



forestry, fisheries
& the environment

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

INVITATION TO BID

BID NUMBER: DFFE-T081(22/23)

THE APPOINTMENT OF A SERVICE PROVIDER TO TAKE ON THE ROLE OF THE CONSULTING ENGINEER/ FIRM AS PER FIDIC CONDITIONS OF CONTRACT FOR PLANT AND DESIGN-BUILD FOR BUILDING AND ENGINEERING WORKS, DESIGNED BY THE CONTRACTOR FOR THE CONTRACT TO DESIGN AND BUILD A COMPOSTING FACILITY AND A RECYCLING FACILITY AS PART OF AN INTEGRATED WASTE MANAGEMENT FACILITY IN GEORGE, WESTERN CAPE, SOUTH AFRICA, OVER A FOURTEEN (14) MONTH PERIOD.

Name: Ms Budu Manaka
Office Telephone No. (012) 399 8839
Cell: 066 336 3098
E-mail: bmanaka@dfpe.gov.za

NATIONAL TREASURY CENTRAL SUPPLIER DATABASE (CSD) REGISTRATION INFORMATION

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

CLOSING DATE OF THE BID: 02 DECEMBER 2022 AT 11H00 AM

NON-COMPULSORY BRIEFING SESSION WILL BE HELD AS FOLLOWS:

DATE: 24 NOVEMBER 2022

VENUE: Presentations @ Lawaai kamp Community Hall, Stanford Mangaliso Street, Lawaai kamp, George.

TIME: 12H00-14H00

PART A INVITATION TO BID /

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	DFFE-T081 (22/23)	CLOSING DATE:	02 DECEMBER 2022	CLOSING TIME:	11:00 AM
DESCRIPTION	THE APPOINTMENT OF A SERVICE PROVIDER TO TAKE ON THE ROLE OF THE CONSULTING ENGINEER/ FIRM AS PER FIDIC CONDITIONS OF CONTRACT FOR PLANT AND DESIGN-BUILD FOR BUILDING AND ENGINEERING WORKS, DESIGNED BY THE CONTRACTOR FOR THE CONTRACT TO DESIGN AND BUILD A COMPOSTING FACILITY AND A RECYCLING FACILITY AS PART OF AN INTEGRATED WASTE MANAGEMENT FACILITY IN GEORGE, WESTERN CAPE, SOUTH AFRICA, OVER A FOURTEEN (14) MONTH PERIOD.				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
Department of Forestry Fisheries and the Environment; The Environment House,					
473 Steve Biko Road; Cnr Soutpansberg and Steve Biko Road, Arcadia Pretoria /Tshwane					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Tenders@dfpe.gov.za		CONTACT PERSON	Ms Budu Manaka / Mr Sivuyile Mtila	
TELEPHONE NUMBER	012 399 9670/9671/9055		TELEPHONE NUMBER	. (012) 399 8839 /066 336 3098	
FACSIMILE NUMBER	N/A		FACSIMILE NUMBER	N/A	
E-MAIL ADDRESS	Tenders@dfpe.gov.za		E-MAIL ADDRESS	bmanaka@dfpe.gov.za / smtila@george.gov.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] ☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] ☐ Yes ☐ No	
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES, ANSWER PART B:3]	
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?			☐ YES ☐ NO		
DOES THE ENTITY HAVE A BRANCH IN THE RSA?			☐ YES ☐ NO		
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?			☐ YES ☐ NO		
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?			☐ YES ☐ NO		
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?			☐ YES ☐ NO		
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

PART B
TERMS AND CONDITIONS FOR BIDDING

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

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:
(Proof of authority must be submitted e.g. company resolution)

DATE:

PRICING SCHEDULE
(Professional Services)

NAME OF BIDDER:	BID NO: DFFE-T081 (22-23)
CLOSING TIME 11h00	CLOSING DATE: 02 DECEMBER 2022

OFFER TO BE VALID FOR120.....DAYS FROM THE CLOSING DATE OF BID.

DESCRIPTION: APPOINTMENT OF A SERVICE PROVIDER TO TAKE ON THE ROLE OF THE CONSULTING ENGINEER/ FIRM AS PER FIDIC CONDITIONS OF CONTRACT FOR PLANT AND DESIGN-BUILD FOR BUILDING AND ENGINEERING WORKS, DESIGNED BY THE CONTRACTOR FOR THE CONTRACT TO DESIGN AND BUILD A COMPOSTING FACILITY AND A RECYCLING FACILITY AS PART OF AN INTEGRATED WASTE MANAGEMENT FACILITY IN GEORGE, WESTERN CAPE, SOUTH AFRICA, OVER A FOURTEEN (14) MONTH PERIOD.

**(ALL APPLICABLE TAXES INCLUDED)

1. The accompanying information must be used for the formulation of proposals.
2. Bidders are required to indicate a ceiling price based on the total estimated time for completion of all phases and including all expenses inclusive of all applicable taxes for the project.
3. PERSONS WHO WILL BE INVOLVED IN THE PROJECT AND RATES APPLICABLE (CERTIFIED INVOICES MUST BE RENDERED IN TERMS HEREOF)

R.....

4. PERSON AND POSITION

HOURLY RATE	DAILY RATE
R-----	-----
R-----	-----
R-----	-----
R-----	-----
R-----	-----

5. PHASES ACCORDING TO WHICH THE PROJECT WILL BE COMPLETED, COST PER PHASE AND MAN-DAYS TO BE SPENT

-----	R-----	----- days
-----	R-----	----- days
-----	R-----	----- days
-----	R-----	----- days

5.1 Travel expenses (specify, for example rate/km and total km, class of airtravel, etc). Only actual costs are recoverable. Proof of the expenses incurred must accompany certified invoices.

DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT
-----	-----	-----	R-----
-----	-----	-----	R-----
-----	-----	-----	R-----
-----	-----	-----	R-----

TOTAL: R.....

Name of Bidder:

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

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

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

6. Period required for commencement with project after acceptance of bid
7. Estimated man-days for completion of project
8. Are the rates quoted firm for the full period of contract? *YES/NO
9. If not firm for the full period, provide details of the basis on which adjustments will be applied for, for example consumer price index.
-
-
-

*[DELETE IF NOT APPLICABLE]

Any enquiries regarding bidding procedures may be directed to the –

Department of Forestry, Fisheries and the Environmental

Tel: (012) 399 9671/ 9670/ 9055

E-mail: Tenders@dffe.gov.za

Or for technical information –

Name: Ms Budu Manaka

Office Telephone No. (012) 399 8839

Cell: 066 336 3098

E-mail: bmanaka@dffe.gov.za

DFFE-16.1 (PSB): TENDER CLARIFICATION MEETING CERTIFICATE

Project title:	(type in here the full name of the project).		
Tender no:	(type in here the tender no.)	Reference no:	(type in here the file no.)

This is to certify that I, _____

representing _____

attended the tender clarification meeting on: _____

I further certify that I am satisfied with the description of the work and explanations given at the tender clarification meeting and that I understand the work to be done, as specified and implied, in the execution of this contract.

Name of Tenderer	Signature	Date

Name of DPW Representative	Signature	Date

PA-15.1: RESOLUTION OF BOARD OF DIRECTORS

RESOLUTION of a meeting of the Board of *Directors / Members / Partners of:

(legally correct full name and registration number, if applicable, of the Enterprise)

Held at _____ (place)

on _____ (date)

RESOLVED that:

- 1 The Enterprise submits a Tender to the Department of Forestry, Fisheries and the Environment in respect of the following project:

(project description as per Tender Document)

Tender Number: _____ (Tender Number as per Tender Document)

- 2 *Mr/Mrs/Ms: _____

in *his/her Capacity as: _____ (Position in the Enterprise)

and who will sign as follows:

be, and is hereby, authorised to sign the Tender, and any and all other documents and/or correspondence in connection with and relating to the Tender, as well as to sign any Contract, and any and all documentation, resulting from the award of the Tender to the Enterprise mentioned above.

	Name	Capacity	Signature
1			
2			
3			
4			

Note:

1. * Delete which is not applicable.
2. **NB:** This resolution must, where possible, be signed by all the Directors / Members / Partners of the Tendering Enterprise.
3. In the event that paragraph 2 cannot be complied with, the resolution must be signed by Directors / Members / Partners holding a majority of the shares / ownership of the Tendering Enterprise (attach proof of shareholding / ownership hereto).
4. Directors / Members / Partners of the Tendering Enterprise may alternatively appoint a person to sign this document on behalf of the Tendering Enterprise, which person must be so authorized by way of a duly completed power of attorney, signed by the Directors / Members / Partners holding a majority of the shares / ownership of the Tendering Enterprise (proof of shareholding / ownership and power of attorney are to be attached hereto).
5. Should the number of Directors / Members / Partners exceed the space available above, additional names and signatures must be supplied on a separate page.

ENTERPRISE STAMP

ENTERPRISE STAMP	

PA-15.2: RESOLUTION OF BOARD OF DIRECTORS TO ENTER INTO CONSORTIA OR JOINT VENTURES

RESOLUTION of a meeting of the Board of *Directors / Members / Partners of:

(legally correct full name and registration number, if applicable, of the Enterprise)

Held at _____ (place)

on _____ (date)

RESOLVED that:

1. The Enterprise submits a Tender, in consortium/joint venture with the following Enterprises:

(list all the legally correct full names and registration numbers, if applicable, of the Enterprises forming the consortium/joint venture)

to the Department of Forestry, Fisheries and the Environment in respect of the following project:

(project description as per Tender Document)

Tender Number: _____ (Tender Number as per Tender Document)

- 1 *Mr/Mrs/Ms: _____

in *his/her Capacity as: _____ (Position in the Enterprise)

and who will sign as follows: _____

be, and is hereby, authorised to sign a consortium/joint venture agreement with the parties listed under item 1 above, and any and all other documents and/or correspondence in connection with and relating to the consortium/joint venture, in respect of the project described under item 1 above.

- 2 The Enterprise accept joint and several liability with the parties listed under item 1 above for the due fulfilment of the obligations of the joint venture deriving from, and in any way connected with, the Contract to be entered into with the Department in respect of the project described under item 1 above.
- 3 The Enterprise chooses as its *domicilium citandi et executandi* for all purposes arising from this joint venture agreement and the Contract with the Department in respect of the project under item 1 above:

Physical address: _____

_____ (code)

Postal Address: _____

 _____ (code)

Telephone number: _____

Fax number: _____

	Name	Capacity	Signature
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			

The tendering enterprise hereby absolves the Department of Forestry, Fisheries and the Environment from any liability whatsoever that may arise as a result of this document being signed.

Note:

- * Delete which is not applicable.
- NB:** This resolution must, where possible, be signed by all the Directors / Members / Partners of the Tendering Enterprise.
- In the event that paragraph 2 cannot be complied with, the resolution must be signed by Directors / Members / Partners holding a majority of the shares / ownership of the Tendering Enterprise (attach proof of shareholding / ownership hereto).
- Directors / Members / Partners of the Tendering Enterprise may alternatively appoint a person to sign this document on behalf of the Tendering Enterprise, which person must be so authorized by way of a duly completed power of attorney, signed by the Directors / Members / Partners holding a majority of the shares / ownership of the Tendering Enterprise (proof of shareholding / ownership and power of attorney are to be attached hereto).
- Should the number of Directors / Members / Partners exceed the space available above, additional names and signatures must be supplied on a separate page.

ENTERPRISE STAMP

PA-15.3: SPECIAL RESOLUTION OF CONSORTIA OR JOINT VENTURES

RESOLUTION of a meeting of the duly authorised representatives of the following legal entities who have entered into a consortium/joint venture to jointly tender for the project mentioned below: *(legally correct full names and registration numbers, if applicable, of the Enterprises forming a consortium/joint venture)*

1

2

3

4

5

6

7

8

Held at (place)

on (date)

RESOLVED that:

- A. The above-mentioned Enterprises submit a tender in consortium/joint venture to the Department of Forestry, Fisheries and the Environment in respect of the following project:

(project description as per Tender Document)

Tender Number: (tender number as per Tender Document)

B. Mr/Mrs/Ms: _____

in *his/her Capacity as: _____ (position in the Enterprise)

and who will sign as follows: _____

be, and is hereby, authorised to sign the tender, and any and all other documents and/or correspondence in connection with and relating to the tender, as well as to sign any Contract, and any and all documentation, resulting from the award of the tender to the Enterprises in consortium/joint venture mentioned above.

C. The Enterprises constituting the consortium/joint venture, notwithstanding its composition, shall conduct all business under the name and style of:

D. The Enterprises to the consortium/joint venture accept joint and several liability for the due fulfilment of the obligations of the consortium/joint venture deriving from, and in any way connected with, the Contract entered into with the Department in respect of the project described under item A above.

E. Any of the Enterprises to the consortium/joint venture intending to terminate the consortium/joint venture agreement, for whatever reason, shall give the Department 30 days' written notice of such intention. Notwithstanding such decision to terminate, the Enterprises shall remain jointly and severally liable to the Department for the due fulfilment of the obligations of the consortium/joint venture as mentioned under item D above.

F. No Enterprise to the consortium/joint venture shall, without the prior written consent of the other Enterprises to the consortium/joint venture and of the Department, cede any of its rights or assign any of its obligations under the consortium/joint venture agreement in relation to the Contract with the Department referred to herein.

G. The Enterprises choose as the *domicilium citandi et executandi* of the consortium/joint venture for all purposes arising from the consortium/joint venture agreement and the Contract with the Department in respect of the project under item A above:

Physical address: _____

_____ (code)

Postal Address: _____

_____ (code)

Telephone number _____

Fax number: _____

	Name	Capacity	Signature
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise, employed by the state? **YES/NO**

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

Full Name	Identity Number	Name of State institution

¹ the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.

2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? **YES/NO**

2.2.1 If so, furnish particulars:

.....

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract? **YES/NO**

2.3.1 If so, furnish particulars:

.....

3 DECLARATION

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

- 3.1** I have read and I understand the contents of this disclosure;
- 3.2** I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3** The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4** In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4** The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

² Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

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

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

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

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

1. GENERAL CONDITIONS

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

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

1.21.2

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

1.3 Points for this bid shall be awarded for:

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

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

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

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

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

2. DEFINITIONS

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

3. POINTS AWARDED FOR PRICE

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

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

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

Where

- P_s = Points scored for price of bid under consideration
- P_t = Price of bid under consideration
- $P_{\min}$ = Price of lowest acceptable bid

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

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

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

5. BID DECLARATION

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

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

- 6.1 B-BBEE Status Level of Contributor: . = maximum 20 points

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

7. SUB-CONTRACTING

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

(Tick applicable box)

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

- 7.1.1 If yes, indicate:

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

(Tick applicable box)

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

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

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

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

8. DECLARATION WITH REGARD TO COMPANY/FIRM

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
☐ One person business/sole propriety
☐ Close corporation
☐ Company
☐ (Pty) Limited
 [TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

8.6 COMPANY CLASSIFICATION

- ☐ Manufacturer
☐ Supplier
☐ Professional service provider
☐ Other service providers, e.g. transporter, etc.
 [TICK APPLICABLE BOX]

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

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

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

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

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

WITNESSES

1.
2.

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

DATE:

ADDRESS

.....

.....



**forestry, fisheries
and the environment**

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

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

TERMS OF REFERENCE

**FOR THE APPOINTMENT OF A SERVICE PROVIDER TO TAKE ON THE ROLE OF THE CONSULTING
ENGINEER/ FIRM AS PER FIDIC CONDITIONS OF CONTRACT FOR PLANT AND DESIGN-BUILD FOR
BUILDING AND ENGINEERING WORKS, DESIGNED BY THE CONTRACTOR FOR THE CONTRACT TO
DESIGN AND BUILD A COMPOSTING FACILITY AND A RECYCLING FACILITY AS PART OF AN
INTEGRATED WASTE MANAGEMENT FACILITY IN GEORGE, WESTERN CAPE, SOUTH AFRICA, OVER
A FOURTEEN (14) MONTH PERIOD.**

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1. PURPOSE

- 1.1. To appoint a service provider to take on the role of the Consulting Engineer/Firm as per **the International Federation of Consulting Engineers** (commonly known as FIDIC, acronym for its French name Fédération Internationale Des Ingénieurs-Conseils) (FIDIC) Conditions of Contract for Plant & Design – Build (Second Ed, 2017) for Electrical and Mechanical Plant and for Building and Engineering Works designed by the Contractor.
- 1.2. Second Edition 2017 for the contract that is concurrently being tendered for a contractor to design and build a composting facility and a recycling facility as part of an integrated waste management facility in George, Western Cape, South Africa, for a period of fourteen (14) months.
- 1.3. This project will be funded and managed by the Department of Forestry, Fisheries, and the Environment (DFFE) “the employer” on behalf of the George Municipality.

2. INTRODUCTION AND BACKGROUND

- 2.1. The Employer has approved projects funding to support the objectives laid down in the Operation Phakisa: Chemicals and Waste Economy programme. (Job creation, Environmental protection, Gross Domestic Product (GDP) contribution) for the establishment of an integrated waste management solution/ construction of composting facility for fourteen (14) months is therefore available through DFFE Chemicals and Waste Management Branch for the initiation of the project for 2022/23 – 2023/24 financial years.
- 2.2. The George Municipality is located in the Western Cape Province and falls within the Garden Route District Municipality.
- 2.3. Figure 1 below shows the locality map of the Gwaing landfill site in the George Municipality.

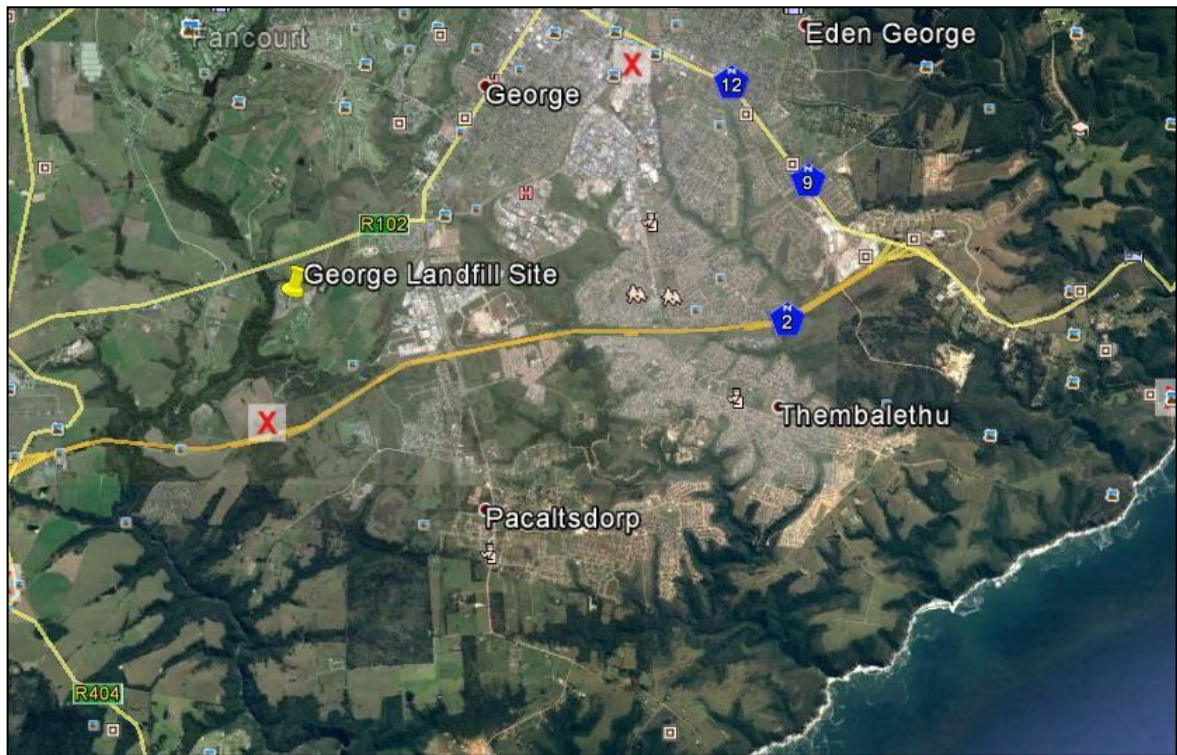


Figure 1

2.4. The site currently consists of the following:

2.4.1 General waste transfer station (with offices, ablutions, weighbridge etc.).

2.4.2 Animal carcass landfill site (non-operational).

2.4.3 Builders' rubble and garden refuse landfill site (only accepting garden refuse).

2.4.4 Composting Facility:

2.4.4.1 Platform 1- phase 1 – complete.

2.4.4.2 Platform 1- phase 2 - partially complete (not shown on image below).

2.4.5 Construction and Demolition Waste area:

2.4.5.1 The area to the north of the current composting platform is being used to landfill construction and demolition (C&D) waste generated by the municipality (residents and businesses). This C&D waste will form the basis of the composting platform expansion.

2.4.6 Figure 2: Existing Site Layout of Erf 464 in George (Map data: Google, Digital Globe).

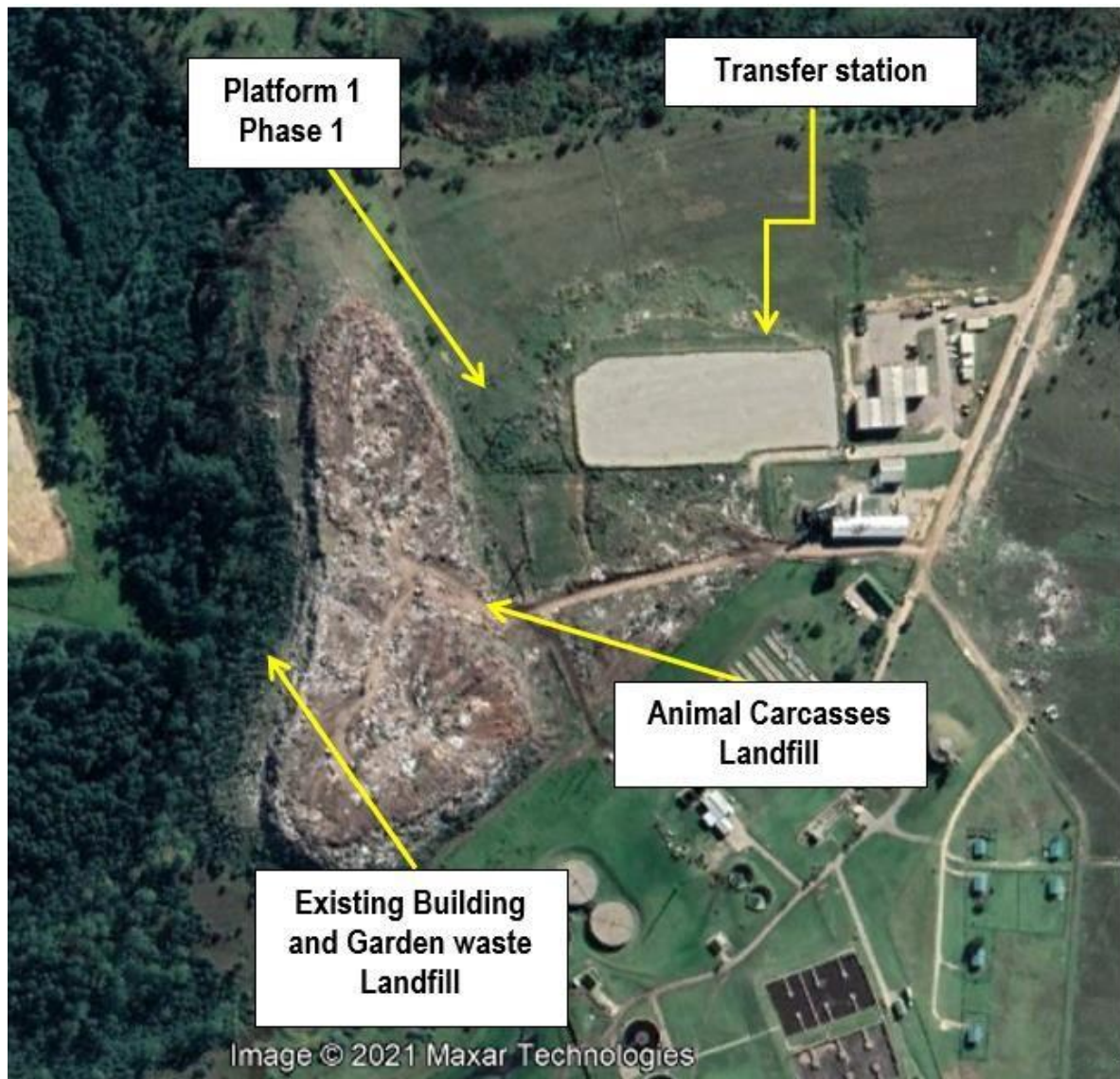


Figure 2

3. SCOPE OF SERVICES BY THE ENGINEER

3.1 The scope of services by the Engineer includes:

3.1.1 Act as the Consulting Engineer/Firm as per FIDIC Conditions of Contract for Plant and Design-Build (Second Ed, 2017) for Electrical & Mechanical Plant & for Building and Engineering Works, Designed by the Contractor.

3.2 The Engineer's Duties and Authority:

3.2.1 The Employer (DFFE) shall appoint the Consulting Engineer/Firm through this tender process, who shall carry out the duties assigned to the Engineer in the Contract between the Employer and the Design Build Contractor (FIDIC Yellow Book 2017).

3.2.2 The Consulting Engineer/Firm shall be vested with all the authority necessary to act as the Engineer under the Contract.

3.2.3 As the Consulting Engineer/Firm is a legal entity, a natural person employed by the Consulting Engineer/Firm shall be appointed and authorised to act on behalf of the Consulting Engineer/Firm under the Contract.

3.2.4 The natural person appointed to act on behalf of the Consulting Engineer/Firm shall:

- a) Have acted as the Engineer in terms of FIDIC Yellow Book or similar contracts specifically relating to acting as the Engineer/ Owners Engineer for Design Build/ Engineering, Procurement, Construction Contracts EPC/ Turnkey Contracts for more than three (3) related projects over the last twenty (20) years.
- b) Be a natural person employed by the Consulting Engineer/Firm and authorised to act on behalf of the Consulting Engineer/Firm.
- c) Be a Professional Civil Engineer who has been appointed and authorised to act on behalf of the Consulting Engineer/Firm.
- d) Be employed as a Professional Civil Engineer with more than ten (10) years of Post Professional registration experience as well hold a formal qualification of Degree in Civil Engineering and relevant Engineering Council of South Africa's (ECSA) registration (Pr. Engineer and/ or Pr. Technologist).
- e) Shall be lingual in English.

3.2.5 Where the Consulting Engineer/Firm is a legal entity, the Consulting Engineer/Firm shall give a Notice to the Parties of the natural person (or any replacement) appointed and authorised to act on its behalf. The authority shall not take effect until both Parties have received this Notice. The Consulting Engineer/Firm shall similarly give a Notice of any revocation of such authority.

3.3 The Consulting Engineer/Firm' duties are further expanded below to include but are not limited to:

3.3.1 Assisting the Employer with contract finalisation between the Design Build Contractor and the Employer.

3.3.2 Notifying of the commencement date.

3.3.3 Review of designs submitted by Contractor and issuing of:

- a) No objections with or without comments.
- b) Documents submitted have failed to meet contract requirements.

3.3.4 Review of the design and construction programs.

3.3.5 Issuing of instructions.

3.3.6 Inspection and testing of the works.

3.3.7 Issuing of payment certificates.

3.3.8 Issuing notices to correct failures.

- 3.3.9 Submit monthly progress reports to the Project Managers from DFFE and George Municipality.
- 3.3.10 Determinations of adjustment in contract price for unembodied defects or damage.
- 3.3.11 Determinations of the claims for additional costs and extensions of time.
- 3.3.12 Issuing the Taking-over Certificate.
- 3.3.13 Issuing the Performance Certificate.
- 3.3.14 Perform all necessary duties throughout the Defects Notification Period and Defects Remedying Period prior to issuing of the Performance Certificate.
- 3.3.15 Appointment of contractor staff to carry out the duties.
- 3.3.16 Sufficient site attendance to verify that adequate supervision by the Design Build Contractor appointed Contract Engineer has taken place.

4. SCOPE AND EXTENT OF WORK

4.1 Note: The remainder of this section has been populated to give the service provider an understanding of the scope of work of the Design Build contract for which they will act as the Consulting Engineer/Firm.

4.2 The works that will be undertaken by the Design Build Contractor include the following:

4.2.1 PLATFORM 1 (INCLUDING ACCESS ROADS)

- | | | |
|----|---------------------|----------------------|
| a) | Platforms 1B | 6 338 m ² |
| b) | Stormwater channels | 310 m |
| c) | Access roads | 960 m ² |

4.2.2 PLATFORM 2 (INCLUDING ACCESS ROADS)

- | | | |
|----|---------------------|-----------------------|
| a) | Platforms | 18 762 m ² |
| b) | Stormwater channels | 416 m |
| c) | Access roads | 1 530 m ² |

4.2.3 RETENTION POND

- | | | |
|----|---------------------|-------|
| a) | Retention Pond | 1 sum |
| b) | Stormwater Channels | 280 m |

4.2.4 ANCILLIARY INFRASTRUCTURE

- | | | |
|----|---------------------------------|-------|
| a) | Ablution at composting facility | 1 sum |
| b) | Office at composting facility | 1 sum |
| c) | Water & electrical services | 1 sum |
| d) | Storage shed | 1 sum |

- e) Fencing 1 000 m
- f) Parking 150 m²

4.2.5 NEW DRY RECYCLING FACILITY

- a) New dry recycling facility 1 sum

4.2.6 UPGRADES TO TRANSFER STATION

- a) Offices and ablutions for security 1 sum

4.3 The Design Build Contractor will be required to:

4.3.1 Establish the Contractor's Office.

4.3.2 Submit design documents to Employer and Consulting Engineer/Firm for approval prior to commencement of construction.

4.3.3 Manage current Construction and Demolition Waste dumping to maximise platforms being created.

4.3.4 As the site is an operational waste management facility, the contractor needs to manage engagement with the public in a responsible manner by:

4.3.4.1 Erecting temporary signage to indicate which vehicles are to dump in which location.

4.3.4.2 Supervising the C&D waste incoming operations during all operating hours of the landfill.

4.3.4.3 All signage as may be required in terms of the Occupational Health and Safety - OHS Act.

4.3.5 Provide own security

4.3.5.1 Preparation of acceptance test procedures.

4.3.5.2 Submit test procedure to Employer and Engineer for approval prior to commencement of acceptance tests.

4.3.5.3 Conducting acceptance tests (to be witnessed by the Engineer).

4.3.5.4 Submission of documentation as prescribed in Client Requirements.

4.3.5.5 Finishing off of the site.

4.4 Details on the Works to be undertaken by the Design Build Contractor

The following items show detail relating to the works to be undertaken by the design build contractor:

4.4.1 Platform Preparation

- 4.4.1.1 The area to the north of the current composting platform is being used to landfill construction and demolition (C&D) waste generated by the municipality (residents and businesses). This operation will continue during the Design Build contract. This C&D waste will form the basis (fill) of the composting platforms.
- 4.4.1.2 The Contractor will be responsible to manage (on-site supervision by a foreman or similar) the daily operation (7 days per week) to achieve effective placement of the incoming C&D waste by the inbound vehicles to both limit rework required as well as to maximise the area of composting platform that can be constructed before the end of this contract.
- 4.4.1.3 A Platform Development Plan is to be developed by the Contractor and approved by the Engineer, which details projected platform filling operations. A record of estimated volumes entering the platforms is to be kept by the Contractor to accurately monitor filling rates and adjust the Platform Development Plan accordingly. This Platform Development Plan is to be updated by the contractor every two (2) months considering trends and projections.
- 4.4.1.4 The platform heights are to be maximised as far as possible in order for the platforms to accommodate as much C&D waste as possible. The Engineer will be required to request certain areas of the platforms to be prioritized over others.
- 4.4.1.5 The George Municipality will assist the contractor by making their landfill plant (bulldozer or similar) available for spreading/ flattening of incoming waste as is currently being done. If the plant becomes unavailable for whatsoever reason, the contractor will need to spread/ flatten the waste at their own cost.
- 4.4.1.6 The platform fill material is not to include unsuitable waste and thus public access to this area is to be limited by the Contractor. The compaction of the fill material is to be suitable to accommodate the final capping layer works as well as composting operations.

4.4.2 *Layer Works and Capping*

- 4.4.2.1 A capping system is designed to maximise the controlled run-off of precipitation, while protecting the formation layers from erosion. The platform capping in this system needs to prevent ponding of contaminated water on the composting area to prevent infiltration and keep the structural layers intact. The proposed capping for the composting platforms is presented in the figure below.

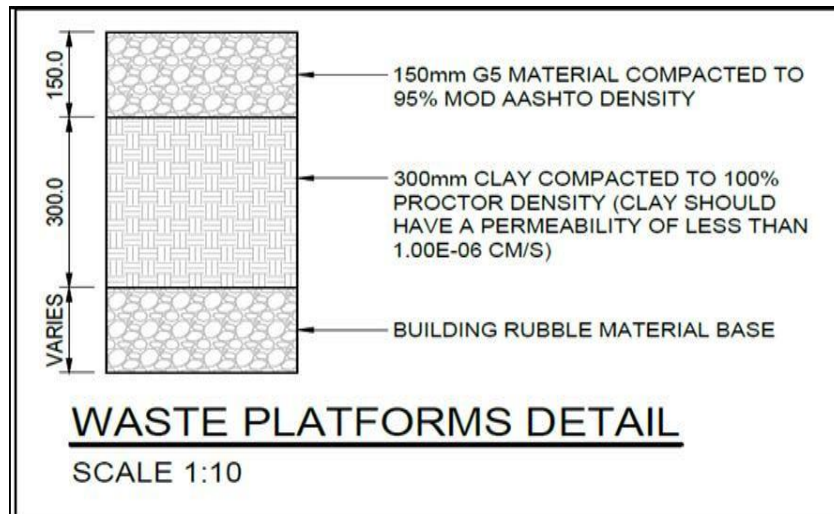


Figure 3: Waste platforms detail

- 4.4.2.2 The platform must be designed to be impermeable for the contaminated run-off to be collected in concrete-lined trapezoidal drains and diverted to the retention pond at the northern end of the facility. The slope of the platform must ensure that there is no ponding of stormwater or waterlogging of contaminants. The slope is to be similar to that of the slope of the existing recently completed platform. The capping design must ensure that the platforms comply with the draft Norms and Standards for Treatment of Organic Waste (March 2021).
- 4.4.2.3 The Contractor will be required to source all materials (other than the Builders Rubble/ C&D waste fill) from commercial sources.

4.4.3 Stormwater Channels

- 4.4.3.1 Stormwater must be managed by a series of impermeable (concrete-lined) channels at the lower end of each platform and diversion berms placed at the top of each platform. These drains will direct all run-off into the retention pond in order to be used as water required for the active composting and curing processes.
- 4.4.3.2 Figure 4 provides a proposed stormwater management system. The design calculations to determine optimal sizing of the stormwater channels is to be done by the contractor. The design should accommodate the 1 in 50-year storm recurrence interval peak discharge.

4.4.4 Access roads

- 4.4.4.1 The access roads should be designed to accommodate all traffic volumes predicted over the lifespan of the roads, twenty-five (25) years. These access roads are to be unpaved (gravel) and designed and constructed in such a way as to be easily maintained by the municipality. Attention is to be drawn to effective stormwater management to avoid erosion.

- 4.4.4.2 The access roads are to accommodate bidirectional traffic and should thus be 7m wide. They should accommodate large vehicles (waste trucks, composting turners, bulldozers, TLB's, tipper trucks, water carts etc.) which will be offloading/ collecting compost/ other waste.

4.4.5 *Retention Pond*

- 4.4.5.1 The size and position of the retention pond is to be determined by the contractor in line with the requirement of all authorities. A Water Use License Application (WULA) is currently being undertaken by consultants appointed by the George Municipality. The pond must be designed to accommodate the 1 in 50-year storm recurrence interval peak discharge.
- 4.4.5.2 The design is to include an effective pumping system that allows compost turners and water trucks to easily be filled with pond water of use in composting process. An operating manual for this pumping operation needs to be prepared by the Contractor and approved by the Owners Engineer.
- 4.4.5.3 The retention pond is to be designed in accordance with all applicable legislation. The contractor is to obtain all approvals (other than the WULA) required for the construction of this pond.
- 4.4.5.4 The valuable equipment, (pumps, etc.) needs to be secured in a small lockable building and external site lighting is to be installed on such to aid security.

4.4.6 *Ablution at composting facility*

- 4.4.6.1 The ablution facility will need to accommodate a separate male and female bathroom (toilets, showers, wash handbasins), separate male and female change rooms that include lockers for the staff members, a laundry room and a canteen area. The design is to be similar to that of the existing ablution facility at the Waste Transfer Station which is approximately 72 m² large as indicated in the figure below(Figure 4).
- 4.4.6.2 The number of sanitary fixtures to be provided in the ablution facility must be based on a population of fifteen (15) men and fifteen (15) women and calculated in terms of the SANS 10400 regulations.
- 4.4.6.3 As a minimum, the female bathroom must consist of two toilet pans, one wash-handbasin and two showers. The male bathroom consists of one urinal, one wash-handbasin, one toilet pan and two showers.

- 4.4.6.4 The design look and feel of the facility should match the existing ablution facility at the Waste Transfer Station. For ease of reference, the look and feel is summarised below.
- 4.4.6.5 The outside of the facility will consist of face brick and the inside leaf of the double leaf wall will consist of normal clay brick. The plastering will be done using a wood-float finish and then be painted with enamel paint to interior walls. The floors and walls in the toilets will be tiled with porcelain or ceramic tiles.
- 4.4.6.6 All the buildings will have pitched roofs, complete with galvanised steel sheeting. Standard gypsum ceilings will be provided. The doors will consist of standard steel frames, complete with standard steel doors. Standard steel frame windows will be used, complete with glazing and sills. Burglar bars are to be installed to match existing. Hot water is to be provided in all showers, laundry room and canteen. The contractor is to provide locks for all doors and two (2) sets of keys per door. Lockers are to be installed by the contractor to match existing on site. External lighting is to be installed on all side of the building in order to aid security at night.
- 4.4.6.7 A layout of the existing ablution to be copied is shown below.

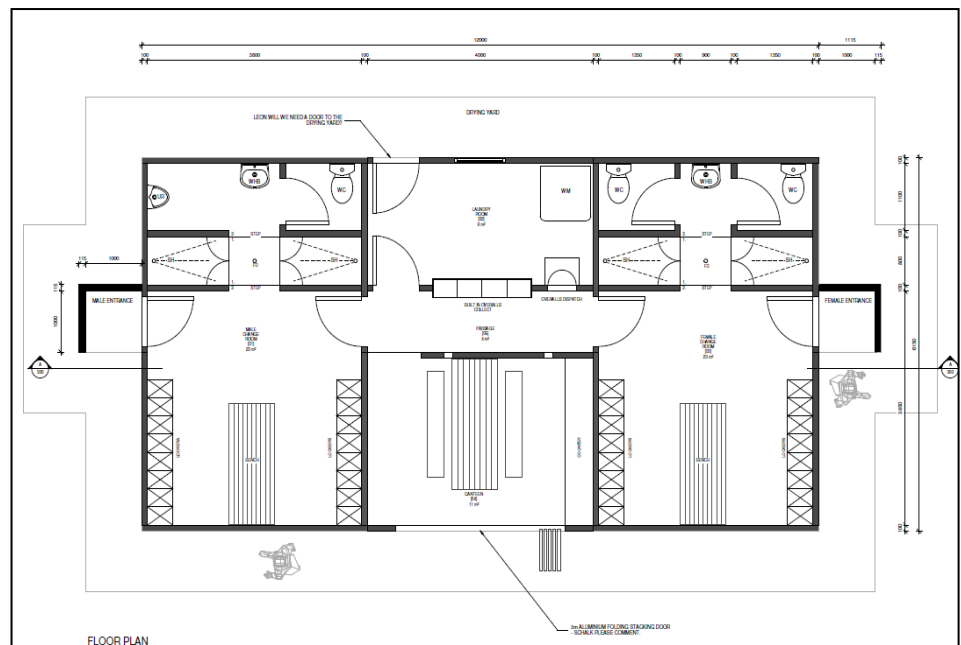


Figure 4: Existing ablution layout

4.4.7 Office at composting facility

- 4.4.7.1 The reception office consists of a reception area, a display area, two (2) offices, an ablution facility, a kitchenette, a server room and a storeroom. The office building should be approximately 100 m² big.

- 4.4.7.2 The design look and feel of the facility should match the existing office facility at the Waste Transfer Station. For ease of reference, the look and feel is summarised below:
- 4.4.7.3 The outside of the facility will consist of face brick and the inside leaf of the double leaf wall will consist of normal clay brick. The plastering will be done using a wood-float finish and then be painted with enamel paint to interior walls. The floors and walls in the toilets will be tiled with porcelain or ceramic tiles.
- 4.4.7.4 All the buildings will have pitched roofs, complete with galvanised steel sheeting. Standard gypsum ceilings will be provided. The doors will consist of standard steel frames, complete with standard steel doors. Standard steel frame windows will be used, complete with glazing and sills. Burglar bars are to be installed to match existing. Hot water is to be provided. The contractor is to provide locks for all doors and two (2) sets of keys per door. External lighting is to be installed on all side of the building in order to aid security at night.
- 4.4.7.5 The layout of the existing administration building to be copied is illustrated in the figure 5 below.

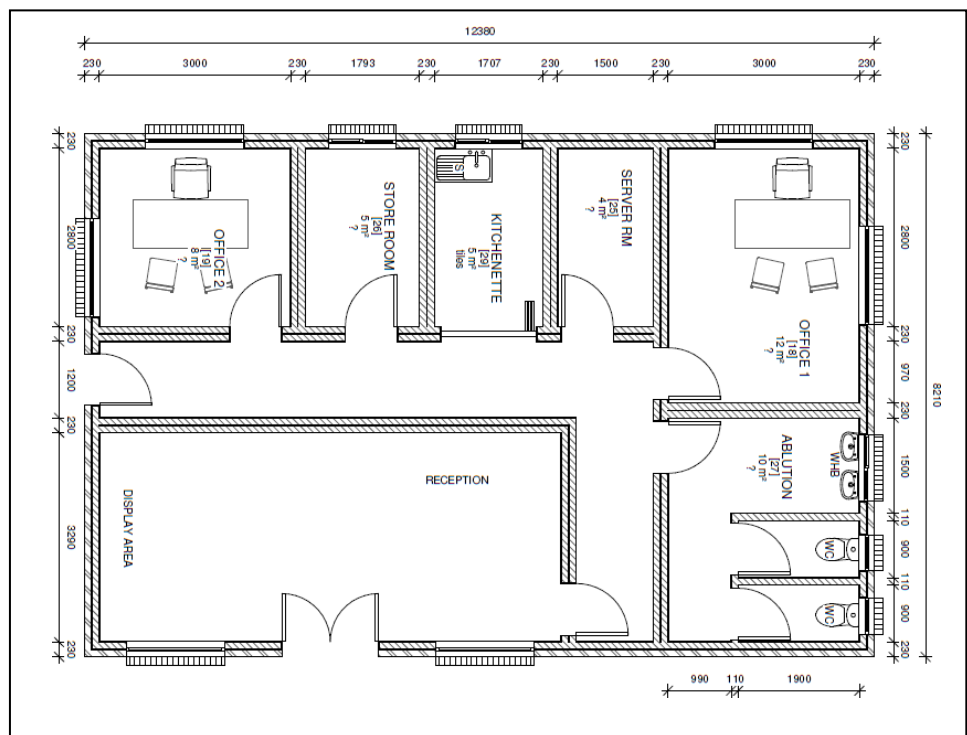


Figure 5 – Existing Administration Building

4.4.8 Water supply

- 4.4.8.1 The Contractor will ensure connection of all buildings to the water supply, the closest of which is at the existing transfer station office and ablution facilities.

4.4.9 *Wastewater*

- 4.4.9.1 The contractor will ensure connection of all buildings to the wastewater network, the closest of which is at the existing transfer station office and ablution facilities.

4.4.10 *Fire water supply*

- 4.4.10.1 The contractor will ensure connection of all buildings to the fire water supply, the closest of which is at the existing transfer station office and ablution facilities.

4.4.11 *Electrical supply*

- 4.4.11.1 The contractor will ensure connection of all buildings to the electrical supply, the closest of which is at the existing transfer station.

4.4.12 *Storage Shed*

- 4.4.12.1 The storage shed should be designed to accommodate storage of composting equipment, storage of bagging equipment, storage of bagged compost and bagging operations. The building is to be 300 m² in size (20 m long, 15 m wide).
- 4.4.12.2 The building should be a steel frame warehouse type building with cladding and roof material to match the existing transfer station. Four (4) wind powered ventilation extractor fans are to be installed. The roof is to be a minimum of 4.5m high at its lowest point. All sides are to be fully cladded. The floor is to be a concrete floor.
- 4.4.12.3 The building should be equipped with two (2) roller shutter doors at the back of the building for access of bigger plant and equipment for storage. The front of the building must be equipped with two (2) roller shutter doors for bulk pickups of bagged compost. All roller shutter doors are to be minimum of 4m wide and have a minimum opening height of 3.5m. A pedestrian door is to be installed for pedestrian access. All roller shutter doors are to be lockable from the inside and the pedestrian door lockable from both inside and outside. Three (3) sets of keys are to be supplied per door.
- 4.4.12.4 Adequate lighting is to be installed to allow for night-time operation. Two (2) lighting circuits are to be installed, one for daytime use and an additional to be used at night-time or during cloudy days. External lighting is to be installed on all side of the building to aid security at night. Three phase power is to be installed to supply power to the future bagging equipment.

4.4.13 *Fencing*

- 4.4.13.1 The entire composting facility should be fenced off with concrete palisade fence to match existing. Four (4) lockable steel access gates are to be allowed for.

4.4.14 Parking

- 4.4.14.1 The Contactor should develop paved (60mm pavers) staff and customer parking in front of the composting facility office as well as a paved walkway to the office from the parking area.

4.4.15 New Dry Recycling Facility

- 4.4.15.1 This facility is to be built on the eastern end of platform 2. Thus, a portion of platform 2 should be completed prior to construction of this facility.
- 4.4.15.2 The dry recycling facility should be identical to the storage shed at the composting facility. It should be designed to accommodate storage of recycling/ sorting equipment, storage of baled recyclables and sorting operations. The building is to be 300 m² in size (20 m long, 15 m wide).
- 4.4.15.3 The building should be a steel frame warehouse type building with cladding and roof material to match the existing transfer station. Four (4) wind powered ventilation extractor fans are to be installed. The roof is to be a minimum of 4.5m high at its lowest point. All sides are to be fully cladded. The floor is to be a concrete floor.
- 4.4.15.4 The building should be equipped with two (2) roller shutters doors at the back of the building for access of bigger plant and equipment for storage. The front of the building must be equipped with two (2) roller shutter doors for bulk pickups of bagged compost. All roller shutter doors are to be a minimum of 4m wide and have a minimum opening height of 3.5m. A pedestrian door is to be installed for pedestrian access. All roller shutter doors are to be lockable from the inside and the pedestrian door lockable from both inside and outside. Three (3) sets of keys are to be supplied per door.
- 4.4.15.5 Adequate lighting is to be installed to allow for night-time operation. Two (2) lighting circuits are to be installed, one for daytime use and an additional to be used at night-time or during cloudy days. External lighting is to be installed on all side of the building to aid security at night. Three phase power is to be installed to supply power to the future recycling equipment.

4.4.16 Offices and ablutions for security

4.4.16.1 The exact scope of the upgrades to the existing offices and ablutions at the transfer station has not yet been defined. It is envisaged that such alterations or upgrades will not be major.

- a) Phase 1 – all items to be completed (reach Date of Completion) within three months after signing the Service Level Agreement.
- b) Phase 2 – all items to be completed (reach Date of Completion) within the project duration of 14 months allocated for implementation of the project after signing the Service Level Agreement .

4.4.16.2 The Engineer will need to ensure Employer budget is spent in line with availability.

5. EXPECTED DELIVERABLES/ OUTCOMES

5.1 Phasing of the project: The design build project will be divided into two (2) phases due to budget availability linked to the Employers financial years. The phasing will be refined during contract negotiations.

5.1.1 Deliverable 1: Phase 1 – all items to be completed (reach Date of Completion) within the duration of three months after signing the Service Level Agreement .

5.1.2 Deliverable 2: Phase 2 – all items to be completed (reach Date of Completion) within the project duration of 14 months allocated for implementation of the project after signing the Service Level Agreement.

5.2 The Consulting Engineer/Firm will need to ensure Employer budget is spent in line with availability.

6. PERIOD / DURATION OF PROJECT / ASSIGNMENT

6.1 The project must be completed within fourteen (14) months after the date of signature of the Service Level Agreement, by both parties and issuing of an official purchase order by the Department of Forestry, Fisheries and Environment (DFFE).

6.2 The Consulting Engineer/Firm is to perform all necessary duties throughout the Defects Notification Period (365 days) and Defects Remediating Period prior to issuing of the Performance Certificate.

6.3 A non-compulsory onsite briefing session will be held on (DATE) at (TIME) at (LOCATION).

6.4 These ToRs need to be read in conjunction with the ToR for the Contractor to design and build a composting facility and a recycling facility as part of an integrated waste management facility at the George Local Municipality.

7. COSTING / COMPREHENSIVE BUDGET

- 7.1 A comprehensive fixed costing/ rates must be provided on Annexure A: Pricing Schedule and SBD 3.3 inclusive of VAT and all disbursement costs, such as delivery costs, travelling and accommodation costs and other expenses inclusive of VAT.
- 7.2 The service provider shall be bound to execute all the required quantities of scope as needed by the Department of Forestry, Fisheries and Environment (DFFE) during the period of the contract.
- 7.3 The tender will be awarded on rates.
- 7.4 The DFFE reserves the right to negotiate price with a recommended service provider identified in the evaluation process without offering the same opportunity to any other bidder (s) who have not been recommended.
- 7.5 Price offer must be valid for 120 days.

8. INFORMATION SESSION

- 8.1. A non-compulsory information session will be held to give clarity to the interested bidders to clarify the scope and extent of work. The bidders will have the opportunity to ask questions where needed.
- 8.2. The Information Session will be held as follows:
Date: 24 NOVEMBER 2022
Time: 12h00-14h00
Venue:
Lawaai kamp Community Hall, Stanford Mangaliso Street, Lawaai kamp, George.

9. EVALUATION CRITERIA

- 9.1 The evaluation for this bid will be carried out in the following phases:

- a) Phase 1: Pre-Compliance.
- b) Phase 2: Functionality Criteria.
- c) Phase 3: Price and B-BBEE

9.2 PHASE 1: PRE-COMPLIANCE

- 9.2.1 During this phase bid documents will be reviewed to determine the compliance with SCM returnable requirements, tax matters and whether a Central Supplier Database (CSD) report has been submitted with the bid documents at the closing date and time of the bid. Bids which do not satisfy the compliance criteria will not be evaluated further.
- 9.2.2 The bid proposal will be screened for compliance with administrative requirements as indicated below:

ITEM NO.	ADMINISTRATIVE REQUIREMENTS	CHECK/ COMPLIANCE
1	Master Bid Document	Provided and bound
2	Electronic Copy (USB)	Same as the master bid document
ITEM NO.	ADMINISTRATIVE REQUIREMENTS	CHECK/ COMPLIANCE
3	SCM - SBD 1 - Invitation to Bid	Completed and signed
4	Tax Compliance and CSD Registration	Attached CSD registration number/ Proof of CSD registration and/ or SARS Tax Pin
5	SBD 3.3 and Pricing Schedule (Annexure A)	Completed
6	SCM - SBD 4 – Bidders Disclosure	Completed and signed
7	SCM-SBD 6.1 - Preference Points Claim Form in terms of the Preferential Procurement Regulations 2017	Completed and signed
8	In case of bids where Consortia / Joint Ventures, Consortia/ Joint Venture agreement signed by both parties must be submitted with bid proposal	JV agreement completed and signed, if applicable

9.3 PHASE 2: FUNCTIONALITY CRITERIA

- 9.3.1 Only bid proposals that meet pre-compliance requirements may be considered to be evaluated on functionality criteria.
- 9.3.2 The bidder must score a minimum of **75%** during phase 2 (Functionality/ Technical) of the evaluation to qualify for Phase 3 of the evaluation where the price and B-BBEE will be considered.
- 9.3.3 The following values/ indicators will be applicable when evaluating functionality:

CRITERIA	SUB-CRITERIA/ CLAUSE		
Company Experience Acting as Consulting Engineer/Firm or Owners Engineer	This sub criterion covers the experience of the company having acted as the Engineer in terms of FIDIC Yellow book or similar contracts specifically relating to acting as the Owners Engineer for Design Build/ Engineering, Procurement, Construction (EPC)/ Turnkey Contracts.		
	Copies of Completion Certificates/ Contract Award Letters/ Reference Letters		
	This is reflected by the number of such projects completed by the company within the last twenty (20) years where the value of construction was R10,000,000 or more for each project.		
CRITERIA	SUB-CRITERIA/ CLAUSE		
	Company Experience Acting as Consulting Engineer/Firm or owners engineer	Indicator	Weight
	5 or more similar projects successfully completed	5	40
	4 similar projects successfully completed	4	
	3 similar projects successfully completed	3	
	2 similar projects successfully completed	2	
	1 similar project successfully completed	1	
	0 similar projects successfully completed	0	
Experience (number of similar projects) of the Professional Engineer who shall be appointed and authorised to act on behalf of the Consulting Engineer/Firm.	This sub criterion covers the experience of the proposed Professional Civil Engineer who has been appointed and authorised to act on behalf of the Engineer on similar projects over the last twenty (20) years.		
	Detailed CV listing Projects and positive reference letters confirming that the proposed Engineer was appointed and authorised to act on behalf of the Consulting Engineer/Firm for each project		
	Proposed professional engineer experience	Indicator	Weight
	5 or more similar projects successfully completed	5	30
	4 similar projects successfully completed	4	
	3 similar projects successfully completed	3	
	2 similar projects successfully completed	2	
	1 similar project successfully completed	1	
	0 similar projects successfully completed	0	

Experience (number of years as a registered Professional Engineer or Professional Technologist) of proposed engineer	This sub criterion covers the post professional registration of the Professional Civil Engineer who shall be appointed and authorised to act on behalf of the Engineer and who holds a formal qualification Degree in Civil Engineering and relevant Engineering Council of South Africa (ECSA) registration (PR. Engineer or PR Technologist)		
	ECSA Professional Registration certificate and the detailed CV		
	Experience as a registered professional engineer	Indicator	Weight
	ECSA professional Engineer/Technologist with 10 years post professional registration experience and more	5	30
CRITERIA	SUB-CRITERIA/ CLAUSE		
	ECSA professional Engineer/Technologist with 8 years and less than 10 years post professional registration experience	4	
	ECSA professional Engineer/Technologist with 6 years and less than 8 years post professional registration experience	3	
	ECSA professional Engineer/Technologist with 4 years and less than 6 years post professional registration experience	2	
	ECSA professional Engineer/Technologist with 2 years and less than 4 years post professional registration experience	1	
	ECSA Engineer/Technologist with less than 2 years post professional registration experience	0	
TOTAL POINTS ON FUNCTIONALITY			100

9.4 PHASE 3: Price and B-BBEE

9.4.1 Bid will be awarded to a bidder with the highest points on Price and B-BBEE on condition that they have met all phases of the evaluation criteria and complied with the tender requirements set out in the tender document.

9.4.2 The Department reserves the right to negotiate prices that are not deemed market related and not to award the tender to the bidder with the lowest price.

9.4.3 Preferential point system applicable to this bid:

80:20

YES

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

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

9.4.5 The points scored by a tenderer in respect of the level of BBBEE contribution contemplated in sub-regulation must be added to the points scored for price as calculated in accordance with sub-regulation 6(1) respectively.

9.4.6 Subject to regulation 11(1), the contract must be awarded to the tenderer who scores the highest total number of points.

9.4.7 A contract may be awarded to a tenderer that did not score the highest total number of points, only in accordance with section 2(1) (f) of the Act.

10. BID SUBMISSION REQUIREMENTS

10.1 Bidders should ensure that the following submission requirements, which will be needed for evaluation purposes are included in their bid proposal and are as follows:

10.1.1 The service provider must draft a table of content which will indicate where each document is in the proposal.

- 10.1.2 The proposal shall consist of one master original document and must clearly indicate the prices on SBD 3.3.
- 10.1.3 The information in the CV of the proposed Engineer and the Proof of Professional Registration (PR. Engineer or Pr. Technologist) should include relevant experience in the chosen area of expertise.
- 10.1.4 Project reference specifying the role played by the service provider in the listed projects or assignments, project value and the duration of the project (start and end date).
- 10.1.5 A detailed project plan with clear indication of who will be responsible for the management of the assignment as well as its execution. The allocation of team members on the assignments should be based on the experience in delivering the scope of work as listed.
- 10.1.6 Standard bidding documents (SBD1, 3.3, 4 and 6.1).
- 10.1.7 Copy of Central Supplier Database (CSD) report.

11. LEGISLATIVE FRAMEWORK OF THE BID

11.1 Tax Legislation

- 11.1.1 Bidder must at all time attempt to be compliant when submitting proposal to DFFE and remain compliant for the entire contract term with all applicable tax legislation, including, but not

limited to the Income Tax Act, 1962 (Act No. 58 of 1962) and Value Added Tax Act, 1991 (Act No. 89 of 1991).

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

11.2 Procurement Legislation

- 11.2.1 Bidders should be cognisant of the legislation and/ or standards specifically applicable to the services.
- 11.2.2 Bidders are requested to submit a valid B-BBEE Status Level Verification Certificate issued by SANAS, or Accredited Verification Agency; or B-BBEE Certificate issued by CIPC, or Sworn Affidavit commissioned by Commissioner of Oaths together with their bids for records by the Department.
- 11.2.3 In the event that the application is made by a Joint Venture or Partnership, the accreditation credentials in name of joined entity should be submitted. Both members in the joint venture must meet the requirement of the proposal.

11.3 Privacy and Protection of Personal Information Act 4 of 2013

- 11.3.1 Protecting personal information is important to the Department of Forestry, Fisheries, and the Environment. To do so, DFFE follows general principles in accordance with applicable privacy laws and the Protection of Personal Information Act 4 of 2013 (POPIA).
- 11.3.2 DFFE's role as the responsible party, is amongst others to process personal information for the intended purpose for which it was obtained and in line with legal agreements with its respective/ prospective services providers and third parties.
- 11.3.3 DFFE will process personal information only with the knowledge and authorisation of the bidder/ respondent and will treat personal information which comes to its knowledge as confidential and will not disclose it, unless so required by law or subject to the exception contained in the POPIA.
- 11.3.4 DFFE reserves all the rights afforded to it by the POPIA in the processing of any of its information as contained in this bid and the bidder/ respondent is required to comply with all prescripts as detailed in the POPIA relating to all information concerning DFFE.

- 11.3.5 In responding to this bid, DFFE acknowledges that it will obtain and have access to personal information of the bidder/ respondent. DFFE agrees that it shall only process the information disclosed by the bidder/ respondent in their response to this bid for the purpose of evaluation and subsequent award of the tender and in accordance with any applicable law.

12. SPECIAL CONDITIONS OF CONTRACT

- 12.1 On appointment, the performance measures for the delivery of the agreed services will be closely monitored by Project Manager.
- 12.2 The service provider will submit monthly progress reports to the Project Manager, within four (4) days after the end of each month for the duration of the project, submitted in both soft and hard copies. Failure to submit the required reports on time will result in penalties.
- 12.3 DFFE will not be held responsible for any costs incurred by the service providers in the preparation, presentation, and submission of the proposal.
- 12.4 The Project Manager shall do the ongoing management of the Service Level Agreement (SLA).
- 12.5 All the conditions specified in the General Conditions of Contract (GCC) will apply and where the conditions in the special conditions of contract contradicts the conditions in the general conditions of contract the special conditions of contract will prevail.
- 12.6 The service provider shall notify the Department in writing of all subcontracts awarded under this contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.
- 12.7 In a case a tenderer is intending to sub-contract portion of work, such tenderer awarded a contract may only enter sub-contracting arrangements with the approval of the Department.
- 12.8 Letter of Authority to sign documents on behalf of the company, where applicable.
- 12.9 The proposals should be submitted with all required information containing technical information.
- 12.10 Bidders failing to meet the pre-qualification and/ or mandatory requirements will automatically be disqualified
- 12.11 Service providers are requested to submit any of the following documents as proof of B-BBEE status level of contributor:
- a) B-BBEE status level Certificate issued by a Verification Agency accredited by SANAS.
 - b) A sworn Affidavit as prescribed by the B-BBEE Codes of Good Practice; and
 - c) B-BBEE certificate issued by the Companies and Intellectual Property Commission.
 - d) SBD 6.1 must also be duly completed, signed, and submitted alongside the bid to claim preference points. Failure to do so will result in B-BBEE preference points being forfeited.

- e) A trust, consortium or joint venture will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- f) A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate proposal.
- g) In the event that the application is made by a Joint Venture or Partnership, the accreditation credentials in name of joined entity should be submitted. Both members in the joint venture must meet the requirement of the proposal.

12.12 Poor or non-performance by the bidder will result in cancellation of works orders.

12.13 The following particular conditions of contract are applicable to this Contract:

12.13.1 C1.2.1 FIDIC Clause 3.2: Engineer's Duties and Authority.

12.13.2 The following items will require approval from the Employer prior to such decisions being made by the Consulting Engineer/Firm on behalf of the Employer:

- a) Should the contractor request an extension of time.
- b) Should any additional costs need to be borne by the Employer.
- c) Should the Contractor request for variations that have a cost implication.
- d) Approval of the scope and associated amounts payable from the provisional sums.

12.13.3 For all the above instances, the Consulting Engineer/Firm is to receive in writing the approval of the Employer prior to a decision being taken by the Engineer on behalf of the Employer communicated to the Contractor.

13. SUB-CONTRACTING CONDITIONS/ REQUIREMENTS

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

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

13.3 A tenderer will not be awarded the points claimed for B-BBEE status level of contribution or contract if it is indicated in the bid documents that such a bidder intends subcontracting more than 25% of the contract value to any other enterprise that does not qualify for at least the same number of points that the bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.

- 13.4 The contractor is not allowed to sub-contract after award for more than 25% of the contract value to another enterprise that does not have equal or higher B-BBEE status level, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.

14. PAYMENT TERMS

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

15. TECHNICAL ENQUIRIES

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

Name: Mr Sivuyile Mtila Tel No (044) 802 2900 E-mail: smtila@george.gov.za	Name: Ms Budu Manaka Office Telephone No. (012) 399 8839 Cell: 066 336 3098 E-mail: bmanaka@dfpe.gov.za
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16. ANNEXURE A - TENDER DRAWINGS

16.1 The following is a list of tender drawings applicable to this contract and are attached hereto:

NO.	DRAWING NO.	DRAWING TITLE
1	P16074-TEN-07-GN-001	DESIGN BUILD SCOPING LAYOUT

17. ANNEXURE B - PRICING SCHEDULE

ITEM NO	DESCRIPTION	QTY	UNIT	RATE (EXCLUDING VAT)	PROJECT COST (EXCLUDING VAT)
1	Act as the Engineer as per FIDIC Conditions of Contract for Plant and Design-Build for Electrical & Mechanical Plant, and for Building and Engineering Works, Designed by the Contractor Second Edition 2017	14	months		
2	Perform all necessary duties throughout the Defects Notification Period (365 days) and Defects Remediating Period prior to issuing of the Performance Certificate.	1	sum		
SUB-TOTAL					
VAT (15%)					
TOTAL					

THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

July 2010

GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

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

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

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

TABLE OF CLAUSES

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental services
14. Spare parts
15. Warranty
16. Payment
17. Prices
18. Contract amendments
19. Assignment
20. Subcontracts
21. Delays in the supplier's performance
22. Penalties
23. Termination for default
24. Dumping and countervailing duties
25. Force Majeure
26. Termination for insolvency
27. Settlement of disputes
28. Limitation of liability
29. Governing language
30. Applicable law
31. Notices
32. Taxes and duties
33. National Industrial Participation Programme (NIPP)
34. Prohibition of restrictive practices

General Conditions of Contract

1. Definitions

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

RSA.

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

obligations of the supplier covered under the contract.

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

2. Application

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

3. General

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

4. Standards

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

5. Use of contract documents and information; inspection.

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

6. Patent rights

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

- 7. Performance security**
- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
- (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
 - (b) a cashier's or certified cheque
- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.
- 8. Inspections, tests and analyses**
- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or

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

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

9. Packing

- 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

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

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

14. Spare parts

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

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

15. Warranty

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

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

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

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

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

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

- 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) 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.
34 Prohibition of Restrictive practices	34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging). 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

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

Js General Conditions of Contract (revised July 2010)



DEPARTMENT OF FORESTRY, FISHERIES AND ENVIRONMENT

BAS ENTITY MAINTENANCE FORM

Head Office Only

Date Received

Safetynet Capture _____

Safetynet Verified:

BAS/LOGIS Capt

BAS/LOGIS Auth

Supplier No. _____

The Director General

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

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

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

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

Please ensure information is validate as per required bank screens .

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

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

Company / Personal Details

Registered Name

Trading Name

Tax Number

VAT Number

Title:

Initials:

Full Names

Surname

Persal Number

Address Detail

Address

(Compulsory if Supplier)

Physical

Postal

Postal Code

New Detail

☐ New Supplier information ☐ Update Supplier information

Supplier Type:

☐ Individual
☐ Company
☐ CC

☐ Department
☐ Trust
☐ Other (Specify)

☐ Partnership

Department Number

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

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

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Bank screen info
ABSA -CIF screen
FNB -Hogans system on the CIS4/CUPR
STD Bank-Look-up-screen
Nedbank - Banking Platform under the Client Details Tab

FNB-Hogans system on the CIS4/CUPR

Nedbank- Banking Platform under the Client Details Tab

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Savings Account

Bond Account

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Bank Stamp

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Supplier Signature									
Print Name									
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		/		/					

Date (dd/mm/yyyy)

NB: All relevant fields must be completed