BID NO: SAMSA/060/2023/24 SOUTH AFRICAN MARITIME SAFETY AUTHORITY INVITE INTERESTED BIDDERS TO PROCURE SA AGULHAS VESSEL

PART 1

1.1 LETTER OF INVITATION TO THE BIDDER:

BIDS TO BE SUBMITTED TO:

South African Maritime Safety Authority
146 Lunnon Road
Cnr Jan Shoba & Lunnon Road
Hillcrest
0183

Attention: I Mothoane Tel: 012 366 2600 email: imothoane@samsa.org.za / jchilopo@samsa.org.za

ISSUE DATE: 31 MAY 2023

Contact mandatory briefing will be conducted for this bid.

Interested bidders are invited for a compulsory site inspection/briefing meeting at the location indicated below;

Venue: QUAY 500, PORT OF CAPE TOWN

Date: 08 JUNE 2023

Time: 10H00am

VERY IMPORTANT:

Bidders must ensure that they sign the Attendance Register as evidence of attendance.
Non-attendance of the Site inspection/briefing meeting will automatically disqualify the bidder.

CLOSING DATE: 04 JULY 2023

1.2. OBJECTIVES

SAMSA intends to dispose of the SA Agulhas on an "*as is, where is*" basis. The bidding will be conducted as prescribed in the National Treasury guidelines 10.1.2 read together with Section 54 (2)(d) of the PFMA which requires that the disposal of a movable asset must either be market related value or by tender or auction, whichever process is most advantageous to the State.

Technical and Administrative queries:

Queries relating to these documents may be addressed in writing only quoting the Bid No. for attention: imothoane@samsa.org.za

Submission of Bids:

- Number of ORIGINAL bid documents for contract signing TWO.
- Electronic Copy of the original document in PDF (flash drive) ONE.

Bid documents must contain two original documents, initialled on each page thereof and signed where required (two separate envelopes: one for Pricing and the other for technical document).

A digital version on USB/Memory stick containing the bid document and all other supporting documents (fully submitted bid proposal with its attachments) must be provided of all tender documentation within the bid envelope.

These serve as the original sets of bid documents and form part of the contract.

The proposals may be submitted in sealed envelopes delivered at the Pretoria Office South African Maritime Safety Authority 146 Lunnon Road, Cnr Jan Shoba & Lunnon Road, Hillcrest,0183 and should be deposited in the box located at the reception.

The Bid number and tender description **MUST** be clearly indicated on the cover of the bid document. It is the responsibility of each bidder when submitting to ensure that they complete the Tender Register at the Reception. The closing date and time for receipt of tenders is **06 June 2023 at 11H00am.**

IT IS THE RESPONSIBILITY OF EACH PROSPECTIVE BIDDER TO ARRIVE EARLY TO SUBMIT A BID AS THEY WILL BE REQUIRED TO FOLLOW BUILDING SECURITY PROTOCOLS OF REGISTRATION. SAMSA WILL NOT BE RESPONSIBLE FOR BIDDERS WHO ARRIVE LATE AND CLAIM THAT THEY WERE HELD AT SECURITY FOR REGISTRATION, WHICH WILL NOT BE ACCEPTED AS A REASON FOR LATE ARRIVAL OR LATE SUBMISSION.

Facsimile, and late tenders will not be accepted. It is important to note that all bids lodged will be examined to determine compliance with the bidding requirements and conditions. Bids with obvious deviation from the requirements, will be eliminated. Interested Bidders are expected to submit returnable documents on the original tender issued by SAMSA and written in black ink. This tender document may not be reproduced.

PART 2 - INSTRUCTIONS

1. INTRODUCTION TO SAMSA

1.1. The South African Maritime Safety Authority (SAMSA) was established on the 1st of April 1998 under the SAMSA Act 5 of 1998. The objectives of the Authority are:

• To ensure safety of life and property at sea;
• To prevent and combat pollution from ships in the marine environment; and
• To promote the Republic's maritime interests.

SAMSA has also been charged with the responsibility of executing the following:

• Administration of the Merchant shipping (National Small Vessel Safety) Regulation, 2007, as amended (the Regulations). The Regulations extends SAMSA's Core mandate to include inland waterways (only waterways accessible to the public) within the Republic. That is to ensure boating safety on our waters.

• Implementing and executing the Long-Range Identification and Tracking (LRIT) of vessels along the South African coastline. The Long-Range vessels monitoring system assist in securing South Africa's coastal waters in the midst of the rising lawlessness at sea, with particular reference to the worrying scourge of pirate attacks along the east coast of Africa.

SAMSA's Head Office is based in Pretoria, and there are 8 other offices based along the South African coastline.

2. CONDITIONS OF BID AND CONTRACT

NB: The winning bidder shall not dispose the SA Agulhas within two years of the award.

2.1 GUIDELINE ON COMPLETION

21.1. Bidders must ensure compliance on a paragraph-by-paragraph basis. Bids that are not completed in the manner prescribed may be considered incomplete and thus rejected.

2.2. CONFIDENTIALITY

2.2.1 The bid and all information in connection therewith shall be held in strict confidence by bidders and usage of such information shall be limited to the preparation of the bid.

2.2.2 All bidders are bound by a confidentiality agreement preventing the unauthorized disclosure of any information regarding SAMSA or any of its activities to any other organization or individual. The bidders may not disclose any information, documentation or products to other clients without written approval of the accounting authority or the delegate.

2.3 INTELLECTUAL PROPERTY, INVENTIONS AND COPYRIGHT

2.3.1 Copyright of all documentation relating to this assignment belongs to SAMSA. The successful bidders may not disclose any information, documentation or products to other clients without the written approval of the accounting authority or the delegate.

2.3.2 All the intellectual property rights arising from the execution of this Agreement shall vest in SAMSA and the Bidder undertakes to honour such intellectual property rights and all future rights by keeping the know-how and all published and unpublished material confidential.

2.3.3 In the event that the Bidder would like to use any information or data generated in terms of the Services, the prior written permission must be obtained from SAMSA.

2.3.4 SAMSA shall own all materials produced by the Bidder during the course of, or as part of the Services including without limitation, deliverables, computer programmes (source code and object code), programming aids and tools, documentation, reports, data, designs, concepts, know-how and other information whether capable of being copyrighted or not.

2.4 CONTRACTUAL COMMITMENT

2.4.1 No commitment of any kind, contractual or otherwise shall exist unless and until a formal written agreement has been executed by or on behalf of SAMSA. Any notification of preferred bidder status by SAMSA shall not give rise to any enforceable rights by the Bidder. SAMSA may cancel this Request for Proposal (RFP) at any time prior to the formal written agreement being executed by or on behalf of SAMSA. SAMSA reserves the right at its sole discretion, and at any time, to amend, deviate from, postpone, discontinue or terminate the transaction/procurement process without incurring any liability whatsoever to any other party. SAMSA reserves the right not to award this tender to the highest ranked or highest scoring bidder, as it needs to align its procurement practices to governance practices that are in line with its own growth path. These may include but are not limited to driving socio-economic development objectives that are enshrined in various government policies.

2.5 WARRANTIES

2.5.1 The Bidder warranties that it is able to conclude this Agreement to the satisfaction of SAMSA.

2.5.2 Although the Bidder will be entitled to provide services to persons other than SAMSA, the Bidder shall not without the prior written consent of SAMSA, be involved in any manner whatsoever, directly or indirectly, in any business or venture which competes or conflicts with the obligations of the Bidder in terms of this tender.

2.6 PARTIES NOT AFFECTED BY WAIVER OR BREACHES

2.6.1 The waiver (whether express or implied) by any Party of any breach of the terms or conditions of this Agreement by the other Party shall not prejudice any remedy of the waiving party in respect of any continuing or other breach of the terms and conditions hereof.

2.6.2 No favour, delay, relaxation or indulgence on the part of any Party in exercising any power or right conferred on such Party in terms of this Agreement shall operate as a waiver of such power or right nor shall any single or partial exercise of any such power or right under this Agreement.

2.7 SUBMITTING OF FRAUDULENT DOCUMENTS

2.7.1 The bidder must declare any Partnership or Joint Venture (JV) arrangements when submitting the proposal.

2.7.2 All parties to the bid (JV or Partnership) must submit all the required returnable documents as per the requirement of the tender.

2.7.3 A trust, consortium or joint venture must submit a consolidated B-BBEE certificate to indicate their status level in line with the BBBEE Code of Good Practice. A copy of the JV / consortium agreement must be included.

2.7.4 A trust, consortium or JV will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated BBBEE scorecard as if they were a group structure and that such a consolidated BBBEE scorecard is prepared for every separate bid.

2.7.5 Bidders must submit concrete proof of the existence of joint ventures and/or consortium arrangements. National Treasury will accept signed agreements as acceptable proof of the existence of a JV and/or consortium arrangement.

2.7.6 The JV and/or consortium agreements must clearly set out the roles and responsibilities of the Lead Partner and the JV and/or consortium party. The agreement must also clearly identify the Lead Partner, with the power of attorney to bind the other party/parties in respect of matters pertaining to the JV and/or consortium arrangement.

2.8 PROTECTION OF PERSONAL INFORMATION ACT (POPIA)

2.8.1 The bidder must be compliant with the Protection of Personal Information Act 4 of 2013.

2.8.2 The bidder must have the necessary appropriate physical, technological, administrative and technical security measures to ensure the protection and confidentiality of personal information that it, or its employees, its contractors or other authorised individuals comes into contact with to prevent loss or damage, or unauthorized access, processing or destruction.

2.9 COUNTER CONDITIONS

2.9.1 SAMSA draws bidders' attention that amendments to any of the Bid Conditions or setting of counter conditions by bidders will result in the invalidation of such bids.

2.10 RESPONSE PREPARATION COSTS

2.10.1 SAMSA is **NOT** liable for any costs incurred by a bidder in the process of responding to this Bid Invitation, including on-site presentations.

2.11 CANCELLATION PRIOR TO AWARDING

2.11.1 SAMSA reserves the right to withdraw and cancel the Bid Invitation prior to making an award. The cancellation grounds include insufficient funds, where the award price is outside of the objective determined fair market-related price range or any process impropriety.

2.12 FRAUDULENT PRACTICES

2.12.1 Bidders shall not-

(a) collude with other businesses and organisations with the intention of depriving a procuring and disposing entity of the benefits of free and open competition;
(b) enter into business arrangements that might prevent the effective operation of fair competition;
(c) engage in deceptive financial practices, such as bribery, double billing or other improper financial practices;
(d) misrepresent facts in order to influence a disposal process or execution of a contract to the detriment of the Procuring and Disposing Entity;
(e) unlawfully obtain information relating to a disposal process in order to influence the process or execution of a contract to the detriment of Procuring and Disposing Entity.
(f) withholding information from the Procuring and Disposing Entity during contract execution to the detriment of Procuring and Disposing Entity.

2.12.1 Any effort by Bidder/s to influence evaluation, comparisons, or award decisions in any manner will result in the rejection and disqualification of the bidder concerned.

2.13 FRONTING

2.13.1 SAMSA, in ensuring that bidders conduct themselves in an honest manner will, as part of the bid evaluation processes where applicable, conduct or initiate the necessary enquiries/investigations to determine the accuracy of the representation made in the bid documents. Should SAMSA establish any of the fronting indicators as contained in the Department of Trade and Industry's "Guidelines on Complex Structures and Transactions and Fronting" during such inquiry/investigation, the onus is on the bidder to prove that fronting does not exist. Failure to do so within a period of 7 days from date of notification will invalidate the bid/contract and may also result in the restriction of the bidder to conduct business with the public sector for a period not exceeding 10 years, in addition to any other remedies SAMSA may have against the bidder concerned.

2.14.1 RETURNABLE DOCUMENTS - COMPLIANCE AND GOVERNANCE VERIFICATION DOCUMENTS (Standard Bidding Documents)

- Number of ORIGINAL bid documents for contract signing **TWO**
- Electronic Copy of the original document in PDF (flash drive) **ONE**

Bid documents must contain two original documents, initialled on each page thereof and signed where required (two separate envelopes: one for Pricing and the other for technical document). A digital version on USB/Memory stick containing the bid document and all other supporting documents (fully submitted bid proposal with its attachments) must be provided of all tender documentation within the bid envelope. These serve as the original sets of bid documents and form part of the contract.

2.15 SUBMISSION FORMAT (RETURNABLE SCHEDULES)

The verification during this stage is to review bid responses for purposes of assessing compliance with RFB requirements, whereby a bidder may be disqualified if they do not fully comply, which requirements include the following:	
Invitation to Bid (SBD 1) must be fully completed and signed.	Refer to Annexure A
Submission of fully completed SBD 4 (Bidder's disclosure).	(Refer to Annexure A)
Submission of fully completed SBD 6.1 (Preference Claim Certificate), accompanied by the relevant documents as proof for the points claimed for specific goal/s,	(Refer to Annexure B)
Detailed Proposal	**Annexure C**
Submission of the General Conditions of a Contract (GCC)	**Annexure D**
Pricing Schedule	**To be submitted in a separate envelope**

2.16 QUERIES AND CLARIFICATIONS

2.17.1 Any clarification required by a bidder regarding the meaning or interpretation of the Terms of Reference, or any other aspect concerning the bid, is to be requested in writing (letter or e-mail). Please make reference to Tender Notice and Invitation to Tender page of this bid pack for contact details. The bid number should be mentioned in all correspondence. Telephonic requests for clarification will not be accepted. If appropriate, the clarifying information will be made available to all bidders by e-mail only.

2.18 REASONS FOR DISQUALIFICATION

2.18.1 SAMSA reserves the right to disqualify any bidders who do not comply with one or more of the following bid requirements and may take place without prior notice to the bidder:

- Bidder whose tax matters are not in order (Instruction Note 09 of 2017/2018 Tax Compliance Status will apply);
- submitted incomplete information and documentation according to the requirements of this Bid document;
- submitted information that is fraudulent, factually untrue or inaccurate information;
- received information not available to other potential bidders through fraudulent means;
- failed to comply with technical requirements as stipulated in the Bid document;
- misrepresented or altered material information in whatever way or manner;
- promised, offered or made gifts, benefits to any SAMSA employee;
- canvassed, lobbied in order to gain unfair advantage;
- committed fraudulent acts; and • acted dishonestly and/or in bad faith etc.

2.19 VALIDITY PERIOD

2.19.1 Bid should remain valid for at least hundred and twenty (**120**) days after the closing date.

2.19.2 The bidder should hold the tender offer(s) valid for acceptance by SAMSA the at any time during validity period stated in the tender data after the closing time stated in the tender document.

2.19.3 If requested by SAMSA the employer, consider extending the validity period stated in the tender document for an agreed additional period.

2.19.4 Accept that a tender submission that has been submitted to SAMSA the employer may only be withdrawn or substituted by giving SAMSA 's agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted.

2.20 LATE BIDS

2.20.1 Late submissions will not be accepted. A submission will be considered late if it arrived one minute after 11:00 or any time thereafter. The bid (tender) box shall be locked at exactly 11:00 and bids arriving late will not be accepted under any circumstances. Bidders are therefore strongly advised to ensure that bids be dispatched allowing enough time for any unforeseen events that may delay the delivery of the bid.

2.21 IMPORTANT DATES

Release of RFP	:	**31 May 2023**
Last day of queries	:	**26 June 2023**
Responses to queries	:	**29 June 2023**
Closing date for submission of proposals	:	**04 July 2023**

SAMSA reserves the right to amend any date specified above. Any changes will be communicated to the interested parties.

2.22 TRANSFORMATION

2.22.1 SAMSA promotes transformation within the maritime services sector of the South African economy and as such, bidders are encouraged to partner with majority black owned entities (51% black owned and controlled). Such partnerships may include the formation of a Joint Venture and/ or subcontracting agreement etc., where a portion of the work under this tender would be undertaken by black owned entities. To give effect to this requirement, bidders are required to submit a partnership / subcontracting proposal detailing the portion of work to be outsourced, level of involvement of the black owned partner and where relevant, submit a consolidated B-BBEE scorecard in line with the provisions of the PPPFA Regulations which will be considered as part of the B-BBEE scoring.

2.23 CLIENT BASE

2.23.1 SAMSA reserves the right to contact references during the evaluation and adjudication process to obtain information.

2.24 LEGAL IMPLICATIONS

2.24.1 Successful Bidders will enter into a Deed of Sale / Service Level Agreement with SAMSA.

2.25 **PROHIBITIONS OF RESTRICTIVE PRACTICES**

2.25.1 In terms of section 4(1) 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:

- directly or indirectly fixing a purchase or selling price or any other trading condition;
- dividing markets by allocating customers, suppliers, territories or specific types of goods or services; or collusive bidding.

a) If a bidder (s), in the judgement of the purchaser, has engaged in any of the restrictive practices referred to above, the purchaser may, without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered or terminate the contract in whole or in part and 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.

2.26 PRESENTATION

2.26.1 National Treasury may require presentations/interviews from short-listed bidders as part of the bid process.

2.27 SIGNATORIES

2.27.1 All responses to this tender should be signed off by the authorised signatories of the bidder.

2.28 SPECIAL TERMS AND CONDITIONS

- The SAMSA reserves the right to accept or reject any submission in full or in part, and to suspend this process and reject all proposals or part thereof, at any time prior to the awarding of the contract, without thereby incurring any liability to the affected bidders.
- This bid and the contract will be subject to the General Conditions of Contract issued in accordance with Treasury Regulation 16A published in terms of the PFMA. The special terms and conditions of contract are supplementary to that of the general conditions of the contract.
- Where, however, the special conditions of contract are in conflict with the general conditions of contract, the general conditions of contract will prevail.
- The SAMSA is the sole adjudicator of the suitability of the venue for the purpose for which it is required. Therefore, the SAMSA's decision in this regard will be final.
- No bids sent by the facsimile or email will be accepted.
- Bids must only be submitted at the SAMSA Office in Pretoria by the specified date and time.
- Bidders are welcome to be present at the opening of bids, but no pricing will be read out.
- The annexures are part of the bid documentation and must be signed by the bidder and attach to the bid document.
- The bid forms must not be retyped or redrafted but copies may be used. Additional offers may be made but only photocopies of the original documents. Additional offers/submissions are regarded as separate and must be treated as such by the bidder. The inclusion of various offers as part of a single submission in one envelope is not allowed and will not be considered. Additional bid offers must be submitted separately in separate sealed envelopes.
- Bidders are required to provide SAMSA with their tax compliance status PIN.
- Proof of registration on the Central Supplier Database (CSD) must be provided.
- No tender shall be awarded to a bidder who is not tax compliant. SAMSA reserves the right to withdraw an award made, or cancel a contract concluded with a successful bidder in the event that is established that such a bidder whose verification against the Central Supplier Database (CSD) proves non-compliant.

- Certified copy of B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or an Accounting Officer as contemplated in the founding documents of a CC must be submitted.

DISCLAIMERS

SAMSA has produced this document in good faith. SAMSA, its agents, and its employees and associates do not warrant its accuracy or completeness. To the extent that SAMSA is permitted by law, SAMSA will not be liable for any claim whatsoever and how so ever arising (including, without limitation, any claim in contract, negligence or otherwise) for any incorrect or misleading information contained in this document due to any misinterpretation of this document. SAMSA makes no representation, warranty, assurance, guarantee or endorsements to any provider/bidder concerning the document, whether with regard to its accuracy, completeness or otherwise and SAMSA shall have no liability towards the responding Bidders or any other party in connection therewith.

NB: ***Important Notice: Bidders are to be aware of scammers who pose as SAMSA employees selling bid documents or offering monetary gratuity in exchange for information or awarding of bids. SAMSA is in no way selling the bid document, all documents shall be found on the SAMSA website and eTender Portal and awarded bids are notified through the website under "bids awarded" and SAMSA shall never ask any bidder for monetary gratuity in exchange for information or manipulating outcome of bids.***

PART 3: SCOPE OF WORK/TERMS OF REFERENCE

1.1 BACKGROUND

1.1.1 The SA Agulhas (SAG) was an Arctic Research and Supply vessel built in 1977 by Mitsubishi Heavy Industries. The vessel served as the primary support vessel for the South African Antarctic mission. Upon the vessel's replacement by the SA Agulhas II, the SAG was acquired by SAMSA for the purpose of providing a dedicated training vessel in order to properly maximise the potential of the emerging blue economy.

1.1.2 The vision behind this vessel was to empower South African youth by means of ensuring that cadets emerging for our institutions of higher learning had the opportunity to acquire the required sea time and exposure to enter the international maritime job market. This initiative was in line with SAMSA's third mandate, that being to promote South Africa's maritime interests.

However due to changing priorities and financial constraints, the decision was made to dispose of the vessel in line with National Treasury guidelines. That said, SAMSA continues, during the disposal process, to seek socio economic advantage so as to ensure maximum return for both SAMSA and the nation as a whole.

1.2 DESCRIPTION OF SA AGULHAS

SA AGULHAS

VESSEL SPECIFICATIONS

<u>**Vessel Managers:**</u>

SAMSA Maritime Special Projects

18th Floor, 2 Long Street
Cape Town South
Africa 8001
Tel: + 27 21 402 8989

General

Type	: Steel Hulled, Iced strengthened Antarctic Training / Oceanographic Research Vessel
Class	: Bureau Veritas
Keel Laid: 1977	
Builders	: Mitsubishi Heavy Industries, Shimonoseki, Japan 977
Official No.	350810
IMO No.	7628136
Gross tonnage	: 6122.96 T
Nett tonnage	: 1836.88 T
Displacement	: 7107 at moulded summer draft
Length overall	: 111.95 m
Breath	: 18.05 m
Moulded draft	: 6.045 m
Power	: 4476 kW
Cruising speed	: 10.0 knots at 13m3 per day
Maximum speed	: 12.2 knots (85% MCR) at 19 m3 per day
Range	: 15 000 nautical miles
Endurance	: 90 days
Call sign	: ZSAF
Complement	: 138 comprising 44 crew and 94 passengers and students
Owner	: South African Maritime Safety Authority (SAMSA)

Propulsion

Two Uni-directional Merrlees Blackstone KmR6 Major turbo charged and intercooled 6-cylinder 4 stroke engines

Geared to a single controllable pitch propeller.

Total power MCR 4476 kW, service power 3804 KW. 750 hp Samuel White Gill omnidirectional bowthruster. 500 hp Pleuger tunnel stern thruster.
Bunker oil capacity: 1099 tonnes

Electrical Power

Generated at 380v, 3 phase, 50 Hz by three Mitsubishi alternators driven by Daihatsu 6D5- 22 engines each developing 768 kW.
Alternator output each 700 kW.

Mitsubishi emergency generator driven by 145 kW Deutz BF-121-714 engine.
220v AC, 50 Hz domestic supply.
220v AC, 50 HZ stabilized supply from 10 or 5 kVA units.

Navigation Equipment

Gyrocompass : 2 x Anschutz Digital

Autopilot : SG Brown Series 10

Radars : Sperry Marine Bridgemaster E S-band ARPA radar with GPS radar interface

Decca BT 502 X-band relative motion radar

Sperry Marine Vision Master radar linked via an inter-switching unit Furuno X-band ARPA radar, model FAR 2825
GPS : 1 x SIMRAD MX 510 receiver, and Furuno GP 150 receiver
INS : Integrated Navigation System feeding bridge equipment and Data Distribution System with ship's position, course and speed.
Track plotter : FURUNO RP-25 multiple window NWV 53 trackball colour

Video plotter with preprogramed ROM card of the South African Coast as well as RAM cards of 8100 points.
Speed log : Yokogawa Navitec EML 201 electromagnetic log

Safety Equipment

2 x Fully enclosed davit launched life boats with a capacity of 80 persons STBD and 80 persons PORT.

6 x 25-man life rafts.

2 x SARTS

2 x EPIRB

Fore and Aft deck helicopter firefighting turrets with foam capability.

Meteorological

AIRMAR 220WX AWS (new fit) Aneroid barometer x
1 Digital barometer, PA 11 x 1
Anemometer (relative and true directions and speeds) – YOUNG Model 06206 Hygrometer recorder

Barograph (mechanical) x 1

Habitability

All officers and crew are housed in single quarter.

Vessel is air conditioned as well as heated for Antarctic conditions.
Passenger accommodation: 2 single berth cabins, 5 double berth cabins, 15 four berth cabins and 3 two berth/ four berth VIP cabins
Upper and lower passenger lounge Library
Video games available Full laundry facilities
Fresh water capacity is 213 tonnes supplemented by two 27 tonnes/ day fresh water generators when at sea.

Hospital with surgery facilities

Doctor may be carried (if capacity is 100 or more on board) Small gymnasium

Cargo Capacities and Cargo Handling Equipment

Three cargo hatches, Nos 1 and 2 with tween deck and lower hold and no 1 with upper and lower tween deck and lower hold.

Total dry cargo capacity:	Bale:	3687 m3
	Grain:	4072 m3
Refrigerated space:	:	111 m3
Cargo oil capacity:	:	491 m3/419 t

Julius Wolff and Co. 5 tonne travelling deck crane servicing all three hatches. O & K 25 tonne at 17 m luffing/slewing crane situated on focsle head.

1.5 tonne telescopic stores crane

Helicopter Support and Facilities

Enclosed hangar facilities for two PUMA size helicopters. Spare landing deck for helicopter on forward deck house. Ship controlled approached system for helicopter operations. Manual sprinkles system for hanger.
88 t Avcat bunker capacity Radar and GPS receivers fitted.
Radios: 1 HF SSB transceiver
2 VHF (AM) aeronautical transceiver, and 1 VHF (FM) marine band transceiver
X- Band transponders fitted to ship and aircraft

Laboratories

Bridge deck:

Training Bridge

Class Room (12 persons)

Laboratories on 02 deck:

Meteorological laboratory complex / Training Office G Lab – Spare laboratory / store room

Main Deck, forward group: Wet hydrological laboratory Lab Space
Main Deck, after group:

C14 laboratory Wet laboratory
Semi-wet laboratory Class Room (12 persons)

Scientific Working Areas

Helicopter flight deck and hangar, when available.

Enclosed poop deck space of 130 square metres with a 20 m2 wooden working deck served by a hydraulic A- frame with 5 and 12 T loading points, vertical sliding stern gate and Helideck hinged section.

On Board Scientific Systems

Winch counter for CTD

Other Features

Roll damping tank

Ice breaking heeling tank/pump system

Closed circuit television available to bridge from flight deck, hanger and scientific working Area on poop deck
One 2 x 40 hp 10-man SOLAS rescue boat

One 2 x 30 hp 6-man inflatable SOLAS work boat

CO_2 flooding system for machinery spaces and cargo holds Automatic water sprinkler system for accommodation spaces CO_2 smothering system for Avcat pump/storage space
Foam monitor cannons for flight deck and cargo deck helicopter operations Remote control fire retarding doors for accommodation space
Cross flooding system for damaged stability

CAPAC impressed current cathodic protection system

Communications

Radio and Satellite
Equipment GMDSS
Equipment <u>BRIDGE</u>
<u>Comms Console</u>
Sailor Compact VHF DSC Controller 6222 Sailor Compact Alarm unit BNWAS BR 500 Sailor Compact HF SSB N2165
Sailor HF SSB 600W PEP DC Supply N2170 Sailor HF SSB 600W PEP AC Supply N2171 Sailor

Loudspeaker H2074

Bridge Main Console

Sailor Compact VHF DSC Controller 6222

Bridge Chart Room

MARCONI Compact HF Telex/ DSC controller RM2151 Sailor Message Terminal – Radiotelex H2098B
Sailor Printer H1252 Sailor VDU 3602D
Compact Alarm Box H2184 Navtex - ICS Nav 5 Rx 2182 Auto alarm
Pains Wesses EPIRB 406\212.5 Mhz Inmarsat C Transceiver H2095B Inmarsat C Data Terminal DT4646E

Bridge – Wing Starboard

Kannad EPIRB 406\121.5 Mhz Radio Room
FURUNO Type FS-2575C, Serial No: 100070

Message Terminal Radiotelex H2095B

Sailor Printer H1252B

Sailor VDU 3602D
Sailor Compact HF SSB RE2100 Sailor Compact VHF Tx/Rx RT2047 Sailor Compact control unit H2180
Sailor HF SSB 600W PEP DEC Supply N2170 Sailor HF SSB 600W PEP AC Supply N2171 Sailor HF SSB 600W PEP Tx T2131

Lifeboat Port and Starboard
Tronsart 9 Ghz SART

Bridge A Lab

VHF handheld ICOM Tx/Rx x 3 (GMDSS)

Other Comms Equipment

Radio Room:

Sailor Main Receiver R1120 Marconi M3000 Main Receiver
Sailor INMARSAT TT-3084A CAPSAT Fleet 77 System with P.C & printer – Voice, Fax & Data

Bridge:
ICOM Aeronautical VHF Tx/Rx Motorola UHF Handhelds x 11 – A Lab

Echo Sounding Equipment

Furuno FCV 1100L multi-function colour sounder with flush mounted 28/50 kHz transducer Simrad EN 38 kHz echo sounder with IC displayed units

Winches

Mitsubishi electric windlass with two 5 tonne warping drums

Deep hydrographic winch with capacity of 5000 m of 9.5 mm diameter four-core conductor Cable. (± 4600m on drum)

Vertical plankton winch with capacity of 1000 m of 7 mm diameter four-core conductor Cable.
Lebus deepwater coring winch with capacity of 7 000 m of 12 mm diameter steel cable (7000m on drum)

Towing/ Mooring winch comprising two warping drums and two clutched towing drums, the Port drum with a capacity of 2500 m of 12 mm diameter ten-core conductor cable, and the Starboard drum with a capacity of 2500 m of 12.5 mm diameter steel wire rope.

1.3 SCOPE OF WORK

1.3.1 SAMSA intends to dispose the SA Agulhas (SAG) on an "*as is, where is*" basis and shall offer no warranty or guarantee as to the condition of the SAG.

1.3.2 The preferred bidder shall assume the responsibility for the assets from the date and time of transfer and shall bear all costs and risks associated with the assets thereafter.

1.3.3 The condition attached to this sale is that the vessel should continue with the provision of the following services;
- (a) training berths to be allocated to South African Cadets onboard fleet as per evaluation criteria,
- (b) percentage (%) share of South African Seafarers to be employed as per evaluation criteria,
- (c) Minimum purchase price be equal to or greater than the value of recycling of SAG,
- (d) Current SAG crew to be absorbed and retained by the Purchaser for a minimum of 12 -24 months (subject to fair labour process),
- (e) The vessel to remain registered on the South African Ship Register. The Memorandum of Understanding/ Sale Agreement will be monitored by Department of Transport (DOT).

1.3.4 The location of the asset is at Quay 500, Port of Cape Town

1.3.5 The preferred bidder shall have full responsibility and bear all risks and costs associated with the transfer, collection, dismantling, removal and transportation of the SAG from the location defined above and shall bear and pay all associated costs.

1.3.6 The preferred bidder shall collect the assets within **Two week** of the date of receipt by SAMSA of full payment for the assets**.**

1.3.7 The preferred bidder shall contact the official named in the Agreement, at SAMSA 's address as specified in the Agreement, to arrange a date and time for collection of the assets.

1.3.8 The preferred bidder shall sign a Handover Certificate, certifying receipts of the assets, at the time of transfer.

1.3.9 It is a requirement that Bidders & SAMSA officials involved on the procurement/disposal of SAG to observe the highest standard of ethics during disposal process and execution of such contracts.

1.3.10 In pursuit of the above, SAMSA may terminate a contract for disposal if it at any time determines that corrupt, fraudulent, collusive, or coercive practices were engaged in by representatives of SAMSA or Bidder during the disposal process or at the execution of that contract.

NB: The disposal of the SAG by the winning bidder cannot take place within 24 months of the

PART 4: PRICING MODEL

1.1 The preferred Bidder shall make payment to SAMSA of the full Contract Price, as defined in the Agreement, with two weeks of the date of signing the Agreement. SAMSA shall issue a receipt for the payment.
1.2 The Dedicated Account on which successful bidders shall be provided at the conclusion of the Agreement.
1.3 Payment shall be made by EFT and shall be considered to have been made on the date that it is credited to Samsa 's account.
1.4 SAMSA may terminate this contract if the preferred bidder has failed to pay the full Contract Price within one week of the due date for payment.

BID FORM/OFFER FORM

NAME OF THE BIDDER:____

BID NO: ____

DATE: ____

ITEM DESCRIPTION	**PRICE OFFERED**

Hereby I certify that I am offering the above price for the above asset that is being sold on the of where is as and in case of winning, I will pay the amount within 7 days of notification.

NB: Please ensure that you enter the above details fully. Forms with missing information will be waived.

Signature of the Bidder: __________________________________

PART 5. EVALUATION CRITERIA

1.1 LEGISLATIVE AND REGULATORY FRAMEWORK

1.1.1 The evaluation of bids received will be conducted with accordance with the prescripts of the Preferential Procurement Policy Framework Act 2000 (Act no.5 of 2000), its Regulations of 2022 and the evaluation criteria as stipulated in the specification/terms of reference and special conditions of contract.

1.2 PHASE 1: EVALUATION PROCESS AND CRITERIA

1.2.1 Phase one evaluation will include the following:

(i) Verify all declarations (SBD 4 – Declaration of interest);
(ii) Determine whether any Government official participated in the bidding process;
(iii) Verify whether all applicable forms have been signed;
(iv) Submission of the Tax certificate and the copy of the CSD;
(v) All bids will be evaluated in terms of functionality and preference point system which comprises of the following:

1.2.2 In addition to the above bidders are required to submit the following documents as reflected in this Bid document, which cover the following:
- Technical Proposal in line with the Technical Evaluation Criteria
- Financial/ Price Proposal

Note: Failure to comply with the requirements assessed in Level 1 (governance), may lead to disqualification of bids.

1.3. PHASE 2 – MANDATORY REQUIREMENT

Mandatory attendance at the Site Inspection and Briefing as per specified date and time

1.4 PHASE 3 - FUNCTIONALITY/TECHNICAL EVALUATION

In this phase all bids that met all the requirements in terms of the submitted proposal per the above set of mandatory requirements will be evaluated as follows:

Qualification Threshold – Bidders must achieve overall 75% as per the criteria for consideration to the next phase. Bidders who fail to comply with the set minimum threshold of 75% per the technical requirements will be eliminated.

Functional Criteria	Description	Scoring
Industry Development Plan: Interested parties must demonstrate by means of a detailed plan how the sale of the SAG will positively impact the Republic of South Africa (RSA)	Will the SAG remain under the SA Flag for minimum of five (5) years: Yes = 5 points No = 0 points Local Footprint:	Total Possible Points = 15

	Proof of local footprint by means of Company registration / MOU / SLA with SA Company. Comply = 5 points Not = 0 points --- Job Creation List proposed job creation as a result of vessel sale > 5 Jobs = 5 points < 5 jobs = 0 points	
Training and Development: Interested parties must demonstrate by means of a detailed plan how they are able to provide training and/or employment for SA Cadets on international trading vessels over a period of 5 years minimum. This training plan will form part of the SLA with SAMSA.	Number of Cadetship opportunities offered over a 5-year period: >= 76 Cadetships = 20 points 51 -75 Cadetships = 15 points 26 – 50 Cadetships = 10 points 11 – 25 Cadetships = 5 points < 10 Cadetships = 0 points	Total Possible Points = 20
Financial Viability: Interested parties must demonstrate by means of signed audited financial statements no older than 12 months.	Audited Financial Statements - 18 months or less =5 points Audited Financial Statements more than 18 months = 0 points Unaudited Financial Statements Liquidity >=1= 5 points <1= 0 points Contract Value <=10% =5 points >10% = 0 points Operating Surplus Ratio >=10% = 5 points <10% = 0 points	Total Possible Points = 20
Local Crew Content: Interested parties must confirm that they will absorb and retain the current layup crew.	> 75% SA Crew = 15 points 50 % – 75 % SA Crew = 10 points < 50 % SA Crew = 0 points	Total Possible Points = 15

Overall crew percentages should remain predominantly South African for a period of 5 years.		
Payment Plan: It is desirable that interested parties are able to pay the full purchase price upon successful tender.	100% payment on appointment = 15 points within 7 days of appointment Less than 100% payment on appointment = 0 points	Total Possible Points = 15 points
Handover terms: Interested parties must provide a plan indicating the timelines to take over ownership of the vessel. The shortest timeline is the most desirable.	Handover <= 14 days = 15 points Handover of 15 days to 28 days = 10 points Handover 29 days + = 0 points	Total Possible Points = 15 points
TOTAL		**100**

1.5 PHASE 4: EVALUATION CRITERIA IN TERMS OF THE PREFERENCIAL PROCUREMENT REGULATIONS 2022 (BELOW R50 MILLION).

1.5.1 The following preference point systems are applicable to invitations to bid:

- 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).

1.5.2 Either the 90/10 or 80/20 preference point system will be applicable in this bid. The lowest/ highest acceptable bid will be used to determine the accurate system once bids are received.

1.5.3 Points for this bid (even in the case of a bid for income-generating contracts) shall be awarded for:

(a) Price; and

(b) Specific Goals.

1.5.4 The preference point system application must not exceed 100 and must be applied as per below:

(i) The 80/20 preference system
(ii) The 90/10 preference system

The points scored by a tender in respect of the specific goals must be added to the points scored for price.

STANDARD BIDDING DOCUMENTS

PART A **SBD 1**

INVITATION TO BID

<table>
<tr><td colspan="6"></td></tr>
<tr><td>BID NUMBER:</td><td>SAMSA/060/2023/24</td><td>CLOSING DATE:</td><td>04 JULY 2023</td><td>CLOSING TIME:</td><td>11 H00 am</td></tr>
<tr><td>DESCRIPTION</td><td colspan="5">SOUTH AFRICAN MARITIME SAFETY AUTHORITY INVITE INTERESTED BIDDERS TO PROCURE SA AGULHAS VESSEL</td></tr>
<tr><td colspan="6">BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)</td></tr>
<tr><td colspan="6">SOUTH AFRICAN MARITIME SAFETY AUTHORITY</td></tr>
<tr><td colspan="6">146 LUNON ROAD</td></tr>
<tr><td colspan="6">CNR JAN SHOBA & LUNNON ROAD, HILLCREST</td></tr>
<tr><td colspan="6">HATFIELD, 0183</td></tr>
<tr><td colspan="3">BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</td><td colspan="3">TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</td></tr>
<tr><td>CONTACT PERSON</td><td colspan="5">IVOR MOTHOANE</td></tr>
<tr><td>TELEPHONE NUMBER</td><td colspan="5">012 366 2600</td></tr>
<tr><td>FACSIMILE NUMBER</td><td colspan="5">012 366 2601</td></tr>
<tr><td>E-MAIL ADDRESS</td><td colspan="5">imothoane@samsa.org.za</td></tr>
<tr><td colspan="6">SUPPLIER INFORMATION</td></tr>
<tr><td>NAME OF BIDDER</td><td colspan="5"></td></tr>
<tr><td>NAME OF CONTACT PERSON</td><td colspan="5"></td></tr>
<tr><td>POSTAL ADDRESS</td><td colspan="5"></td></tr>
<tr><td>STREET ADDRESS</td><td colspan="5"></td></tr>
<tr><td>TELEPHONE NUMBER</td><td>CODE</td><td></td><td>NUMBER</td><td colspan="2"></td></tr>
<tr><td>CELLPHONE NUMBER</td><td colspan="5"></td></tr>
<tr><td>FACSIMILE NUMBER</td><td>CODE</td><td></td><td>NUMBER</td><td colspan="2"></td></tr>
<tr><td>E-MAIL ADDRESS</td><td colspan="5"></td></tr>
<tr><td>VAT REGISTRATION NUMBER</td><td colspan="5"></td></tr>
<tr><td>SUPPLIER COMPLIANCE STATUS</td><td>TAX COMPLIANCE SYSTEM PIN:</td><td></td><td>OR</td><td>CENTRAL SUPPLIER DATABASE No:</td><td>MAAA</td></tr>
<tr><td>B-BBEE STATUS LEVEL VERIFICATION</td><td colspan="2">TICK APPLICABLE BOX]</td><td colspan="2">B-BBEE STATUS LEVEL SWORN AFFIDAVIT</td><td>[TICK APPLICABLE BOX]</td></tr>
</table>

CERTIFICATE	☐ Yes ☐ No		☐ Yes ☐ No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]			
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐Yes ☐No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR **THE GOODS /SERVICES /WORKS OFFERED?**	☐Yes ☐No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS			

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	☐ YES ☐ NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?	☐ YES ☐ NO
ES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	☐ YES ☐ NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	☐ YES ☐ NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	☐ YES ☐ NO

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.

PART B

TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.

1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED – (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**

1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

1.4. **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**

2. TAX COMPLIANCE REQUIREMENTS

2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.

2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.

2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.

2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.

2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.

2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER: ……………………………………………

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

DATE: ……………………………………………

SBD 4

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

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

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

Full Name	Identity Number	Name of State institution

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

2.2.1 If so, furnish particulars:

………

………

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

2.3.1 If so, furnish particulars:

………

………

………

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

3 DECLARATION

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

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

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

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

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

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

3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT. I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

..………………………………………………	……………………………………
Signature	**Date**
………………………………………………	……………………………………
Position	**Name of bidder**

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.

SBD 6.1

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

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

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

---

2 GENERAL CONDITIONS

2.5 The following preference point systems are applicable to invitations to bid:

- 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).

2.6 Either the 90/10 or 80/20 preference point system will be applicable in this bid. The lowest/ highest acceptable bid will be used to determine the accurate system once bids are received.

2.7 Points for this bid (even in the case of a bid for income-generating contracts) shall be awarded for:

(iii) Price; and

(iv) Specific Goals.

2.8 The preference point system application must not exceed 100 and must be applied as per below:

2.8.1 The 80/20 preference system:

The maximum points for this bid are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS**	20
Total points for Price and SPECIFIC GOALS	**100**

** Point allocation break down provide below

2.8.1.1 SPECIFIC GOALS: 80/20

SPECIFIC GOAL	**Points**
Goal 1: Historically Disadvantaged Individuals (14) a) who had no franchise in national elections before the 1983 and 1993 Constitutions b) who is a female c) who has a disability	 **7** **5** **2**
Goal 2: who is youth	**3**
Goal 3: Locality **(State Province)**	**3**
TOTAL	**20**

2.8.2 The 90/10 preference system:

The maximum points for this bid are allocated as follows:

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

** Point allocation break down provide below

2.8.2.1 SPECIFIC GOALS: 90/10

SPECIFIC GOAL	**Points**
Goal 1: Historically Disadvantaged Individuals (14) a) who had no franchise in national elections before the 1983 and 1993 Constitutions b) who is a female c) who has a disability	 **4** **2** **1**
Goal 2: who is youth	**1**
Goal 3: Locality **(State Province)**	**2**
TOTAL	**10**

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

2.10 SAMSA 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 SAMSA.

3 DEFINITIONS

(a) **"locality"** means the promotion of SMMEs located within the specific area;

(b) **"bid"** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive bidding process or any other method envisaged in legislation;

(c) **"price"** means an amount of money bided for goods or services, and includes all applicable taxes less all unconditional discounts;

(d) **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

(e) **"bid for income-generating contracts"** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between SAMSA and a third party that produces revenue for SAMSA, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and

(f) **"the Act"** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

4 FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

80/20 **or** **90/10**

$Ps = 80\left(1 - \frac{Pt-P}{P}\right)$ or $Ps = 90\left(1 - \frac{Pt-P}{P}\right)$

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

Pmin = Price of lowest acceptable bid

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

3.2.1. POINTS AWARDED FOR PRICE

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

80/20 **or** **90/10**

$Ps = 80\left(1 + \frac{Pt-P}{P}\right)$ or $Ps = 90\left(1 + \frac{Pt-P}{Pmax}\right)$

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

Pmax = Price of highest acceptable bid

4. POINTS AWARDED FOR SPECIFIC GOALS

4.1. Specific goals for the bid and points claimed are indicated per the table below.

4.1.1. EQUITY OWNERSHIP CLAIMED IN TERMS OF PARAGRAPH 1.4

	SPECIFIC GOAL	Percentage (%) owned	Points claimed (as per 1.4) (multiply % by the points allocated on 1.4)
HDI	Equity ownership **by persons who** had no franchise in the national elections		
	Equity ownership **by women**		
	Equity ownership **by disabled persons**		
	Equity ownership **by youth**		
	Locality	N/A	

5. DECLARATION WITH REGARD TO COMPANY/FIRM

5.1. Name of company/firm……………………………………………………………………….

5.2. Company registration number: …………………………………………………………...

5.3. Company/ firm physical address (for claiming locality points):

……
……………………………………………………………………………….

5.4. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

5.5. DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

……
……
……
………………………………………………………………………………………….

5.6. TOTAL NUMBER OF YEARS THE COMPANY/ FIRM HAS BEEN IN BUSINESS? ……………….

5.7. List of shareholder/s information to be used to calculate the points claimed in paragraph 4.3.

NAME	ID NUMBER	HDI** (**Yes / No)		Youth** (**Yes/ No)		% of company / firm owned
		No franchise prior to elections	Women	Disabled		

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

i) The information furnished is true and correct;

ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 4.1 and 5.6, the contractor may be required to furnish documentary proof to the satisfaction of SAMSA that the claims are correct;

iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, SAMSA 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 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

GENERAL CONDITIONS OF CONTRACT

1 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.

2 TABLE OF CLAUSES

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 anything 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 purchase 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 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 punless 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 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.

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

(ii) 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 antidumping 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 Limitation of liability

27. 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.

28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;

(a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing language

29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.

30. Applicable law

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

31. Notices

31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice

31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32. Taxes and duties

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

32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.

32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

33. National Industrial Participation (NIP) Programme

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

34.1 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.