this status. ii. Successfully verified bank details iii. Physical Address type. iv. Supplier should be registered for the commodity/ service requires for this bid. Failure to submit a CSD Registration/Summary Report as indicated above by closing date and time may invalidate your offer. Appendix F
7.	<u>SPSC Indemnity Agreement Form:</u> Document to be fully completed. Failure to submit this document as indicated by the closing date and time may invalidate this bid. Appendix G
8.	<u>Written Agreement wrt Occupational Health and Safety Agreement (OHASA):</u> The OHASA agreement, signed amongst the DOD, bidder and sub – contractor/s (in the event of sub-contracting) to be fully completed. Failure to submit this document as indicated by the closing date and time may invalidate this bid. Appendix H
9.	<u>SPSC Group Questionnaire:</u> Document to be fully completed. Failure to submit this document as indicated by the closing date and time may invalidate this bid. Appendix I
10.	<u>Defence Intelligence Questionnaire (D.I.)</u> Document to be completed in full. Failure to submit the DI Vetting form and required documentation as indicated by the closing date and time may invalidate this bid. N.B. The short listed companies will be requested to submit thumb prints. Appendix J

MANDATORY TECHNICAL EVALUATION

2. **Phase 1 Stage 2:** Bidders must comply with statement of work. Bidders who do not will be invalidated/ excluded and will not proceed to Phase 2.

S/No	Criteria
	Stage 2
1.	STATEMENT OF WORK: The bidder's compliance must be indicated with the word comply/do not comply, agree/do not agree, yes or no, or any other form of acceptance or non-acceptance on the specification/scope of work, each paragraph and sub-paragraph must be acknowledged. No abbreviations will be accepted, for example, "c/nc for comply/not comply or y/n for yes/no etc". The most suitable supplier will be awarded in accordance with compliance to specification/ statement of work (SOW) and fit for purpose. A separate attached signed letterhead shall be used if space provided is inadequate for listing the deviations. It shall clearly list the relevant paragraphs and, in detail, the deviations from that state/specified. This Statement of Work shall not be used for any purpose other than tendering or manufacturing. No alterations shall be allowed without the consent of the South African Navy and Simon's Town Procurement Service Centre FAILURE TO COMPLY/SUBMIT ANY OF REQUESTED MANDATORY DOCUMENTATION AS PER SPECIFICATION/ STATEMENT OF WORK SHALL LEAD TO THE IMMEDIATE DISQUALIFICATION OF THIS OFFER. Failure to comply will invalidate this offer. Appendix K

3. **Phase 2:** This phase will be evaluated by means of compliance to specification/ scope of work. The bids will be adjudicated with a maximum total 100 points. All bidders who score less than **75%** will be excluded from the next phase of the evaluation.

Ser No	Functionality Criteria	Weight
1	Network and Coverage	
2	National Treasury or Reserve Bank Clearance	
3	Import Licence	
4	Curriculum Vitae for Vetting	
5	Quality and Compliance	
6	Experience and Expertise	
7	Customer Service and Responsiveness	
Total		100

087850

Phase 2				
Functionality Criteria Total:				/ 100
1	NETWORK AND COVERAGE			
1.1	Bidder must submit proof of the company's Geographic Footprint and port Coverage Indicating the Agent's level of connections and presence in key ports.			
1.1.1	Provide in-date Ships Agent registration certificate for connections and presence in key ports in Africa, South America, Asia, Europe, North America and Australia /Oceania.			
1.1.2	Provide in-date Ships Agent registration certificate for connections and presence in key ports in South America, Asia, Europe, North America and Australia / Oceania			
1.1.3	Provide in-date Ships Agent registration certificate for connections and presence in key ports Asia, Europe, North America and Australia /Oceania.			
1.1.4	Provide in-date Ships Agent registration certificate for connections and presence in key ports Europe, North America and Australia /Oceania.			
1.1.5	Provide in-date Ships Agent registration certificate for connections and presence in key ports North America and Australia /Oceania.			
1.1.6	Provide in-date Ships Agent registration certificate for connections and presence in key ports Australia / Oceania			
1.1.7	No in-date Ships Agent registration certificate for connections and presence in key ports submitted.			
2	NATIONAL TREASURY OR RESERVE BANK CLEARANCE			
2.1	Bidder must submit proof National Treasury or Reserve Bank Clearance as indicated below, if any.			
2.1.1	National Treasury or Reserve Bank Clearance: Ability to transfer funds overseas.			
2.1.2	Proof of application for National Treasury or Reserve Bank Clearance in progress.			

2.1.3	No Proof of National Treasury or Reserve Bank Clearance submitted.			
3	IMPORT LICENCE			
3.1	Bidder must submit proof of Import Licence as indicated below, if any.			
3.1.1	Bidder must submit proof of Import Licence as registered with customs at the South African Revenue Services (SARS). The import licence will be required during clearance of goods at customs.			
3.1.2	Proof of application for Import Licence in progress.			
3.1.3	No proof submitted.			
4	CURRICULUM VITAE			
4.1	Bidder must submit Curriculum Vitae as indicated below, if any.			
4.1.1	Bidder must submit Curriculum Vitae of all members who will act as appointed ship's agent for the deployments in foreign port(s).			
4.1.2	No CV's submitted.			
5	QUALITY AND COMPLIANCE			
5.1	Bidder must submit proof of Quality and Compliance as indicated below, if any			
5.1.1	Bidders must submit proof of NATO Master Catalogue of Reference For Logistics Licence (NMCRL) for access to supply commodities specification Original Equipment Manufacturer (OEM) for logistic support.			
5.1.2	No proof of NATO Master Catalogue of Reference For Logistics Licence (NMCRL) for access to supply commodities specification Original Equipment Manufacturer (OEM) for logistic support submitted.			
6	EXPERIENCE AND EXPERTISE			
6.1	Industry Experience: The Bidder must submit proof of experience and knowledge in providing a comprehensive, professional Shipping Agent service to any Navy and/or other ship operators during the deployment of vessels to any foreign (outside the borders of South Africa) port.			

6.1.1	Submit proof of five (5) previous and / or current contracts or more.			
6.1.2	Submit proof of four (4) previous and / or current contract or more.			
6.1.3	Submit proof of three (3) previous and / or current contract or more.			
6.1.4	Submit proof of two (2) previous and / or current contract or more.			
6.1.5	Submit proof of one (1) previous and / or current contract or more.			
6.1.6	No proof submitted.			
7	CUSTOMER SERVICE AND RESPONSIVENESS			
7.1	Bidder must submit a customer services flow diagram as indicated below, if any.			
7.1.1	Submit a customer service and responsiveness flow diagram of available communication channels.			
7.1.2	No proof of a customer service and responsiveness flow diagram of available communication channels submitted.			

4. **NB: All required proof must be submitted with offer by closing date and time. Failure to submit the proof the bidder will lose points allocated.**

5. The calculations for scoring would be as follows:

$$A \div B \times 100$$

A = Total score of bid/proposal under consideration

B = Maximum possible score.

6. The qualifying bidder should obtain a minimum score of 75%.

SCORING TABLE

Ser. No	Criteria	Weight	Bidders Points	Total	Remarks
1	Network and Coverage				
2	National Treasury or Reserve Bank Clearance				
3	Import Licence				
4	Curriculum Vitae				
5	Quality and Compliance				
6	Experience and Expertise				
7	Customer Service and Responsiveness				
	TOTAL	100			

7. I declare that I have no personal interest in the matter addressed in the submission and I did not purposefully and unlawfully prejudice anyone in the discharge of my duty as a scorer.

8. **Phase 3:** Only bidders who qualified on Phase 2 (Functionality) will be evaluated on phase 3&4 (Price and Specific Goals)

Phase 3	Price. (Will be according to specific requirements)	90/10
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9. **Phase 4:** Preferential points. (As per Preferential Procurement Regulations 2022)

10. In terms of Regulation 4(2); 5(2); and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purpose of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/documentation stated in the conditions of this tender

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

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

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

TABLE 1: THE TENDERER IS TO PICK ONLY ONE SPECIFIC GOAL

	The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
LEVEL 1	51% owned by Black Women Military veterans or 51% owned by Black Youth or 51% owned by Black people with disability	10	20		
LEVEL 2	51% owned by Black Male Military veterans or 51% owed by people with disability or 51% owned by Black Women EME's	8	18		
LEVEL 3	51% owned by Women Military veterans or 51% owned by Black Male EME's or 51% owned by Black Women EME's or 51% owned by Black Women QSE's	6	16		

LEVEL 4	51% owned by Male Military veterans or 51% owned by Youth or 51% owned by any other EME's or 51 owned by Black Male QSE's or 51% owned by Women QSE's	4	14		
LEVEL 5	51% owned by any other QSE's	2	12		
LEVEL 6	Not Applicable				
LEVEL 7	Not Applicable				
LEVEL 8	Non-Compliant	0	0		

NOTE: Bidders to take note that Specific Goal Points claimed will be verified on the CSD Registration Report.

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

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

16. **Calculation of the total points scored for price and Specific Goals**
The points scored for price must be added to the points scored for Specific Goals to obtain the bidder's total points scored out of 100.

PARTICULARS OF SCORE OBTAINED

BID NUMBER	SPSC/B/ /2024
NAME OF BIDDER	
BIDDERS SCORE OBTAINED	
NAME OF SCORER	
RANK	
SIGNATURE	
DATE	/ /2024

087856

APPENDIX A



PRICING SCHEDULE

Pricing Schedule: All fields on this document must be fully completed.

Attention must be given to page 1, Bidders to complete the address block or make use of a Company Stamp, Total Unit Cost and Total Cost must be completed. The bid must be submitted in the Two (2) separate Envelope system as follows:

Envelope 1: Pricing Schedule (Only Pricing Schedule)

Envelope 2: SBD documents, Statement of work and all other required documents.

NOTE: DOCUMENTS SUBMITTED IN ONE (1) ENVELOPE AND NOT IN TWO (2) SEPARATE ENVELOPES AS INDICATED ABOVE, WILL BE INVALIDATED

Failure to submit these documents as indicated by the closing date and time will invalidate this offer.

Appendix A



the sandf

Department:
Defence
REPUBLIC OF SOUTH AFRICA

Request for Bid : SPSC/B/026/2024

Author: N Booyes
Date: 12/12/2024 10:14:07

PRICING SCHEDULE

Bid No: SPSC/B/026/2024
Document No: 0000556947
Description: THREE (3) YEAR CONTRACT PERIOD FOR THE RENDERING OF A SHIPPING AGENTS OUTSIDE THE BORDERS OF SOUTH AFRICA FOR THE SOUTH AFRICAN NAVY. FOR ANY ENQUIRIES CONTACT WARRANT OFFICER CLASS ONE S.I JONES 021 787 3373/4080
Currency: ZAR
Closing Date: 2025/02/19 11:00:00
Status: Created
Validity Days: 120 Days
Document Type: Request for Bid Open
Company Name:
Attention:
Tel No:
Fax No:
Cell No:
Email:

No.

Item Code	Item Description	Consumer	Delivery Point	Purchase Unit of Measure	Date Required
35151038	FIXED HOURLY LIASON RATE FOR TWO (2) PEOPLE AS PER ATTACHED SPECIFICATION FOR YEAR 1	NAVAL BASE SIMONSTOWN	Simon's Town	Per Hour	
Line Comment					
DELIVERY AS DETERMINED BY THE SA NAVY					
Total Unit Cost in ZAR Currency, including VAT and ALL Delivery Costs					
Total Cost in ZAR Currency, including VAT and ALL Delivery Costs					

Item Code	Item Description	Consumer	Delivery Point	Purchase Unit of Measure	Date Required
35151038	FIXED HOURLY LIASON RATE FOR TWO (2) PEOPLE AS INDICATED ON ATTACHED SPECIFICATION FOR YEAR 2	NAVAL BASE SIMONSTOWN	Simon's Town	Per Hour	
Line Comment					
DELIVERY AS DETERMINED BY THE SA NAVY.					
Total Unit Cost in ZAR Currency, Including VAT and ALL Delivery Costs					
Total Cost in ZAR Currency, Including VAT and ALL Delivery Costs					

2

Item Code	Item Description	Consumer	Delivery Point	Purchase Unit of Measure	Date Required
35151038	FIXED HOURLY LIASON RATE FOR TWO (2) PEOPLE AS INDICATED ON THE ATTACHED SPECIFICATION FOR YEAR 3	NAVAL BASE SIMONSTOWN	Simon's Town	Per Hour	
Line Comment					
DELIVERY AS DETERMINED BY THE SA NAVY.					
Total Unit Cost in ZAR Currency, Including VAT and ALL Delivery Costs					
Total Cost in ZAR Currency, Including VAT and ALL Delivery Costs					

3

Indicate Lead Time for all Items (Days)

The following conditions are hereby accepted:
"Standard Terms and Conditions;" or "General Conditions of Contract" Available on Websites () or attached.
The awarding of the price quotation as determined by (Department of Defense).
The following is hereby certified:
This offer is correct and any mistakes will be at my risk.
I accept responsibility for the execution of all obligations entrusted upon me.
I did not participate in any collusive practices with any other supplier or any other person regarding
this price quotation or any other price quotation.
I am duly authorized to sign the price quotation.
The offer is inclusive of value Added Tax

Name: Capacity:

Signature: Date:

Price Firm Y/N	Brand & Model	Grand Total Including Vat:
Do You Accept Government Orders Y/N	Delivery Period Firm Y/N	
Comply with Specification Y/N	If Not, Deviations	

Questionnaires

Questionnaires / Evaluation Criteria

THE B2C5 QUESTIONNAIRE EVALUATION TEMPLATE V2

PLEASE COMPLETE SBD b.1

Questions		Options	
Level 1: 51% owned by Black Women Military veterans / 51% owned by Black youth / 51% owned by Black people with disability Level 2: 51% owned by Black Male Military veterans / 51% owned by people with disability / 51% owned by Black Women EMEs Level 3: 51% owned by Women Military veterans / 51% owned by Black Male EMEs / 51% owned by Black Women QSEs/51% owned by Women EMEs		LEVEL1	
		LEVEL2	
		LEVEL3	
		LEVEL4	
		LEVEL5	
		LEVEL6	

~~Level 4: 51% owned by Male Military veterans / 51% owned by youth / 51% owned by any other EMEs / 51% owned by Black Male QSEs / 51% owned by Women QSEs~~

~~Level 5: 51% owned by any other QSEs~~

THE 50/10 QUESTIONNAIRE EVALUATION TEMPLATE V2

Questions

Level 1: 51% owned by Black Women Military veterans / 51% owned by Black youth / 51% owned by Black people with disability

Level 2: 51% owned by Black Male Military veterans / 51% owned by people with disability / 51% owned by Black Women EMEs

Level 3: 51% owned by Women Military veterans // 51% owned by Black Male EMEs / 51% owned by Women EMEs / 51% owned by Black Women QSEs

Level 4: 51% owned by Male Military veterans / 51% owned by any other EMEs / 51% owned by Black Male QSEs / 51% owned by Women QSEs / 51% owned by Youth

Level 5: 51% owned by any other QSEs - 2

Options

LEVEL 1

LEVEL 2

LEVEL 3

LEVEL 4

LEVEL 5

LEVEL 6

LEVEL 7

LEVEL 8

NOT-COMPLIANT

Attachment Description

Attachment File Name

087857

APPENDIX B



SBD 4: BIDDERS DISCLOSURE

SBD 4 - Bidders Disclosure: This document must be fully completed. Failure to submit this document as indicated by the closing date and time **will invalidate this offer. Appendix B**

Failure to submit the document as indicated by the closing date and time will invalidate this offer.

Appendix B

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

- 2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest ¹ in the enterprise, employed by the state?

YES / NO

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

Full Name	Identity Number	Name of State Institution

- 2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution?

YES / NO

- 2.2.1 If so, furnish particulars:

.....

.....

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.

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

3.1 I have read and I understand the contents of this disclosure;

3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;

3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium ² will not be construed as collusive bidding.

3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.

3.5 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

3.6 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.

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.

3.7 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

087858

APPENDIX C



SBD 6.1: PREFERENCE POINTS CLAIM FORM

SBD 6.1 - Preference Points Claim Form: This document must be fully completed. Failure to submit this document as indicated by the closing date and time **will forfeit your Specific Goals points. Appendix C**

Failure to complete the document as indicated by the closing date and time will forfeit your Specific Goals points.

Appendix C

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

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

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

1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to invitations to tender:
- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
 - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).
- 1.2 **To be completed by the organ of state**
(delete whichever is not applicable for this tender).
- a) The applicable preference point system for this tender is the 90/10 preference point system.
- b) The applicable preference point system for this tender is the 80/20 preference point system.
- c) Either the 90/10 or 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.
- 1.3 Points for this tender (even in the case of a tender for income-generating contract(s)) shall be awarded for:
- (a) Price; and
- (b) Specific Goals.

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	90
SPECIFIC GOALS	10
Total points for Price and SPECIFIC GOALS	100

- 1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

- (a) “**tender**” means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) “**price**” means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) “**rand value**” means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) “**tender for income-generating contracts**” means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) “**the Act**” means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

80/20	or	90/10
$Ps = 80 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)$	or	$Ps = 90 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)$

Where

- Ps = Points scored for price of tender under consideration
- Pt = Price of tender under consideration
- Pmin = Price of lowest acceptable tender

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

3.2.1. **POINTS AWARDED FOR PRICE**

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

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

Where

- Ps = Points scored for price of tender under consideration
Pt = Price of tender under consideration
Pmax = Price of highest acceptable tender

4. **POINTS AWARDED FOR SPECIFIC GOALS**

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender.
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
 - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,
- then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

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

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

THE TENDERER IS TO PICK ONLY ONE SPECIFIC GOAL

Status Level	The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Level 1	51% owned by Black Women Military veterans or 51% owned by Black Youth or 51% owned by Black people with disability	10	20		
Level 2	51% owned by Black Male Military veterans or 51% owned by people with disability or 51% owned by Black Women EME's	8	18		

Level 3	51% owned by Women Military veterans or 51% owned by Black Male EMEs or 51% owned by Women EMEs or 51% owned by Black Women QSEs	6	16		
Level 4	51% owned by Male Military veterans or 51% owned by Youth or 51% owned by any other EMEs or 51% owned by Black Male QSEs or 51% owned by Women QSEs	4	14		
Level 5	51% owned by any other QSEs	2	12		
Level 6	Not Applicable				
Level 7	Not Applicable				
Level 8	Non-compliant	0	0		

NOTE: Bidders are to submit Sworn Affidavit to substantiate the preference points claimed. Sworn Affidavit must be signed by legally recognized Commissioner of Oath.

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) **If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –**
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution, if deemed necessary.

NOTE: The Department of Defence reserves the right to verify the truthfulness of the claims (par 4.6 iii).

.....
SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:

DATE:

ADDRESS:

.....

.....

.....

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APPENDIX D



NON-COMPULSORY BRIEFING SESSION CERTIFICATE

Non-Compulsory Briefing Session Certificate: Suppliers/Contractors are advised to send a technically knowledgeable representative to the briefing session and site viewing. Failure to attend the compulsory briefing session and site viewing and submit the completed and signed Briefing Session Certificate by the closing date and time **may invalidate this offer.**

Failure to submit this document as indicated by the closing date and time may invalidate this offer.

Appendix D

SIMON'S TOWN PROCUREMENT SERVICE CENTRE

BIDDERS INFORMATION BRIEFING SESSION CERTIFICATE

Briefing session date: 23 JANUARY 2025

Briefing session time: 11:00 AM

Venue: Simon's Town Procurement Service Centre, 2 Arsenal Road,
Simon's Town, Community Hall

Bid No: SPSC-B-026-2024

Closing date: 19 FEBRUARY 2025

Closing time : 11H00

Validity period: 120 Calendar Days

The Information briefing session is **NON Compulsory** and the signed and stamped certificate must be submitted as appendix D as part of the Bid document.

It is hereby confirmed that:

_____ (Representative)

Of _____ (Legal Name of company)

Attended the official briefing session and cognisance has been taken of the information as per the presentation, bid document, the brochure/hand-out and all relevant documentation.

(_____))
SIGNATURE OF REPRESENTATIVE

(_____))
CHIEF LOGISTICS: LIEUTENANT GENERAL

OFFICIAL DATE STAMP

The time as stipulated in the Bid document for the briefing session and latecomers will under no circumstances be permitted to attend.

Failure to attend the briefing session and provide this completed certificate with the Bid document by the closing date and time will invalidate your Bid



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APPENDIX E



SBD 1: INVITATION TO BID

SBD 1 / Invitation to Bid: This document to be fully completed. Failure to submit this document as indicated by the closing date and time **may invalidate this offer.**

Failure to submit this document as indicated by the closing date and time may invalidate this offer.

Appendix E

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	SPSC-B-026-2024	CLOSING DATE: 23 JANUARY 2025	CLOSING TIME:	11H00 AM	
DESCRIPTION	ADVERTISEMENT OF SHIPS AGENT FOR THE SA NAVY FOR A PERIOD OF THREE (03) YEARS				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
DOCUMENTS TO BE DEPOSITED AT THE ENTRANCE (GREEN BOX) SIMON'S TOWN PROCUREMENT SERVICE CENTRE, NO: 2 ARSENAL ROAD, SIMON'S TOWN OR HANDED IN AT THE BID RECEPTION SECTION, NO: 2 ARSENAL ROAD, SIMON'S TOWN (DIRECTIONS TO THE ABOVE ADDRESS AVAILABLE WITH THE BID DOCUMENTS)					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	CHIEF PETTY OFFICER M.L. CLAASSEN		CONTACT PERSON	SSGT N.N. JANTJIES	
TELEPHONE NUMBER	021 787 5135		TELEPHONE NUMBER	021 787 5144	
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	spscbidinvitation@gmail.com		E-MAIL ADDRESS	spsctechsection@gmail.com	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES 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, 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:

.....

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CENTRAL SUPPLIER DATA BASE (CSD) FULL REGISTRATION / SUMMARY REPORT

Central Suppliers Database (CSD) Registration/Summary Report: The CSD Full Registration / Summary Report should be submitted. The supplier should be:

- i. Tax Compliant on day of award. If not compliant, a grace period of 7 days will be given to update this status.
- ii. Successfully verified bank details
- iii. Physical Address type
- iv. Suppliers should be registered for the commodity/service required for this bid

Failure to submit the CSD Full Registration / Summary Report by the closing date and time may invalidate this offer. Appendix E

Failure to submit the CSD Full Registration / Summary Report by the closing date and time may invalidate this offer.

Appendix F

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APPENDIX G



SPSC Indemnity Agreement Form

SPSC Indemnity Agreement Form: This document to be fully completed. Failure to submit this document as indicated by the closing date and time **may invalidate this offer.**
Appendix G.

Failure to submit the fully completed SPSC Indemnity Agreement Form as indicated by the closing date and time may result in the Bidder forfeiting points.

Appendix G

RELEASE OF INDEMNITY AGREEMENT FROM BIDDER: _____

IN RESPECT OF SPSC / B / 026 / 2024

INDEMNITY

1. I agree that the Department of Defence, it's agents. Officers, employees, volunteers and representatives (hereafter referred to as "DOD") are indemnified from any claim that may arise from a third party and all costs or legal expenses in this regard, to such a claim for loss or damage resulting from the death, illness, injuries or disability of any such person(s), or the damage to the property of mine or any other person(s) that may result from or be related to the execution of this contract.

2. The DOD and its employees will not be held responsible for any claim or injury to my personnel or the personnel of my sub-contractors, if and when applicable, whilst on DOD property or in the execution of their tasks on DOD property.

DAMAGE COMPENSATION

3. I will be held liable for any damage or theft that may be caused, to the premises or content by me or my employees or be due to our neglect whether in the normal execution of our duties or otherwise and a claim for indemnification can accordingly be imposed by the DOD against me.

4. In the case of damages to premises or content resulting from the work done, I undertake to rectify the damage immediately to the satisfaction of the DOD. If I fail to act immediately after notification, the DOD will rectify the damage at will and the cost thereof will be recovered from any monies outstanding to me.

WAIVER

5. No waiver of any of the terms and conditions of the contract will be binding or effectual for any purpose unless expressed in writing and signed by the parties thereto, and any waiver will be effective only in specific instances and for the purpose given. No failure or delay on the part of either party in exercising any right, power or privilege hereunder will operate as a waiver thereof, nor will any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof or the exercise of right, power or privilege.

ACKNOWLEDGEMENT

I acknowledge that I have read and understood this agreement, that I have executed this agreement voluntarily and that this agreement is binding to myself. I accept that the DOD may reject the offer and/or act against me if I contravene this agreement.

Full Name and Signature of Bidder's Duly Authorised Representative

Date _____

Witness 1: _____ **Witness 2:** _____

Date: _____



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WRITTEN AGREEMENT WRT OCCUPATIONAL HEALTH AND SAFETY AGREEMENT (OHSA)

Written Agreement wrt Occupational Health and Safety Agreement (OHSA): The signed OHSA agreement amongst the DOD, bidder and sub – contractor/s (in the event of sub-contracting) to be fully completed. Failure to submit this document as indicated by the closing date and time **may invalidate this offer. Appendix H.**

**Failure to submit this document as indicated by
the closing date and time may invalidate this offer.**

Appendix H



**WRITTEN AGREEMENT TO COMPLETE AN OCCUPATIONAL HEALTH AND SAFETY
AGREEMENT FOR THE COMPLETION OF A CONTRACT ENTERED INTO BETWEEN**

THE DEPARTMENT OF DEFENCE AND _____

_____(Herein after referred to as the contractor)

AS ENVISAGED BY SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT NO
85 OF 1993 AS AMENDED

WORKMAN COMPENSATION NUMBER: _____

1, I, (full names) _____

(Identity Number _____) being fully authorised to represent the Contractor, do hereby confirm that the supplier is an employer on its own right with duties as prescribed in the Occupational Health and Safety Act 85 of 1993 as amended and agree to ensure that all work will be performed or plant and machinery will be used in accordance with the provision of the said Act.

2. I hereby confirm that I will ensure that all our employees or Subcontractors workmen are covered in terms of the Compensation for Occupational Injuries and Diseases Act 1993, which cover shall remain in force whilst any such workmen are working with or on Department of Defence (DOD) property for the duration of the contract period.

3. I furthermore confirm that we and / or our Subcontractor(s) are in possession of a valid "Certificate of good standing" issued by the Workman Compensation Commissioner.

4. I furthermore confirm and agree that I and / or our Subcontractor(s) will sign a written agreement on occupational health and safety responsibilities for completion of a contract entered into between the Department of Defence **within 10 days** of the award of the contract should we be successful bidder. I acknowledge that should I fail to sign the OHAS agreement within this period; the contract will be terminated with immediate effect with no recourse on my behalf.

Signed By Contractors Authorised Representative

Full Name of Contractors Authorised Representative

Witnesses 1. _____

2. _____

Signed and entered into at _____ On _____ 2024

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APPENDIX I



SPSC GROUP QUESTIONNAIRE

SPSC Group Questionnaire: This document to be fully completed. Failure to submit this document as indicated by the closing date and time **may invalidate this offer.**

Appendix I

Failure to submit this document as indicated by the closing date and time may invalidate this offer.

Appendix I

SIMON'S TOWN PROCUREMENT SERVICE CENTRE

CLOSING DATE OF BID: 19 FEBRUARY 2025
CLOSING TIME OF BID: 11H00 AM

BID NUMBER: SPSC-B-026-2024
VALIDITY: 120 CALENDAR DAYS

GROUP QUESTIONNAIRE

Circle applicable response and delete not applicable response.

Service required for: **SHIPS AGENT FOR THE SA NAVY FOR A PERIOD OF THREE (03) YEARS**

Do you confirm compliance to 120 calendar day's validity period? YES / NO

If not, state reason/s: _____

Is your price firm for the validity period of 120 calendar days? YES / NO

If not, state reason/s: _____

Lead Time/Delivery period required by supplier after receipt of order: days, weeks or months _____

Copies of General Bid Conditions and General Conditions of Contract are available from the National Treasury Website (www.treasury.gov.za)

Do you confirm compliance to the Special Conditions of Contract, General Bid Conditions and General Conditions of Contract YES / NO

Do you confirm that you may sign a SBD 7.1 or SBD 7.2 on award, YES /NO

General Information

Bid Documents: have you made/kept a copy of completed Bid documents for reference purposes: YES / NO

Clarification of Information: It has been noted and confirmed that the DOD may request clarification on any information regarding any aspect included in the bid document. The bidder is to supply the requested information within the requested time span. Failing may result in the bid being disqualified.

ADMINISTRATION

Bidders are requested to number each page of the Bid Document submitted. Pages are to be numbered from the bottom page to the top page (top right hand corner)

NB: SPSC RESERVES THE RIGHT TO RECALL THE BIDDER/S TO COMPLY WITH THE ABOVE ADMINISTRATION INSTRUCTION

I/WE HEREBY CONFIRM THAT I/WE HAVE COMPLIED WITH ALL OF THE ABOVE REQUIREMENTS

WITNESS 1: _____.. DATE: _____

WITNESS 2: _____ DATE: _____

BIDDER NAME: _____

SIGNATURE: _____ DATE: _____

Capacity under which this bid is signed _____



DEFENCE INTELLIGENCE QUESTIONNAIRE (D.I.)

Defence Intelligence Questionnaire (D.I.) The DI Vetting form must be completed in full. Failure to submit the DI Vetting form and required documentation as indicated by the closing date and time **may invalidate this offer.**

N.B. The short listed companies will be requested to submit Police Clearance for all personnel entering SANDF Property.

Failure to submit the DI Vetting form and required documentation as indicated by the closing date and time may invalidate this offer.

DEPARTMENT OF DEFENCE INTELLIGENCE (DI) VETTING

TO DI SEC INSTR/01/2014

QUESTIONNAIRE:

MAIN CONTRACTOR

Company Name:

Company Registration Number:

DOD Supplier Code (if already registered with the DOD):

Personal particulars of Company Director(s) (Include copy of RSA Identification and passport document):

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.....

Personal particulars of Foreign Nationals employed by the company (incl copy of ID / passport and working visa/ documentation)

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Company Physical Address:

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Company Postal Address:

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Company Core Business:

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SECTION B

SUB CONTRACTORS DETAILS

Personal particulars of sub-contractors if any (Include copy of RSA Identification and passport documents):

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Personal particulars of Foreign Nationals employed by the company (incl copy of ID / passport and working visa/ documentation)

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Sub Contractors Company Physical Address:

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Sub Contractors Company Postal Address:

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Sub Contractors Company Core Business:

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SECTION C

MAIN CONTRACTOR

1. When did the company begin with its operations?

Answer:

2. Does the company have a valid SARS tax clearance certificate? If yes, provide the tax clearance certificate number and the certified copy of the certificate.

Answer:

3. Is the company registered with the Company and Intellectual Property Commission (CIPC)? If yes, provide the registration number and attach a certified copy of the registration certificate.

Answer:

4. Who are the shareholders of the company and what percentage of shares do they each possess?

Answer:

.....

.....

5. List the services that will be rendered by the company to the SANDF?

Answer:

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.....

6. Which DOD installations/unit and specific area/section does the company required access to?

Answer:

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.....

7. Name list and copies of RSA ID's / passports of all employees entering the DOD installation.

Answer:

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8. Does the company provide services to other RSA state departments? If yes, provide the names of the departments and the period/s during which service was provided.

Answer:

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.....

9. Does the company provide services to foreign governments and/or companies? If so, provide details.

Answer:

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10. Has the company been implicated in any fraudulent activities? If yes, provide details.

Answer:

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.....

11. Has the company been implicated in any corrupt practices? If yes, provide details.

Answer:

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12. Has the company been implicated in any other criminal activity? If yes, provide details.

Answer:

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13. Does the company have the Employment Equity Plan? If yes, provide the Employment Equity Plan as well as the number and composition of the employees. (Only if the company is South African or employs South Africans)

Answer:

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14. What is the track record and achievements of the company? Provide details.

Answer:

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15. Is the company under investigation by any government security agency? If yes, provide details.

Answer:

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16. What known factor could possibly prevent this company from entering into contract with the Department of Defence and Military Veterans or any component thereof and why?

Answer:

.....

.....

Compiled by:

Name:

Identification Number:

Position in Company:

Signature:

Date:

NB: Important; The following documentation is Mandatory and is to be included in the DI vetting declaration

- *The profiles of the Director(s) of the Main Contractor and Sub- Contractors as well as their RSA Identification and passport documents.*
- *The current Financial Statement(s) of the company.*
- *The current and valid SARS Tax Clearance Certificate.*
- *The current and valid SARS Personal Tax Clearance Certificate and or IRP6 of all Directors, Shareholders and Members (Sub-Contractor/s included).*
- *The registration number and attach a certified copy of the registration certificate with the Company and Intellectual Property Commission (CIPC).*
- *Central Data Base registration report with MAAA and Unique number.*
- *Name list and RSA IDs of all personnel entering DOD premises.*
- *Foreign Nationals employed by the company (incl copy of ID / passport and working visa/ documentation).*
- *Employment Equity Plan as well as the number and composition of the employees. (Only if the company is South African or employs South Africans).*

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SECTION C

SPECIFICATION



STATEMENT OF WORK

STATEMENT OF WORK: The bidder's compliance must be indicated with the word **comply/do not comply, agree/do not agree, yes or no**, or any other form of acceptance or non-acceptance on the statement of work, **each paragraph and sub-paragraph must be acknowledged**. No abbreviations will be accepted, for example, "c/nc for comply/not comply or y/n for yes/no etc". The most suitable supplier will be awarded in accordance with compliance to Statement of Work and fit for purpose

A separate attached signed letterhead shall be used if space provided is inadequate for listing the deviations. It shall clearly list the relevant paragraphs and, in detail, the deviations from that stated/specified.

This Statement of Work shall not be used for any purpose other than tendering or manufacturing. No alterations shall be allowed without the consent of the Simon's Town Procurement Service Centre

Failure to comply will invalidate this offer. Appendix K

Failure to comply as indicated by the closing date and time will invalidate this offer.

Appendix K

SPECIFICATION FOR THE SHIPS AGENT FOR THE SA NAVY FOR A PERIOD OF THREE (03) YEARS



Lefapha la Boiphelelo . Kgoro ya Tshireletso . ISebe lezoKhuselo . Department of Defence . Mthasho wa Tsiriledzo
UmiNyango WezokuVikela . Ndzawulo ya swa Vusireheleri . Lefapha la Tshireletso . Departement van Verdediging



!

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1.	INTRODUCTION	Comply / Do not Comply
1.1	The contents of this Specification is intended to form the basis of a contract between the State and the successful Tenderer, who must be able to undertake the required services for the SA Navy's vessel/s and personnel in ports outside the borders of the Republic of South Africa. The Agent is required to be on call 24/7 whilst the vessel is at sea or alongside in a foreign country, to deal with any emergency that may arise.	
2.	QUALITY REQUIREMENTS	
2.1	Submit proof in bidding company name of ISO 9001: 2015 (or latest) OR equivalent (APPENDIX L).	
2.2	Submit proof of registration in bidding company name with SAASOA (South African Association of Ship Operators and Agents or ISSA (International Ship Suppliers and Service Association) (APPENDIX M).	
2.3	The Quality Control function shall be the responsibility of the Shipping Agent and the particular vessel deployed.	
2.4	Any discrepancies wrt to Goods and Services must be relayed to the Tasking Authority, with Immediate effect.	
2.5	The Audit Functions shall be the responsibility of Director Fleet Force Preparation and the Fleet Budget Manager representative.	
SPECIFICATION FOR THE SHIP'S AGENT FOR THE SA NAVY FOR A PERIOD OF THREE (03) YEARS		
3.	PURPOSE OF A SHIPS AGENT	
3.1	The Contractor is to provide a comprehensive, professional ships agent support service to the South African Navy during the deployment of any SA Naval vessels to any foreign (outside the borders of South Africa) port of call.	
3.2	The Contractor is to appoint and liaise with appointed foreign shipping agents in each of the foreign ports of call to provide the required support during the deployment.	
3.3	The Contractor is to liaise with SA Embassies with appointed foreign shipping agents in each of the foreign ports of call to provide the required support during the deployment.	
3.4	To assist the SA Navy during the planning, pre-deployment, deployment and post-deployment stages of the deployment.	
3.5	Provide a comprehensive financial overview and summary of the entire deployment stage.	

		Comply / Do not Comply
3.6	Ensure that all planning, deployment and ships movements remain confidential and are not disclosed to anyone not directly involved in the actual deployment process.	
4.	TASKING AUTHORITY	
4.1	The central nodal point and Sole Tasking Authority to the appointed ships agent will be via the SA Navy Flag Officer Fleet represented by the Senior Staff Officer Operations Management (SSO Ops Man).	
5.	TASKS	
5.1	The required tasks are divided into the following four stages: Stage 1: Planning stage. Stage 2: Pre-deployment stage. Stage 3: Deployment stage. Stage 4: Post-deployment stage.	
6.	STAGE 1: PLANNING STAGE. During the planning stage the Ship's Agent is required to compile and submit a Port Information Pack which must contain at least the following information in respect of the local requirements for the identified foreign ports.	
6.1	Custom regulations.	
6.2	Immigration regulations including visa requirements.	
6.3	Loading and discharging requirements.	
6.4	Local health regulations.	
6.5	Vaccination requirements.	
6.6	Navigation aids and information, lighthouses.	
6.7	Local port regulations regarding reporting and clearing.	
6.8	Tourism, including bus and train services.	
6.9	Cost of living (Rate of exchange and foreign allowances).	
6.10	Availability of berths, berthing parties, cranes, bunkering services etc.	
6.11	Use of pilots, tugs, linesmen, fendering, regulations, clearance etc.	
6.12	Port radio communications, network systems and call signs.	
6.13	Availability and restrictions regarding the supply of fresh water, fuel, victuals and telephones.	
6.14	Transport for official use by the ships companies.	

		Comply / Do not Comply
6.15	Local emergency telephone numbers (police, hospitals).	
6.16	Issuing of any additional certificates: Rat Free, Ballast water, Dunnage (Packaging materials eg bubble wrap, plastic etc).	
6.17	Details regarding the arranging of any emergency aspect: International air flights at short notice, visa's etc.	
6.18	Local harbour master details.	
7.	STAGE 2: PRE-DEPLOYMENT STAGE. During the pre-deployment stage, the following tasks must be completed on the information submitted in the Port Information Pack:	
7.1	A detailed estimated cost breakdown quotation for all planned costs for each service to be provided in each port of call for each ship to the tasking authority for approval, budget and verification purposes. The quotation must contain at least the following information :	
7.1.1	A comprehensive cost breakdown of all services specified and required in terms of the Port Information Pack and as agreed upon between the agent and SSO Ops Man.	
7.1.2	All personnel costs and relevant fees.	
7.1.3	All travel costs.	
7.2	The quotation is to include the relevant rate of exchange on the date of the quotation. The quoted rate of exchange will form the basis for the payment and verification purposes, and will be compared to the actual rate of exchange claims. Quotes and invoices are to be submitted in USD and ZAR and must reflect the daily exchange rate.	
7.3	Arranging the required surveys and issuing of the required certificates (if required) i.e. those applicable to the Suez and Panama canals prior to the deployment.	
7.4	Provide and confirm the detail of the Port Information Pack to SSO Ops Man.	
7.5	Provide the contact detail of the foreign shipping agent providing the service in the port with confirmation that all the required support has been arranged.	
8.	STAGE 3: DEPLOYMENT STAGE. During the deployment stage the following tasks must be completed based on the information submitted in the Port Information Pack.	
8.1	Arrange the required services as identified and agreed upon in the planning and pre-deployment stages in the foreign port(s) concerned as indicated in the Port Information Pack.	

		Comply / Do not Comply
8.2	Arrange for any additional service which may arise during the deployment as tasked by SSO Ops Man.	
8.3	Provide cut-off date(s) for the dispatching of mailbags and stores to the foreign ports.	
8.4	Arrange for the collection of mailbags and stores from location(s) indicated by the Tasking Authority and the dispatching thereof to the foreign ports, including the subsequent uplifting, clearance by foreign customs and the delivery thereof to the ship (s).	
8.5	Ensure that all mail from the deployed ship (s) is collected by the appointed shipping agents in the foreign ports and dispatched to the RSA for delivery by the local agent at the pre-determined address.	
8.6	Keep the Tasking Authority informed of the flight and delivery details of all the dispatched mail / stores at all times.	
8.7	Liaise with the Tasking Authority to establish any changes in the sailing program of the ship (s) and advise the foreign agents thereof and provide confirmation to the Tasking Authority.	
8.8	Provide a summary of all goods and services rendered to the deployed vessel/s for every Port of Call to the Tasking Authority.	
9.	STAGE 4: POST-DEPLOYMENT STAGE. During the post-deployment stage the following tasks must be completed:	
9.1	Provide a detailed cost breakdown of all costs incurred (Disbursement Account) for each service provided in each port of call for each ship to the Tasking Authority within 30 days of the return of the ship to its home port. The cost break down is to include the relevant rate of exchange used for all transactions done in foreign currency. Proof is to be kept for audit purposes.	
9.2	Provide a detailed report detailing possible areas of improvement for each port of call for each ship to the Tasking Authority within 30 days of the ship to its home port.	
9.3	Attend debriefing meetings with the Tasking Authority and the Officer Commanding(s) of the ship (s) to rectify and improve upon any areas of concern.	
10.	SECURITY	
10.1	Personnel. The appointed ship's agent must provide the names and full particulars of at least 2 members of staff who will be directly involved in the management of the contract so that they can be subjected to the SA National Defence Force security screening and verification process.	

		Comply / Do not comply
10.2	Vetting. It is to be noted that any member of staff actively involved in the management of any deployment may be subjected to the SA National Defense Force security screening and verification process at any time.	
10.3	Ships movements. During the planning and pre-deployment stages the ship (s) movements are classified and this information is restricted to Flag Officer Fleet, the Tasking Authority, the Officer(s) Commanding of the ship(s) and the appointed ship's agent. This information may under no circumstances be discussed with any other person or be made public knowledge.	
11.	FINANCIAL	
11.1	The appointed Ship's Agent must provide proof of a Reserve Bank clearance authority or application thereof confirming the ability to transfer funds overseas (APPENDIX N).	
11.2	The appointed Ship's Agent must open a Treasury/Reserve bank account in their name into which funds will be deposited and this shall only be used for the SA Navy's account. No funds will be deposited into any personal bank account.	
11.3	The account details must be available for verification and audit by the SA Navy when required.	
11.4	During the pre-deployment stage the appointed Ship's Agent must provide a detailed cost breakdown indicating an estimated financial implication for all the Services and Goods to be provided to allow the Tasking Authority to ensure that sufficient funds are made available.	
11.5	After the completion of the visit, the outstanding invoices of the actual costs for each service must be submitted to the SA Navy Senior Officer Operations Management (SSO Ops Man) within 30 days for reconciliation purpose and final payment should there be any outstanding invoices. These documents are subject to an audit process and all supporting documentation for Goods and Services must be kept.	
11.6	Upon the acceptance of the cost break down for the services to be rendered, an amount not exceeding the estimated expenses may be transferred by the SA Navy to the contractors special bank account.	
11.7	Final payment will be done after the reconciliation of the final invoices has been completed and any other payments may be claimed back by the SA Navy or alternatively kept in the agent's special bank account as an advance for the next planned deployment. Interest accrued from the funds in the special bank account must be declared to the benefit of the State.	

12.	PERSONNEL SUPPORT	Comply / Do not Comply
12.1	<u>Tasking agents.</u> The appointed ship's agent must provide the names of a maximum of two members who will act as the appointed ship's agent for the deployments in the foreign port(s) for the duration of the contract and attach CV's for vetting (APPENDIX O)	
12.1.1	The appointed ship's agent must ensure that assistance is available on a 24 hour basis as and when it is required whilst a ship is deployed should any changes have to be made.	
12.1.2	The names, addresses and telephone numbers of all the ship's agent personnel available on a 24 hour basis must be made available to the Tasking Authority if different from para 12.1 to attach CV's for vetting (APPENDIX O) if applicable.	
12.2	<u>Foreign Ship's Agents.</u> The names, addresses and telephone numbers of all the foreign ships agent(s) / Chandler(s) applicable for the tasking must be made available to the Tasking Authority.	
12.3	<u>Agents claims.</u> The appointed ship's agent is limited to claim for the following actual expenses in the execution of the planning and deployment stages of the deployment should they be required to travel. All travel must be approved by the Tasking Authority prior to departure.	
12.4	<u>Accommodation.</u> Maximum grading of a three star hotel or equivalent Bed & Breakfast establishment for the period required.	
12.5	<u>Transport.</u> Maximum of a 1600cc sedan at the applicable AA rates per kilometer.	
12.6	<u>Flights.</u> The agent may claim economy class flight tickets cost only.	
12.7	<u>Meals.</u> The agent may claim actual meal costs only. No alcohol.	
13.	LABOUR RATE	
13.1	The appointed Ship's Agent may claim the indicated hourly labour rate for the two specified tasking agents as indicated in the pricing schedule for the period that they are involved in the various stages of the deployment. Proof must be retained and submitted in the form of time sheets.	
14.	GENERAL	
14.1	The appointed Ship's Agent must provide proof of the establishment of relevant acceptable security measures to eliminate any security irregularities, specifically related to ship(s) movements or the location of supplying of goods or the rendering of a service.	

		Comply / Do not Comply
14.2	The appointed Ship's Agent must advise the Tasking Authority immediately, without delay, of any imminent problems which may jeopardize the ship(s) movements, supply of goods or the rendering of any service.	
14.3	The appointed Ship's Agent must ensure that continuous negotiations take place between him/herself, his/her foreign agents, and all other service providers to ensure that the best possible prices and rates are obtained.	
14.4	Upon making arrangements with overseas ports and Ship's Agent's preference must be given to the requirement and instructions of the Tasking Authority in respect of dates, routes and preferred ports of call. Alternative arrangements can only be made with the authority of the Tasking Authority if it can be proven that with slight deviations to the required original arrangements, a financial saving can be made.	
14.5	The Simon's Town Procurement Service Centre (SPSC) will act as the contract manager and all problem areas regarding the management of the contract must be reported to the contract manager without delay. The Tasking Authority will submit a quarterly report to the contract manager detailing the performance of the appointed agent.	
15.	SPECIAL CIRCUMSTANCES (EMERGENCIES)	
15.1	Scope: In certain circumstances a vessel may require to dock for defects and repairs, in a foreign port. The Ship's Agent can be called upon to assist or arrange this requirement.	
15.2	In this case the Ship's Agent must provide the Tasking Authority with three (3) quotes.	
16.	PAYMENT OF ACCOUNTS	
16.1	A pro-forma invoice for each requirement will be submitted separately before or after the vessel has left the port and forwarded to the SSO Ops Man for processing of payment. The funds will then be transferred into the special bank account from which the contractor may make a withdrawal.	
16.2	The invoices submitted for reconciliation shall, where applicable, be accompanied by one copy of each of the following documents: a. In the case of repairs being undertaken: Acceptance Certificate by the vessel including copies of any relevant documents such as sub contractor's invoices. If there are labour charges, time sheets will be required for verification by SA Navy. b. Copies of all relevant supporting documents for costs claimed i.e. copies of all invoices including sub contract work. c. The invoices and supporting documents required above shall be forwarded to the SSO Ops Man.	

SECTION D

**FUNCTIONALITY CRITERIA
DOCUMENTS**

Network and Coverage

National Treasury or Reserve Bank Clearance

Import Licence

Curriculum Vitae

Quality and Compliance

Experience and Expertise

Customer Service and Responsiveness

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APPENDIX L



SECTION D

FUNCTIONALITY CRITERIA DOCUMENTS

Network and Coverage

Bidder must submit proof of the company's Geographic Footprint and port Coverage indicating the Agent's level of connections and presence in key ports.

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APPENDIX M



SECTION D

FUNCTIONALITY CRITERIA DOCUMENTS

National Treasury or Reserve Bank Clearance

Bidder must submit proof National Treasury or Reserve Bank Clearance as indicated, if any.

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APPENDIX N



SECTION D

FUNCTIONALITY CRITERIA DOCUMENTS

Import Licence

Bidder must submit proof of Import Licence as indicated, if any.

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APPENDIX O



SECTION D

FUNCTIONALITY CRITERIA DOCUMENTS

Curriculum Vitae

Bidder must submit Curriculum Vitae as indicated, if any.

087882

APPENDIX P



SECTION D

FUNCTIONALITY CRITERIA DOCUMENTS

Quality and Compliance

Bidder must submit proof of Quality and Compliance as indicated, if any.



SECTION D

FUNCTIONALITY CRITERIA DOCUMENTS

Experience and Expertise

Industry Experience: The Bidder must submit proof of experience and knowledge in providing a comprehensive, professional Shipping Agent service to any Navy and/or other ship operators during the deployment of vessels to any foreign port (outside the borders of South Africa).

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APPENDIX R



SECTION D

FUNCTIONALITY CRITERIA DOCUMENTS

Customer Service and Responsiveness

Bidder must submit a customer services flow diagram as indicated, if any.

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SECTION E

SPECIAL CONDITIONS OF CONTRACT

DEPARTMENT OF DEFENCE**SPECIAL CONDITIONS OF CONTRACT**
(SCCs)**TABLE OF CLAUSES**

1. Changed Requirement
2. Co-ordinated activities
3. Contractor's Personnel
4. Value Added Tax (VAT)
5. Damage Compensation
6. Waiver
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9. Guarantees
10. Audit Control
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12. Scope of the contractor's authority
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15. Payments by the Department of Defence
16. Guarantees by the contractor
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20. Warranties by the department of defence
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SPECIAL CONDITIONS OF CONTRACT

CHANGED REQUIREMENT

1. If Department of Defence institutions participating in this contract are disbanded or relocated or for reasons unknown at the time of concluding the contract, the Department of Defence reserves the right to cancel the contract or parts thereof on written notice of 90 days sent to the contractor at the address appearing in the contract.

CO-ORDINATED ACTIVITIES

2. Whilst on Department of Defence premises, personnel of the contractor will have access to all areas, subject to other stipulations in the relevant contract, to render the services. If the contractor's service is not rendered in a specific area at a given time, access to that area is forbidden.
3. The work to be executed must under no circumstances disrupt the routine activities taking place in the institution or on the premises where the service is to be provided.

CONTRACTOR'S PERSONNEL

4. Identification. To identify the contractor's personnel on the premises of the Department of Defence, the personnel will comply with the following, with any costs for the account of the contractor:
 - a. Personnel will wear company identification cards with an employee photograph on it, conspicuously on his/her person at all times;
 - b. Personnel will wear identifiable uniforms whilst on duty.
5. Attitude towards Safety, Health, Security and Service Delivery. Without prejudice to the contractor's responsibility and right to select and appoint his/her own personnel, the Department of Defence will at all times have the right to identify personnel of the contractor whom are considered to be safety and/or health and/or security risk and/or personnel whom are undesirable. In such case the contractor will be requested not to utilise such person(s) any longer to honour his/her obligations in terms of this contract. The contractor will immediately comply with the request and he/she will not, as a result of such a request, be entitled to institute any claim against the Department of Defence for any loss or otherwise suffered as a result of such a request. The contractor therefore indemnifies the Department of Defence against any claim whatsoever from the employee concerned.
6. Name List. The contractor must submit a complete name list of all personnel to be employed on Department of Defence premises to provide the service according to the contract, to the Department of Defence official at the institution or on the premises where the service is to be provided, who will arrange for entry

permits for the contractor. Any changes to the personnel must be communicated to the designated official without delay.

7. Personnel on Site. The contractor must ensure that the total number of personnel offered for the execution of this contract is on duty on a daily basis. Provision must therefore be made for temporary or stand-in personnel for cases where personnel are on leave or sick leave.

VALUE ADDED TAX (VAT)

8. All monies paid in terms of this bid is subject to value added tax calculated at the appropriate tariff from time to time as provided for in the Value Added Tax Act, Act 89 of 1991, the schedules thereto and Rulings as issued by the South African Revenue Services in regard to value added tax.

DAMAGE COMPENSATION

9. The contractor herewith indemnifies the Department of Defence from any claim that may arise from a third party and all costs or legal expenses in this regard, to such a claim for loss or damage resulting from the death, injuries or disability of any such person(s), or the damage to property of the contractor or any other person(s) that may result from or be related to the execution of this contract.
10. The contractor will be held responsible for any damage or theft that may be caused, to the premises or content by him or his employees or be due to their neglect whether in the normal execution of their duties or otherwise and a claim for indemnification can accordingly be imposed by the Department of Defence against the contractor.
11. In the case of damages to premises or content resulting from the work done, the contractor will undertake to rectify the damage immediately to the satisfaction of the Department of Defence. If the contractor fails to act immediately after notification, the Department of Defence will rectify the damage at will and the cost thereof will be recovered from any moneys outstanding.
12. The Department of Defence and its employees will not be held responsible for any claim or injury to the contractor's personnel whilst on Department of Defence property or in the execution of their tasks on Department of Defence property.

WAIVER

13. No waiver of any of the terms and conditions of the contract will be binding or effectual for any purpose unless expressed in writing and signed by the parties thereto, and any such waiver will be effective only in specific instances and for the purpose given. No failure or delay on the part of either party in exercising any right, power or privilege hereunder will operate as a waiver thereof, nor will any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

SEVERABILITY

14. Should any of the terms and conditions of the Contract be held to be invalid or unlawful, such terms and conditions will be severable from the remaining terms and conditions, which will continue to be valid and enforceable.

SUB-CONTRACTING

15. In the event that sub-contractors are used to execute the contract or part thereof, the following shall apply:

- a. Prior Approval. Once the contract has been concluded, the contractor shall obtain prior approval from the Department of Defence before the appointment of any sub-contractor.
- b. Payment. The contractor shall remain liable to reimburse the sub-contractors for goods delivered or services rendered to the Department of Defence.

GUARANTEE

16. The guarantee period on services, work carried out and items supplied by the Contractor or his sub-contractors in terms of this contract shall be that normally offered by the manufacturers of the equipment or services offered

AUDIT CONTROL

17. The State reserves the right to audit the stock control records of the contractor pertaining to the execution of the contract, and shall have reasonable access to such records, registers and facilities at all reasonable times.

18. These documents are subject to an audit process and all supporting documentation for Goods and Services must be kept.

19. The Simon's Town Procurement Service Centre (SPSC) will act as the contract administrator and all problem areas regarding the management of the contract must be reported to the contract section without delay. The Tasking Authority must submit a quarterly report to the contract section detailing the performance of the appointed agent.

LIQUIDATION

20. If, during the validity of the contract, an order is granted placing the Contractor provisionally or otherwise in voluntary or compulsory liquidation or under judicial management, the State shall have the right to terminate the contract without giving notice to the Contractor.

SCOPE OF THE CONTRACTOR'S AUTHORITY

21. The contractor shall provide such Agency Services as are required by the Department of Defence in terms of the Order. The contractor may provide such

additional Agency Services as the contractor in its sole and absolute discretion deems necessary, expedient and in the interests of the Department of Defence.

22. All Ship's Agency services provided by the contractor as contemplated in the User Requirement Specification, and the terms and conditions upon which such Agency Services are provided, shall, at all times, be deemed to have been specifically authorised and approved by the Department of Defence.

23. The Department of Defence's instructions to the contractor shall be precise, unambiguous and comprehensive in all respects. Instructions given by the Department of Defence to the contractor shall be recognised by the contractor as valid only if given in writing. Oral instructions may also be given when circumstances require a quick reaction by the contractor in order to satisfy an urgent requirement. Both methods of instructions shall be binding to the contractor.

24. Notwithstanding anything to the contrary contained in these Special Conditions of Contract, if at any time the contractor considers it to be in the Department of Defence's interests, or in the public interest, to depart from any of the Department of Defence's instructions (or any part thereof), the contractor shall be entitled, insofar as such departure is reasonable, to depart therefrom and shall not incur any liability in consequence of doing so.

REMUNERATION OF THE CONTRACTOR

Fees

25. The Department of Defence shall pay to contractor the Agency fees (and/or Facility fee and/or Finance fee and/or Cargo Supervision fee, whichever is applicable) as set out in the contractor's Standard Tariff (as amended from time to time) or otherwise agreed between the contractor and the Department of Defence, for the Agency Services rendered by the contractor.

26. In the event of there being no written confirmation as to the Agency fees (and/or Facility fee and/or Finance fee and/or Cargo Supervision fee) to be charged by the contractor, or in the event of a particular Agency Service not being provided for in these Special Conditions or otherwise, the Department of Defence shall pay to the contractor the fees contained in the contractor's Standard Tariff, as amended from time to time.

27. The Department of Defence shall be liable for, and shall pay to the contractor, all costs and expenses incurred by the contractor, including the fees referred to in 2.1, in providing the Agency Services at the request or on the instruction of the Department of Defence itself, the Officer Commanding of the Vessel, the office of the Department of Defence or its agents, nominees, representatives or servants, howsoever communicated to the contractor and notwithstanding the fact that any such persons may have exceeded their authority in requesting or instructing the provision of the Agency Services.

Disbursements

28. The contractor shall not be obliged to make any disbursement whatsoever on behalf of the Department of Defence until such time as the contractor has been paid all amounts then due by the Department of Defence to the contractor in respect of the provision of the Agency Services by the contractor and the contractor has received sufficient funds for purposes of paying the particular disbursement, and shall not be in default of its obligations by failing to make such payment.

Security

29. The contractor may, at any time, require the Department of Defence to furnish security for the payment of such amounts as are, or will become, due to the contractor by the Department of Defence in connection with the performance of the Agency Services, and for the due reimbursement of disbursements made, or to be made, by the contractor on behalf of the Department of Defence.

Several liability

30. The Department of Defence shall be severably liable to the contractor for the payment of the contractor's fees and any costs and expenses incurred by the contractor on its behalf and the contractor shall be entitled to claim from the Department of Defence as the contractor, in its sole and absolute discretion, deems fit.

QUOTATIONS AND ESTIMATES

31. The contractor shall be entitled, at any time and on 48 (forty-eight) hours written notice to the Department of Defence, to cancel or resile from the Agreement in circumstances where it becomes impracticable or uneconomical for the contractor, in its sole and absolute discretion, to perform in terms of the Agreement at the quoted or estimated rate, and the Department of Defence shall have no claim whatsoever against the contractor for any loss that it may incur as a result of the contractor cancelling or resiling from the Agreement.

32. All quotations or estimates in respect of enquiries by the Department of Defence are subject to revision on 48 (forty-eight) hours' written notice, having regard to changes in currency exchange rates and increases in amounts payable by, or on behalf of, or at the instance of the contractor to third Parties including, without limitation: freight, surcharges, insurance premiums, equipment rental and labour charges, where such changes and increases take place after quotation.

33. Any revision of a quotation or estimate in respect of enquiries by the Department of Defence shall be commensurate with the change in the currency exchange rate or the increase in the amounts payable (as the case may be). Any such change and/or increase shall, failing agreement between the Parties, be determined by the auditors for the time being of the contractors, or any other suitably qualified auditors nominated by the contractor, who, in such determination, shall act as experts and not as arbitrators, and whose decision shall be final and binding on the Parties.

PAYMENTS BY THE DEPARTMENT OF DEFENCE

34. Unless otherwise specifically agreed between the Department of Defence and the contractor in writing, the Department of Defence shall pay the contractor in cash and immediately upon presentation of invoice, all sums due to the contractor.

35. Notwithstanding the provisions of 12.1 above, the contractor shall at its sole discretion be entitled to request the Department of Defence to make an advance payment (s) to the contractor for the provision of any Agency Services, such which the contractor may at its sole discretion set-off against any invoices subsequently issued to the Department of Defence.

36. All payments made by the Department of Defence to the contractor in terms of these Special Conditions shall be made free of set-off, bank charges, bank exchange charges, foreign bank charges when effecting payment to the contractor from a foreign bank account, commission or any other deduction, and the Department of Defence shall not have the right to defer, adjust or withhold any payment due to the contractor in terms of or arising out of these Special Conditions, or to obtain deferment of judgment for such amounts or any execution of such judgment by reason of any set-off or counterclaim of whatsoever nature or howsoever arising.

37. All and any monies received by the contractor from the Department of Defence shall be appropriated by the contractor, in its sole and absolute discretion, to any indebtedness owing by the Department of Defence to the contractor. Notwithstanding that the Department of Defence may, when making payment, seek to appropriate the payment so made to any particular debt or portion of a debt.

38. Save to the extent otherwise provided, all amounts due by the Department of Defence to the contractor (including damages) in terms of or arising out of the Order and/or these Terms and Conditions shall, unless paid on due date, bear interest from the due date to date of final payment. Such interest shall be calculated at the Prime Rate plus 6% (six per centum) per annum; and capitalised monthly in arrears on the balance due.

39. The Department of Defence 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 the 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.

40. Contract price adjustments due to rate of exchange variations are based on average exchange rates as published by the Reserve Bank for the periods indicated above.

GUARANTEES BY THE CONTRACTOR

41. If the contractor, by reason of legislation or the requirement of a competent authority, is obliged to guarantee or secure the fulfilment of the Department of Defence's obligations, the Department of Defence hereby indemnifies the contractor,

prior to the furnishing of such guarantee or security by the contractor, pay the estimated amounts to the contractor, calculated on the maximum amount of any loss the contractor may sustain where any such guarantee or security is acted upon.

LIABILITY OF THE CONTRACTOR

42. The contractor shall not be liable for any consequential loss and shall only be liable in respect of any direct damage or loss incurred by the Department of Defence and/or a Supplier as a result of a default by the contractor in providing the Agency Services where: such damage or loss has been caused by the wilful default or gross negligence of the contractor; and such claim arises at a time when the Goods in question are in the custody of the contractor and under its control.

43. In the event that the contractor elects not to refer any claim by the Department of Defence, which claim The contractor disputes, to arbitration for determination and, in the further event of the Department of Defence failing to prosecute the claim as envisaged in Section 15(1) of the Prescription Act 68 of 1969 within one year from the date on which the damage or loss occurred, such claim shall be deemed to have been extinguished by effluxion of time.

44. All delivery dates specified in the Orders placed by the Department of Defence ("the Delivery Date/s") are estimates only and the contractor shall not be responsible for any costs, expenses, losses or damages suffered by the Department of Defence, either directly or indirectly arising where the goods or services are not delivered by the Delivery Date. The Department of Defence must accept or pay for Goods and services despite any delay in delivery or despatch thereof.

INSURANCE

45. Should the Department of Defence require insurance against damage or loss where the contractor's liability for such damage and/or loss is excluded by these Special Conditions, the contractor shall procure such insurance for the Department of Defence, on the its behalf and at the its expense, provided that the Department of Defence's request for such insurance is made in writing and an insurance cover note is issued and taken up by the Department of Defence prior to the delivery of the Agency Services.

WARRANTIES AND REPRESENTATIONS BY THE CONTRACTOR

46. The contractor makes no warranties and representations to the Department of Defence save as may be specifically provided herein, or as notified in writing by the contractor to the Department of Defence, from time to time.

47. The Department of Defence acknowledges that the contractor is not in any way bound by any oral statement, representation, guarantee, promise, undertaking, warranty or inducement which may have been made at any time by any employee, representative or any person acting, or purporting to act, for and on behalf of the contractor, whether negligently or otherwise, unless such statement, representation, guarantee, promise, undertaking, warranty or inducement is supplied or made in writing

by an employee of the contractor, duly authorised by written resolution of the board of directors of the contractor, in response to a written enquiry specifying accurately and in complete detail what information is required.

WARRANTIES BY THE DEPARTMENT OF DEFENCE

48. The Department of Defence warrants that:

48.1 All information and instructions supplied, and to be supplied, by it to the contractor are and shall, at all times, be accurate, true and comprehensive and, in particular, without derogating from the generality of the foregoing, the Department of Defence shall be deemed to be bound by and warrants the accuracy of all descriptions, values and other particulars furnished to the contractor for customs, consular and other purposes, and the Department of Defence warrants further that it will not withhold any necessary or pertinent information from the contractor, and indemnifies the contractor against all claims, losses, penalties, damages, expenses and fines whatsoever, whensoever and howsoever arising as a result of a breach by the Department of Defence.

48.2 Goods will be properly, adequately and appropriately prepared, packed, stowed, labelled and marked, having regard, inter alia, to the implementation by or on behalf of the contractor of the agreement between the contractor and the Department of Defence in respect of the Goods concerned, and the characteristics of the Goods concerned shall be capable of withstanding the normal hazards inherent in the implementation of such agreement and shall comply with all legislative requirements.

FORCE MAJEURE

49. If the Department of Defence and / or the contractor is prevented or restricted, directly or indirectly, from carrying out all or any of its obligations under these Special Conditions by reason of strike, lock-out, fire, explosion, floods, riot, war, accident, act of God, embargo, legislation, shortage of or a breakdown in transportation facilities, civil commotion, unrest or disturbances, cessation of labour, government interference or control, or any other cause or contingency beyond the control of that either party, the Party so affected shall be relieved of its obligations under these Special Conditions during the period that such event and its consequences continue, but only to the extent so prevented and shall not be liable for any delay or failure in the performance of any obligations hereunder or any loss or damages, whether general, special or consequential, which the other Party may suffer due to or resulting from such delay or failure, provided always that written notice shall forthwith be given of any such inability to perform by the affected Party.

50. Any Party invoking force majeure in accordance with this 18.1 shall upon termination of an event giving rise thereto, forthwith give written notice of such cessation to the other Party. If such force majeure continues for a period of more than 90 (ninety) days, then either Party shall be entitled forthwith to cancel these Special Conditions in respect of any obligations still to be performed hereunder, and neither Party shall have any claim against the other.

COSTS

51. All costs (including collection fees and tracing agents), incurred by the contractor (whether partially or substantially successful) in enforcing its rights (whether action has been instituted or not) arising out of a breach of these Special Conditions by the Department of Defence shall be borne by the Department of Defence on the scale as between attorney and own client.

SECTION F

GENERAL CONDITIONS OF CONTRACT

087897

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** 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
- 32. Taxes and duties** 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
- 33. National Industrial Participation (NIP) Programme** 33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
- 33.2 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 Prohibition of Restrictive practices** 34.1 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.

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

General Conditions of Contract (revised July 2010)