



## forestry, fisheries & the environment

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

# INVITATION TO BID

## BID NUMBER: DFFE-T068 (21/22)

APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE HELICOPTER SUPPORT SERVICES WITH FULL CREW COMPLIMENT FOR MARION ISLAND, GOUGH ISLAND AND SANAE IV (ANTARCTICA) RESEARCH BASES FOR THE BRANCH: OCEAN AND COAST FOR A PERIOD OF FOUR (4) YEARS

**Contact persons:**

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Office Telephone No. 021 405 9482

E-mail: [ndevanunthan@dffe.gov.za](mailto:ndevanunthan@dffe.gov.za)

### NATIONAL TREASURY CENTRAL SUPPLIER DATABASE (CSD) REGISTRATION INFORMATION

| Bidder name | Registration number | Central Supplier Database (CSD number) |                                            |
|-------------|---------------------|----------------------------------------|--------------------------------------------|
|             |                     |                                        | Main contractor                            |
|             |                     |                                        |                                            |
|             |                     |                                        | Sub-contracted/<br>joint venture<br>comp 1 |
|             |                     |                                        | Sub-contracted/<br>joint venture<br>comp 2 |

### **CLOSING DATE OF THE BID: 25 FEBRUARY 2022 AT 11H00**

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

Date: **11 FEBRUARY 2022**

Time: **10h00**

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

## PART A INVITATION TO BID /

|                                                                                                                                                                                                                            |                                                                                                                                                                                                                                                    |               |                                                                          |                                                                                        |       |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|--------------------------------------------------------------------------|----------------------------------------------------------------------------------------|-------|
| <b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)</b>                                                                                                                           |                                                                                                                                                                                                                                                    |               |                                                                          |                                                                                        |       |
| BID NUMBER:                                                                                                                                                                                                                | DFFE-T068 (21/22)                                                                                                                                                                                                                                  | CLOSING DATE: | 25 FEBRUARY 2022                                                         | CLOSING TIME:                                                                          | 11:00 |
| DESCRIPTION                                                                                                                                                                                                                | <b>APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE HELICOPTER SUPPORT SERVICES WITH FULL CREW COMPLIMENT FOR MARION ISLAND, GOUGH ISLAND AND SANAE IV (ANTARCTICA) RESEARCH BASES FOR THE BRANCH: OCEAN AND COAST FOR A PERIOD OF FOUR (4) YEARS.</b> |               |                                                                          |                                                                                        |       |
| <b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)</b>                                                                                                                                 |                                                                                                                                                                                                                                                    |               |                                                                          |                                                                                        |       |
| Department of Forestry Fisheries and the Environment                                                                                                                                                                       |                                                                                                                                                                                                                                                    |               |                                                                          |                                                                                        |       |
| 63 Strand Street Cape Town                                                                                                                                                                                                 |                                                                                                                                                                                                                                                    |               |                                                                          |                                                                                        |       |
| <b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>                                                                                                                                                                      |                                                                                                                                                                                                                                                    |               | <b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>                           |                                                                                        |       |
| CONTACT PERSON                                                                                                                                                                                                             | Ms Ncumisa Mabece                                                                                                                                                                                                                                  |               | CONTACT PERSON                                                           | Mr N. Devanunthan                                                                      |       |
| TELEPHONE NUMBER                                                                                                                                                                                                           | 072 174 3480                                                                                                                                                                                                                                       |               | TELEPHONE NUMBER                                                         | 021 405 9482                                                                           |       |
| FACSIMILE NUMBER                                                                                                                                                                                                           | N/A                                                                                                                                                                                                                                                |               | FACSIMILE NUMBER                                                         | N/A                                                                                    |       |
| E-MAIL ADDRESS                                                                                                                                                                                                             | nmabece@dffe.gov.za/                                                                                                                                                                                                                               |               | E-MAIL ADDRESS                                                           | ndevanunthan@dffe.gov.za                                                               |       |
| <b>SUPPLIER INFORMATION</b>                                                                                                                                                                                                |                                                                                                                                                                                                                                                    |               |                                                                          |                                                                                        |       |
| 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]<br><br><input type="checkbox"/> Yes <input type="checkbox"/> No                                                                                                                                                               |               | B-BBEE STATUS LEVEL SWORN AFFIDAVIT                                      | [TICK APPLICABLE BOX]<br><br><input type="checkbox"/> Yes <input type="checkbox"/> No  |       |
| <b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>                                                      |                                                                                                                                                                                                                                                    |               |                                                                          |                                                                                        |       |
| ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?                                                                                                                              | <input type="checkbox"/> Yes <input type="checkbox"/> No<br>[IF YES ENCLOSE PROOF]                                                                                                                                                                 |               | ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED? | <input type="checkbox"/> Yes <input type="checkbox"/> No<br>[IF YES, ANSWER PART B:3 ] |       |
| <b>QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>                                                                                                                                                                          |                                                                                                                                                                                                                                                    |               |                                                                          |                                                                                        |       |
| IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?                                                                                                                                                            |                                                                                                                                                                                                                                                    |               |                                                                          | <input type="checkbox"/> YES <input type="checkbox"/> NO                               |       |
| DOES THE ENTITY HAVE A BRANCH IN THE RSA?                                                                                                                                                                                  |                                                                                                                                                                                                                                                    |               |                                                                          | <input type="checkbox"/> YES <input type="checkbox"/> NO                               |       |
| DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?                                                                                                                                                                 |                                                                                                                                                                                                                                                    |               |                                                                          | <input type="checkbox"/> YES <input type="checkbox"/> NO                               |       |
| DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?                                                                                                                                                                      |                                                                                                                                                                                                                                                    |               |                                                                          | <input type="checkbox"/> YES <input type="checkbox"/> NO                               |       |
| IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?                                                                                                                                                                  |                                                                                                                                                                                                                                                    |               |                                                                          | <input type="checkbox"/> YES <input type="checkbox"/> NO                               |       |
| <b>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.</b> |                                                                                                                                                                                                                                                    |               |                                                                          |                                                                                        |       |

## PART B TERMS AND CONDITIONS FOR BIDDING

|                                                                                                                                                                                                                                                |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>1. BID SUBMISSION:</b>                                                                                                                                                                                                                      |
| 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.                                                                                                                   |
| 1.2. <b>ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.</b>                                                                                                    |
| 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. <b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).</b>                                                                                                                                         |
| <b>2. TAX COMPLIANCE REQUIREMENTS</b>                                                                                                                                                                                                          |
| 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-T068 (21/22)      |
| CLOSING TIME 11h00    | CLOSING DATE: 25 FEBRUARY 2022 |

OFFER TO BE VALID FOR .....120.....DAYS FROM THE CLOSING DATE OF BID.

**DESCRIPTION: APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE HELICOPTER SUPPORT SERVICES WITH FULL CREW COMPLIMENT FOR MARION ISLAND, GOUGH ISLAND AND SANAE IV (ANTARCTICA) RESEARCH BASES FOR THE BRANCH: OCEAN AND COAST FOR A PERIOD OF FOUR (4) YEARS**

\*\*(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.....

R.....

R.....

R.....

..... days

..... days

..... days

..... 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.....

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

Name of Bidder: .....

- 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 Environment

**Contact Person: Ms Ncumisa Mabece**

**Tel: (012) 399 9019/ 9080/ 9047**

**E-mail: [nmabece@dffe.gov.za](mailto:nmabece@dffe.gov.za)**

Or for technical information –

**Name: Mr N. Devanunthan**

**Tel: 021 405 9482**

**E-Mail: [ndevanunthan@dffe.gov.za](mailto:ndevanunthan@dffe.gov.za)**

## SBD 4

## DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state<sup>1</sup>, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes an advertised competitive bid, a limited bid, a proposal or written price quotation). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-
  - the bidder is employed by the state; and/or
  - the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.
2. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**
  - 2.1 Full Name of bidder or his or her representative: .....
  - 2.2 Identity Number:.....
  - 2.3 Position occupied in the Company (director, trustee, shareholder<sup>2</sup>, member):  
.....
  - 2.4 Registration number of company, enterprise, close corporation, partnership agreement or trust:  
.....
  - 2.5 Tax Reference Number: .....
  - 2.6 VAT Registration Number: .....
  - 2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / PERSAL numbers must be indicated in paragraph 3 below.

<sup>1</sup>"State" means –

- (a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
- (b) any municipality or municipal entity;
- (c) provincial legislature;
- (d) national Assembly or the national Council of provinces; or
- (e) Parliament.

<sup>2</sup>"Shareholder" means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.

2.7 Are you or any person connected with the bidder presently employed by the state? **YES / NO**

2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member: .....

Name of state institution at which you or the person connected to the bidder is employed : .....

Position occupied in the state institution: .....

Any other particulars:

.....

.....

.....

2.7.2 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector? **YES / NO**

2.7.2.1 If yes, did you attach proof of such authority to the bid document? **YES / NO**

(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.

2.7.2.2 If no, furnish reasons for non-submission of such proof:

.....

.....

.....

2.8 Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months? **YES / NO**

2.8.1 If so, furnish particulars:

.....

.....

.....

2.9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

2.9.1 If so, furnish particulars.

.....

2.10 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid?

2.10.1 If so, furnish particulars.

2.11 Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are bidding for this contract?

**YES/NO**

2.11.1 If so, furnish particulars:

### 3 Full details of directors / trustees / members / shareholders.

[illegible]

**4 DECLARATION**

I, THE UNDERSIGNED (NAME).....

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT.  
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME SHOULD THIS  
DECLARATION PROVE TO BE FALSE.

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of bidder

November 2011

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

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

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

### 1. GENERAL CONDITIONS

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

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

1.2

a) The value of this bid is estimated to **exceed** R50 000 000 (all applicable taxes included) and therefore the **...90/10.....** 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     |
|----------------------------------------------------------|------------|
| <b>PRICE</b>                                             | <b>90</b>  |
| <b>B-BBEE STATUS LEVEL OF CONTRIBUTOR</b>                | <b>10</b>  |
| <b>Total points for Price and B-BBEE must not exceed</b> | <b>100</b> |

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;

### 3. POINTS AWARDED FOR PRICE

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

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

80/20

or

90/10

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

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

$P_{min}$  = Price of lowest acceptable bid

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

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

| B-BBEE Status Level of Contributor | Number of points (90/10 system) | Number of points (80/20 system) |
|------------------------------------|---------------------------------|---------------------------------|
| 1                                  | 10                              | 20                              |
| 2                                  | 9                               | 18                              |

|                           |   |    |
|---------------------------|---|----|
| 3                         | 6 | 14 |
| 4                         | 5 | 12 |
| 5                         | 4 | 8  |
| 6                         | 3 | 6  |
| 7                         | 2 | 4  |
| 8                         | 1 | 2  |
| Non-compliant contributor | 0 | 0  |

## 5. BID DECLARATION

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

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

6.1 B-BBEE Status Level of Contributor: . = .....(maximum of 10 or 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 | <input type="checkbox"/> | NO | <input type="checkbox"/> |
|-----|--------------------------|----|--------------------------|

7.1.1 If yes, indicate:

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

(Tick applicable box)

|     |                          |    |                          |
|-----|--------------------------|----|--------------------------|
| YES | <input type="checkbox"/> | NO | <input type="checkbox"/> |
|-----|--------------------------|----|--------------------------|

- 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 last 51% owned by:    | EME<br>√ | QSE<br>√ |
|-------------------------------------------------------------------|----------|----------|
| 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                            |          |          |
| <b>OR</b>                                                         |          |          |
| 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 .....

.....

.....

## DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Standard Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be disregarded if that bidder, or any of its directors have-
  - a. abused the institution's supply chain management system;
  - b. committed fraud or any other improper conduct in relation to such system; or
  - c. failed to perform on any previous contract.
- 4 **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

| Item  | Question                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | Yes                             | No                             |
|-------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------|--------------------------------|
| 4.1   | Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?<br><b>(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</b><br><br>The Database of Restricted Suppliers now resides on the National Treasury's website( <a href="http://www.treasury.gov.za">www.treasury.gov.za</a> ) and can be accessed by clicking on its link at the bottom of the home page. | Yes<br><input type="checkbox"/> | No<br><input type="checkbox"/> |
| 4.1.1 | If so, furnish particulars:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                 |                                |
| 4.2   | Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?<br><b>The Register for Tender Defaulters can be accessed on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</b>                                                                                                                                                                                                                                                                             | Yes<br><input type="checkbox"/> | No<br><input type="checkbox"/> |
| 4.2.1 | If so, furnish particulars:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                 |                                |
| 4.3   | Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | Yes<br><input type="checkbox"/> | No<br><input type="checkbox"/> |
| 4.3.1 | If so, furnish particulars:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                 |                                |
| 4.4   | Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | Yes<br><input type="checkbox"/> | No<br><input type="checkbox"/> |

|       |                             |
|-------|-----------------------------|
| 4.4.1 | If so, furnish particulars: |
|-------|-----------------------------|

**SBD 8**

### **CERTIFICATION**

**I, THE UNDERSIGNED (FULL NAME).....  
CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION  
FORM IS TRUE AND CORRECT.**

**I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT,  
ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION  
PROVE TO BE FALSE.**

.....  
**Signature**

.....  
**Date**

.....  
**Position**

.....  
**Name of Bidder**

Js365bW

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

- 1 This Standard Bidding Document (SBD) must form part of all bids<sup>1</sup> invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).<sup>2</sup> Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
  - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
  - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
- 4 This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

<sup>1</sup> Includes price quotations, advertised competitive bids, limited bids and proposals.

<sup>2</sup> Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid:

---

(Bid Number and Description)

in response to the invitation for the bid made by:

---

(Name of Institution)

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: \_\_\_\_\_ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
  - (a) has been requested to submit a bid in response to this bid invitation;
  - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
  - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

6. 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<sup>3</sup> will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - (a) prices;
  - (b) geographical area where product or service will be rendered (market allocation)
  - (c) methods, factors or formulas used to calculate prices;
  - (d) the intention or decision to submit or not to submit, a bid;
  - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
  - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. 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.

<sup>3</sup> 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.

10. 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.

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

Js914w 2



## forestry, fisheries & 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 PROVIDE HELICOPTER SUPPORT SERVICES WITH FULL CREW COMPLIMENT FOR MARION ISLAND, GOUGH ISLAND AND SANAE IV (ANTARCTICA) RESEARCH BASES FOR THE BRANCH: OCEAN AND COAST FOR A PERIOD OF FOUR (4) YEARS**

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## **1. PURPOSE**

The purpose of this Terms of Reference (ToR) is to enable the Department of Forestry, Fisheries and the Environment (DFFE) to appoint a suitable service provider to provide helicopter services with full crew complement to the DFFE, Branch: Oceans and Coasts for a period of four (4) years.

## **2. INTRODUCTION AND BACKGROUND**

- 2.1. The Department of Forestry, Fisheries and the Environment is responsible for the management of South Africa's participation in Antarctica (SANAE IV) and Sub-Antarctic (Marion and Gough) Island's logistics operations. Annual relief voyages are undertaken to these remote stations to conduct research, maintenance, replenish supplies (food, fuel, etc.) and the changeover of over-wintering expedition teams.
- 2.2. During these expeditions, offloading (from the ship), back loading of cargo and the transfer of passengers is performed by helicopters. These helicopters are accommodated on the ship throughout the voyage.
- 2.3. The helicopters operate in extreme weather conditions. In Antarctica, the helicopters are also used to carry out most passenger movement dispatching scientific field parties to areas not accessible over land. In this vast, hostile, and unpredictable environment, helicopters also play a crucial role for search and rescue purposes.
- 2.4. The helicopter support services invited through this bid will be rendered at Marion Island, Gough Island and Antarctica. The conditions at these sites are vastly different than conditions anywhere in South Africa and the Bidder should have a clear understanding of what is required and the conditions that prevail.

### **2.4.1. SPECIFIC CONDITIONS AT MARION ISLAND**

Marion Island is a volcanic island that forms part of South African territory and has Special Nature Reserve status. Marion is about 24 km x 16 km and rises to 1186m (highest peak) above sea level. Its position is 46°52'S and 37°51'E within the so-called "roaring forties". The weather is generally cold, cloudy and windy with only about 29% sunshine per year. The mean minimum and maximum temperatures are 2.8°C and 8.1°C respectively but temperatures as low as -4°C to -6°C occur frequently through the year. The annual rainfall is 2500mm; spread evenly throughout the year, with snow and ice mostly in winter.

The base at Marion is spread within 300 meters from the water's edge and is between 40m and 90m above sea level. Nearly all the cargo and personnel will be discharged by helicopter here. There are also 9 field huts spread around the island (one which is 800m above sea level). Limited cargo (generally one customized container per hut) and personnel are dispatched to the huts. Hazardous cargo (handy gas) is slung on top of

the containers and transported to the huts. Because of sensitive seal, penguin and birds breeding colonies, there are “no fly-over zones” on the island, which means that the shortest distance from the base to a particular hut may not be a straight line.

The provisions governing flights over the islands as recorded in the Prince Edward Island Management Plan (attached as Annexure A) must be always adhered to. Flying conditions change drastically over very short periods of times, from blue sky to rainy conditions to snowing, from calm to storms with 60 knot winds and exceeding gusts. Icing during flying is an ever-present factor and must be taken strongly into consideration during flight planning. Pilots must be experienced in flying in these type of weather conditions and must be able to analyse forecasts and plan the operations accordingly with “SAFETY” as a priority.

#### **2.4.2. SPECIFIC CONDITIONS AT GOUGH ISLAND**

Gough Island is a volcanic island with the geographic position 40°21’S and 09°52’W. It is roughly 7km x 3.5 km in size and oblong in shape with the highest peak rising to 910m above sea level. The average annual temperature is 11.5°C (some 6°C higher than Marion). On occasion a high of 15°C is reached with a minimum close to zero (and only on rare occasions will the temperature drop to 1 - 2°C below zero). Annual rainfall is about 3120mm and the Island is also in the gusty “roaring forties” with mean wind speed of 12kts per second.

The base at Gough is within 200m from the water edge. Height above sea level of the base is about 40m to 80m. Flying at Gough apart from discharging cargo and personnel from ship to base, is restricted to two other sites (generally one container per site). One of these is about 800m above sea level, while the other is close to sea level; it is on the opposite side of the island. The provisions governing flights over the islands as recorded in the Gough Island Management Plan (attached as Annexure B) must be always adhered to.

It may be necessary to fly a limited number of passenger and slinging flights to Tristan da Cunha Island. The conditions at Tristan da Cunha Island are like those at the Gough Island base. This is included in the number of hours and days presented in section F.

### **2.4.3. SPECIFIC CONDITIONS AT ANTARCTICA – SANAE IV**

South Africa's Antarctic base SANAE IV is approximately 250 km off the ice edge (shelf), built on a rocky outcrop (800m above sea level) named Vesleskarvet. This base is modern and sophisticated with excellent facilities for helicopter operations (huge hangers (5m height) with overhead cranes, large landing deck (18 by 20m), which allows landings from 3 directions.).

Antarctica is a continent of extremes (coldest, highest, windiest, etc.). Operational conditions here are far from ideal. Helicopters should be able to operate in temperatures of down to -30°C (absolute minimum for Antarctic Summer), winds of up to 40 knots with very low humidity and low visibility. Aircraft should therefore be suitably equipped (winterized with the necessary modifications and instrumentation) to operate safely in these conditions. All helicopters must be fitted with heaters for passenger flights.

## **3. OBJECTIVES OF THE PROPOSAL**

The objective of the service is to enable the Department to access necessary helicopter facilities and qualified crew to perform the logistics mandate for Antarctica and the sub-Antarctic Islands effectively and in a safe manner.

## **4. SCOPE AND EXTENT OF WORK**

During relief voyages to the Antarctica and the islands, offloading (from the ship), back loading of cargo and the transfer of passengers to and from the ship are performed by helicopters. The helicopters are loaded onboard the vessel in Cape Town and are available for use throughout the duration of the voyage.

- 4.1. Annually the "Antarctic voyage" normally starts in the beginning of December and lasts between 75 to 85 days and requires up to 120 hours of flying time.
- 4.2. The "Marion voyage" normally starts in the first week of April and lasts approximately 42 days and requires up to 50 hours of flying time.
- 4.3. The "Gough voyage" is planned to usually leave in the first week of September and lasts for approximately 36 days and requires up to 20 hours of flying time.
- 4.4. The helicopters will be expected to operate in very harsh conditions for example, extreme winds, snow, ice, low visibility, rough terrain, and imbalanced contrast.
- 4.5. The DFFE will provide Jet A1 fuel for use by the helicopters. However, the Bidder will supply empty 200 litre drums to store fuel for up to 20 hours flying time. The Bidder must prove that they are authorised to certify the filling of fuel in drums to ensure that the decanting of fuel is done safely.

- 4.6. The helicopters must be equipped with survival kits suitable for the applicable environment for each passenger and crew member.
- 4.7. At least one crew member must be accredited to oversee and certify the stropping and hooking of cargo, to ensure safe operations in compliance with Civil Aviation Authority (CAA) regulations.

**Please Note:** The abovementioned voyage duration, flight hours, and Departure/Return times may vary as weather and sea conditions dictate. The DFFE will only pay for the actual number of days and actual number of flight hours of each expedition.

#### **4.7.1. SCOPE OF SERVICES REQUIRED IN ANTARCTICA**

- I. Ice reconnaissance from ship in heavy pack-ice conditions to determine the easiest / safest passage through the ice.
- II. Coastline reconnaissance – to determine most suitable offloading site.
- III. Transporting (flying) up to approx. 80 personnel and sensitive equipment from the ship to the SANAE IV base ( $\pm 250\text{km}/135\text{nm}$ ) and back or Emergency Base ( $\pm 8\text{ km}$  from ice edge at Neumayer Station).
- IV. Offloading (and back-loading) cargo from ship onto the ice shelf up to 30m high.
- V. Dispatch field scientists / teams and their equipment to areas not accessible by any other means.
- VI. Sling snow mobiles, smaller sledges, and fuel drums over long distances.
- VII. Fly Technicians and equipment (e.g., long masts) to high peaks 2000m above sea level to maintain Antenna systems.
- VIII. Establish emergency depots (fuel, supplies, safety equipment, etc.) for SAR purposes.
- IX. Provide a SAR Service for DFFE and other operators in the Dronning Maud Land area of Antarctica.
- X. Fly personnel to and from other Antarctic bases as and when required.

#### **4.7.2. SCOPE OF SERVICES REQUIRED AT THE ISLANDS**

- I. The requirement at Marion Island is approximately 80 containers and 80 personnel within the quickest possible timeframe
- II. The requirement at Gough Island is approximately 30 containers and 40 personnel within the quickest possible timeframe.
- III. Containers must sometimes be positioned in confined spaces in predetermined marked locations as there is no other means at the Island for moving these containers once placed.

## **5. EXPECTED DELIVERABLE / OUTCOMES**

A summary of services required during the voyages which forms part of bid is as follows: Bidders are to take note and consider each point mentioned below.

### **5.1. Liaison and reporting requirements**

- I. Representation at mandatory management and contract performance review meetings in Cape Town
- II. Representation at voyage planning meetings, including cargo and post voyage meetings
- III. Pre-flight safety briefings are conducted
- IV. Submission of Detailed Captain's logs.
- V. Automated tracking reports;
- VI. Incidents and near miss reports for all flights undertaken.
- VII. Submission of Weekly reports;
- VIII. End of voyage reports;

### **5.2. Documents to be submitted two weeks before departure**

- I. The Crew list and certification of the Crew members
- II. Valid Passports of all crew, with expiry date of minimum six (6) months from scheduled return date of the voyage
- III. Up to date medical assessment of all Crew members.
- IV. Proof of helicopter airworthiness as confirmed by an Authorised Inspectorate.
- V. Proof of Valid medical evacuation insurance such as 'Save Our Soul' (SOS) International for all crew members with limitation of liability to guarantee safe transport to South Africa or any other place where advanced medical treatment can be administered.
- VI. Proof of licensing and registration for each helicopter at least one month before departure of the voyage.
- VII. Proof of custom clearance of all aircraft, spares, equipment etc.

### **5.3. Personnel and Equipment Deliverables**

- I. Provision of own transport for personnel and equipment to and from the location of the vessel in Cape Town including the necessary permits for flying in the port.
- II. The helicopters are appropriately equipped to operate safely under the harsh conditions in Antarctica.
- III. Availability of sufficient spares and necessary expertise to provide an uninterrupted service for the full duration of the voyage.

- IV. Ensure all aircraft and spares are loaded onboard the vessel and secured at least one (1) day prior to sailing and offloaded within one day after docking.
- V. Operators/crew with necessary deck borne cargo-slinging experience able to work on a moving platform.
- VI. Availability of hearing protection together with life vests for each passenger.
- VII. Availability of additional headsets for at least 2 passengers per helicopter and at least one helicopter is equipped with a mobile satellite communication equipment.
- VIII. The capacity (both aircraft and crew) to evacuate approximately 80 persons with minor luggage from SANAE IV to the ship / Emergency Base within a 24-hour period.
- IX. Availability of the necessary survival kit / equipment / rations for their own personnel.
- X. Availability of hooks, swivels and certified slings for cargo slinging as well as necessary tie-down strops and nets to secure internal cargo.

#### **5.4. Fuel handling and Refueling**

Bidder shall ensure that they provide the following:

- I. The necessary re-fueling equipment such as pumps, drip trays, fuel absorbent mats, etc. to refuel from 200 litre drums with necessary spill containment.
- II. Crew that are capable to refuel helicopters safely from ship's bulk fuel tanks.
- III. Sufficient empty, clean fuel drums to be filled and allow at least 20 hours of flying time.
- IV. Spill free filling on board the vessel and the necessary equipment to seal the drums after filling.
- V. Two (2) cradles which can take 9 drums in a single sling.

#### **5.5. General operational information**

- I. Helicopters and crew will be transported by ship from Cape Town to the respective research stations.
- II. Helicopter personnel will be subject to all the rules and regulations of the DFFE on the ship and at the bases and will fall under the supervision of the Departmental Coordinating Officer (DCO) for the duration of the voyage.
- III. The DCO will be the only designated official to authorise all flights. However, regarding the safety of the flight operation, the captain / commander takes full responsibility.
- IV. Helicopter operators/personnel report to the DCO (determine operations, e.g., operation times, sequence of task, passengers etc.)
- V. Most cargo is containerized; however, non-containerized items (e.g., long mast, gas cylinders, skidoos, etc.) must be cargo slung for considerable distances.

- VI. The containers are custom build for cargo slinging purposes (Dimensions: 2,2 meter long, 1,2 meter wide, 1,2-meter high, empty weight - 535 kg and loaded weight – not exceeding 1500 kg).
- VII. The Bidder will always be responsible for the safeguarding of their aircraft and equipment for the duration of the voyage (deck handling equipment, tie down chains, blade folding equipment, etc. on the ship and at the bases).
- VIII. The Team Leader who is responsible for a specific voyage must attend the relevant logistic, cargo as and when required.
- IX. During voyages, a written weekly report (every Monday) by the team leader must be submitted to the DCO as well the Director: Southern Oceans and Antarctic Support in a prescribed format.

**Due to the Helicopter Crew on standby for search and rescue purposes for the duration of the voyage they will not be permitted to consume any intoxicating substances.**

**5.6. The DFFE will provide the following:**

- I. Aviation fuel, Basic food and accommodation on the ship and the bases, Personal Protective Equipment (PPE) for each voyage (list of clothing available from DFFE and is to be handed back after each voyage).
- II. Strops, nets, containers for cargo slinging.
- III. Limited medical provision on board the Departmental vessel as well at the different base stations.

**5.7. After every voyage, the following documents must be submitted:**

- I. A comprehensive voyage report.
- II. All Captain's logs (including passenger manifest for the relevant flights).
- III. Weight and Balance sheet must be kept on record for the full duration of the contract (for inspection if so required).
- IV. In Antarctica and on Marion Island the helicopters will be based at the Island and for the Gough voyages they will be ship-based for the duration of the take-over periods.

**5.8. Crew Complement for Each Voyage**

- I. Crew comprising of between ten (10) and twelve (12) persons to be headed by an experienced team leader.
- II. Any change/s to the members of the crew for an up-coming voyage must be provided to the Department for approval four (4) weeks before departure with the current completed crew list.
- III. At least 1 pilot per helicopter must have experience in operating in high latitudes and from moving platforms (ships).

IV. Support functions can be combined but must not compromise the service to be rendered. Where the Bidder can utilise the same crew member for another function, this will be allowed on condition that the Department is informed and has granted written approval.

V. The composition of the crew / team is as follows:

- 1 x Team leader, 1 x Senior Captain, 1 x Line Captain
- 2 x First Officers
- 1 x Senior Engineer, 2 x Junior Engineers / crewmen
- 1 x Helicopter Landing Officer (HLO) / Safety officer
- 1 x Fireman, 1 x Refueler, 1 x Technical Assistant

## **6. PERIOD / DURATION OF PROJECT / ASSIGNMENT**

This Agreement shall endure for a period of four (4) years from the date of signature of a Memorandum of Agreement (MOA) by both parties.

## **7. COSTING / COMPREHENSIVE BUDGET**

- 7.1. Comprehensive budget (SBD 3.3 – Price Schedule Guidance) must be provided inclusive of all disbursement costs, expenses and VAT and must be priced in South African Rand (ZAR) inclusive of VAT.
- 7.2. Validity period is 120 days from the closing date of bid.
- 7.3. DFFE reserves the right to negotiate with one or more preferred Bidder (s) identified in the evaluation process, regarding any terms and conditions, including prices without offering the same opportunity to any other Bidder (s) who has not been awarded the status of the preferred Bidder (s).
- 7.4. The bid prices or unit rates in the pricing proposal shall be for the first year period determined from the tender base date and no change during this period will be allowed for escalation.
- 7.5. On every subsequent 12-month anniversary date of the Contract base date the pricing shall be adjusted by the twelve-month year on year Consumer Price Index (CPI) (as published in the monthly bulletin PO141. of Statistics South Africa under table B) and fixed at this value for the following 12-month period.
- 7.6. Appointment will be valid for a period of four years and it would be expected of the Bidder/s to fully execute all lawful instructions issued within the extent and the scope of the contract.
- 7.7. Only actual air borne (flying) time to be charged. This is done generally from wheels up to wheels down and counted in decimal points e.g., 0.1 hrs, 0.9hrs, 1.1 etc. However, if the operation requires waiting time in the field for loading, or if the aircraft cannot be shut down for operational reasons, (high altitude, cold weather operation, etc.) then this ground time is counted as flying time and may be billed.

- 7.8. All daily stand-by rates are determined from the day of departure to the three remote stations until the day of return.
- 7.9. The Bidder will need to insure against lost revenue because of unforeseen delays in the departure or arrival of the vessel due to circumstances beyond the control of the Department, e.g., covid-19, adverse weather conditions etc.

**NB: BIDDERS TO COMPLETE RATES ON THE BELOW TABLE**

| DETAILS                                                   | ANTARCTICA           | MARION ISLAND      | GOUGH ISLAND         |
|-----------------------------------------------------------|----------------------|--------------------|----------------------|
| Duration (round trip)                                     | 80 days (± 5 days)   | 42 days (± 3 days) | 36 days (± 3 days)   |
| Time of year                                              | December to February | April to May       | September to October |
| Helicopters required                                      | 2                    | 2                  | 2                    |
| Flying hours                                              | 120 (± 10 hours)     | 50 (± 5 hours)     | 20 (± 5 hours)       |
| Minimum passengers with hand luggage                      | 8                    | 8                  | 8                    |
| Cargo slinging capacity                                   | At least 1500kg      | At least 1500kg    | At least 1500kg      |
| <b>*****RATES TO BE COMPLETED BY BIDDER</b>               |                      |                    |                      |
|                                                           |                      |                    |                      |
| Daily flat Rate - Available on the vessel but not flying  |                      |                    |                      |
| Daily flat Rate - Available at the station but not flying |                      |                    |                      |
| Hourly Flying Rate                                        |                      |                    |                      |
| Any other costs                                           |                      |                    |                      |

**With reference to the flying hours and duration in days, the Department will only pay the actual number of days of the voyage and the actual hours flown at the relevant rates as agreed between the two parties. There could be occasions when the estimated times above are exceeded. In such cases the agreed rates will apply. All prices must be in South African Rands (ZAR) inclusive of VAT.**

**NB: Please ensure that costing is provided per helicopter as the DFFE reserves the right to reduce the number of helicopters required.**

## 8. EVALUATION CRITERIA

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

- Phase 1: Pre-Compliance / Initial Screening.
- Phase 2: Mandatory Requirements.
- Phase 3: Price and B-BBEE Preference Point System 90/10

### 8.2. PHASE 1: Pre-compliance or Initial Screening

8.2.1. During this phase bid documents will be reviewed to determine the compliance with SCM returnable, tax matters and whether Central Data Base (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.

8.2.2. The bid proposal will be screened for compliance with administrative requirements as indicated below and Bidders must circle the correct answer:

| Item No.                            | Administrative Requirements                                                                                                                    | Check/Compliance                                 | Non-submission may result in disqualification? |
|-------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------|------------------------------------------------|
| 1                                   | Master Bid Document                                                                                                                            | provided and bound                               | *YES                                           |
| 2                                   | 1 Copy of Bid Document                                                                                                                         | provided and bound                               | **NO                                           |
| <b>Included in the Bid Document</b> |                                                                                                                                                |                                                  |                                                |
| 3                                   | SCM - SBD 1 - Invitation to Bid                                                                                                                | Completed and signed                             | *YES                                           |
| 4                                   | SCM - SBD 2 - Tax Clearance Certificate Requirements                                                                                           | CSD registration number/SARS PIN                 | *YES                                           |
| 5                                   | SCM - SBD 2 - Tax Clearance Certificate Requirements                                                                                           | CSD summary report                               | **NO                                           |
| 6                                   | SCM - SBD 4 - Declaration of Interest                                                                                                          | Completed and signed                             | *YES                                           |
| 7                                   | SCM - SBD 6.1 - Preference Points Claim Form in terms of the Preferential Procurement Regulations 2017                                         | Completed and signed                             | **NO                                           |
| 8                                   | SCM - SBD 8 – Declaration of Bidder's Past Supply Chain Management Practices                                                                   | Completed and signed                             | *YES                                           |
| 9                                   | SCM - SBD 9 - Certificate of Independent Bid Determination                                                                                     | Completed and signed                             | *YES                                           |
| 10                                  | 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 | *YES                                           |

| Item No. | Administrative Requirements | Check/Compliance                                                                                                                          | Non-submission may result in disqualification? |
|----------|-----------------------------|-------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------|
| 11       | Company profile of Bidder   | Detailed document Company profile showcasing the bidder's capability, experience and track record in the Provision of Helicopter Services | *YES                                           |

**\*YES** – DFFE reserves the right to reject proposals that are not submitted in the prescribed format or where information presented is illegible or incomplete and will not be further evaluated for Specifications (Phase 2).

**\*\*NO** – DFFE reserves the right to request such information during the evaluation process of the proposal and such information must be presented within short notice.

### 8.3. PHASE 2: MANDATORY REQUIREMENTS

Bidder/s are required to indicate their compliance to the following requirements and must provide the necessary documentary evidence to substantiate their responses. It is the responsibility of each Bidder to ensure that the complete documents are submitted before closing date and time.

#### 8.3.1. MANDATORY DOCUMENTATION REQUIREMENTS:

**Table 8.3.1**

| # | REQUIREMENT (PROOF TO BE ATTACHED)                                                                                                                                                      | COMPLY: YES OR NO |
|---|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|
| 1 | Submit <b>certified copies of valid Operator's licence</b> issued by South African Civil Aviation Authority (SACAA).                                                                    |                   |
| 2 | To submit <b>certified copies of valid Approved Maintenance Organisation (AMO) certification</b> .                                                                                      |                   |
| 3 | Demonstrate through the submission of <b>a copy of a video demonstration showcasing the experience and competency</b> of the <u>bidder</u> in rendering of helicopter support services. |                   |
| 4 | Letter of Intent to be submitted by all bidders that they confirm they will acquire <b>a third-party insurance</b> with liability of US\$ 300,000,000 should they be awarded this bid.  |                   |

***All Bidders achieving "NO" in any part of the specifications tables 8.3.1, 8.3.2, 8.3.3 and 8.3.4 will be disqualified and will NOT be evaluated further on Preference Point System (90/10)***

### 8.3.2. MANDATORY OPERATIONAL REQUIREMENTS:

Table 8.3.2

| NO. | DESCRIPTION                                                                                                 | YES | NO |
|-----|-------------------------------------------------------------------------------------------------------------|-----|----|
| #   | <b><i>All requirements must be complied with and submit documentary evidence with the bid</i></b>           |     |    |
| 1   | Experience in deck borne cargo-slinging. <b>A copy of a video demonstration.</b>                            |     |    |
| 2   | Experience in off and backloading from fore and aft deck of ship <b>A copy of a video demonstration.</b>    |     |    |
| 3   | Experience in landing and taking-off from a moving platform (ship), <b>A copy of a video demonstration.</b> |     |    |

### 8.3.3. MANDATORY HELICOPTER REQUIREMENTS / SPECIFICATIONS

Table 8.3.3

| NO. | DESCRIPTION                                                                                                                                                 | YES | NO |
|-----|-------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|----|
| #   | <b>All requirements must be complied with and submit documentary evidence with the Bid</b>                                                                  |     |    |
| 1   | Both Medium Sized Twin Engine helicopters equipped for all weather operations.<br><b>To provide helicopter manufacturer's specification.</b>                |     |    |
| 2   | Minimum lifting (cargo slinging) capacity of 1500 Kg with a minimum of 1 hour flying time. <b>To provide helicopter manufacturer's specification.</b>       |     |    |
| 3   | Passenger capacity – up to 8 adults with limited luggage in size and weight, (±10kg) per person. <b>To provide helicopter manufacturer's specification.</b> |     |    |
| 4   | Flying range – 600km (324nm), no reserves. <b>To provide helicopter manufacturer's specification.</b>                                                       |     |    |
| 5   | Ferry tanks to increase the range of flying to a total of 950km. <b>To provide helicopter manufacturer's specification.</b>                                 |     |    |
| 6   | Equipped with flotation gear to fly over open water for up to 55km. <b>To provide helicopter manufacturer's specification.</b>                              |     |    |
| 7   | Hoisting capability for SAR operation of 30m and 300kg.<br><b>To provide helicopter manufacturer's specification.</b>                                       |     |    |
| 8   | <b>Proof of tracking system, installation and the feature list must be provided.</b>                                                                        |     |    |

| NO. | DESCRIPTION                                                                                                                                 | YES | NO |
|-----|---------------------------------------------------------------------------------------------------------------------------------------------|-----|----|
| #   | <b>All requirements must be complied with and submit documentary evidence with the Bid</b>                                                  |     |    |
| 9   | <b>Provide helicopter onboard communication equipment specification.</b>                                                                    |     |    |
| 10  | At least one aircraft with Emergency Medical Service Rack.<br><b>To provide manufacturer's specification.</b>                               |     |    |
| 11  | Helicopter registration in South Africa under a "ZS-Registration". <b>To provide copy of registration document or proof of application.</b> |     |    |

#### 8.3.4. MANDATORY CREW REQUIREMENTS

Table 8.3.4

| NO.                                                | DESCRIPTION                                                                                                   | YES | NO |
|----------------------------------------------------|---------------------------------------------------------------------------------------------------------------|-----|----|
|                                                    | <b>All requirements must be complied and proof must be provided for each crew member indicated below.</b>     |     |    |
| 1x Team Leader                                     | <b>Comprehensive CV with copies of <u>valid</u> Aviation certificates / licences</b>                          |     |    |
| 1x Senior Captain                                  | <b>Comprehensive CV with copies of <u>valid</u> Aviation certificates / licences</b>                          |     |    |
| 1x Line Captain                                    | <b>Comprehensive CV with copies of <u>valid</u> Aviation certificates / licences</b>                          |     |    |
| 2x First Officer                                   | <b>Comprehensive CV with copies of <u>valid</u> Aviation certificates / licences</b>                          |     |    |
| 1x Senior Engineer                                 | <b>Comprehensive CV with copies of <u>valid</u> Aviation Engineering certificates / licences</b>              |     |    |
| 2x Junior Engineer /Crewman                        | <b>Comprehensive CV with copies of <u>valid</u> Aviation Engineering certificates / licences</b>              |     |    |
| 1x Helicopter Landing Officer (HLO)/Safety Officer | <b>Comprehensive CV with copies of valid Helideck Operations / Emergency Response certificates / licences</b> |     |    |
| 1 x Fireman                                        | <b>Comprehensive CV with copies of <u>valid</u> firefighting certificates / licences</b>                      |     |    |

#### 8.4. PHASE 3: PREFERENCE POINT SYSTEM 90/10

8.4.1. Preference point system applicable for this bid is

|       |     |
|-------|-----|
| 90:10 | YES |
|-------|-----|

8.4.2. Subject to sub-regulation 6(2) and /or 7(2), points will be awarded to a tenderer for attaining B-BBEE status level contributor in accordance with the table below:

| B-BBEE Status Level of Contributor | Number of Points<br>(90/10 system) |
|------------------------------------|------------------------------------|
| 1                                  | 10                                 |
| 2                                  | 9                                  |
| 3                                  | 6                                  |
| 4                                  | 5                                  |
| 5                                  | 4                                  |
| 6                                  | 3                                  |
| 7                                  | 2                                  |
| 8                                  | 1                                  |
| Non-compliant contributor          | 0                                  |

8.4.1 The points scored by a tenderer in respect of the level of BBBEE contribution contemplated in sub regulation 7(2) must be added to the points scored for price as calculated in accordance with sub regulation 7(1) respectively

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

8.4.3 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

#### 8.5 Requirements for B-BBEE

**8.5.1** Bidders are requested to submit valid B-BBEE Status Level Verification Certificate issued by SANAS Accredited Verification Agency; or B-BBEE Certificate issued by CIPC or Sworn Affidavit commissioned by Commissioner of Oaths together with their bids, to substantiate their B-BBEE rating claims. 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.

**8.5.2** 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.

**8.5.3** They will score points out of 90 for price only and zero (0) points out of 10 for B-BBEE. The points scored by a Bidder for B-BBEE contribution must be added to the points scored for price and should be rounded off to the nearest two decimal places.

**8.5.4** A Bidder will not be awarded the points claimed for B-BBEE status level of contribution if it is indicated in the bid documents that such a Bidder intends subcontracting more than twenty-five (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.

**8.5.3** The contract will be awarded to the Bidder scoring the highest points.

## **9. BID SUBMISSION REQUIREMENTS**

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

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

9.1.2 Standard bidding documents (SBD1, 2, 3.3, 4, 6.1, 8 and 9).

9.1.3 Copy of Company Profile Document

9.1.4 Copy of Video Demonstration showcasing the capabilities of the bidder

9.1.5 Comprehensive CVs with copied of valid certificates

9.1.6 Helicopter Manufacturers specifications and all other information to prove compliance with evaluation criteria.

9.1.7 Tax compliance status requirements and/ or Central Supplier Database (CSD) number or CSD report.

9.1.8 Letter of Authority to sign documents on behalf of the company.

## **10. SPECIAL CONDITIONS OF CONTRACT**

10.1. On appointment, the performance measures for the delivery of the helicopter services for the three (3) research bases will be closely monitored by DFFE.

10.2. DFFE will not be held responsible for any costs incurred by the service providers in the preparation, presentation and submission of the proposal.

10.3. The cost of landing the Helicopters and Crew in Cape Town will be for the Bidder.

- 10.4. The Bidder will be required to arrange the necessary permissions with the relevant authorities to access for the entering and exiting the Port.
- 10.5. The Project Manager shall do the ongoing management of the Service agreement.
- 10.6. 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.
- 10.7. The proposals should be submitted with all required information containing technical information.
- 10.8. Service Providers are requested to submit any of the following documents as proof of B-BBEE Status level of contributor:
- 10.8.1 B-BBEE status level Certificate issued by a Verification Agency accredited by SANAS.
- 10.8.2 A Sworn Affidavit as prescribed by the B-BBEE Codes of Good Practice.
- 10.8.3 B-BBEE certificate issued by the Companies and Intellectual Property Commission.
- 10.9. 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.
- 10.10. 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.
- 10.11. 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.
- 10.12. Poor or non-performance by the bidder will result in cancellation of contract

## **11. SUB-CONTRACTING CONDITIONS/ REQUIREMENTS**

- 11.1. 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.
- 11.2. In relation to a designated sector, a contractor will not be allowed to subcontract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 11.3. 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.

- 11.4. The contractor is not allowed to sub-contract 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.

## **12. PAYMENT TERMS**

- 12.1. 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.
- 12.2. An official order will be issued by the Department for the estimated cost prior to the departure. Any additional hours and days (over and above) the agreed order must be approved by the delegated authority.
- 12.3. Only invoices with the relevant documentation (voyage report), signed off flight hours, etc.) will be processed by the Department. Invoices will be paid within 30 days of receipt of such.
- 12.4. A Penalty of up to 5% of the bid price may be levied in case of defaults or non-compliance by the Bidder.

## **13. TECHNICAL ENQUIRIES**

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

Name: Mr N. Devanunthan  
Tel: 021 405 9482  
E-Mail: ndevanunthan@dffe.gov.za

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

# **THE NATIONAL TREASURY**

**Republic of South Africa**



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## **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
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17. Prices
18. Contract amendments
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20. Subcontracts
21. Delays in the supplier's performance
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27. Settlement of disputes
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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](http://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.

- |                                                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|-------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>16. Payment</b>                              | <p>16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.</p> <p>16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.</p> <p>16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.</p> <p>16.4 Payment will be made in Rand unless otherwise stipulated in SCC.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| <b>17. Prices</b>                               | <p>17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| <b>18. Contract amendments</b>                  | <p>18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| <b>19. Assignment</b>                           | <p>19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| <b>20. Subcontracts</b>                         | <p>20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| <b>21. Delays in the supplier's performance</b> | <p>21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.</p> <p>21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.</p> <p>21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.</p> <p>21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the</p> |

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

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

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

## **22. Penalties**

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

## **23. Termination for default**

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

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

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

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

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

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

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

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

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

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

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

#### **24. Anti-dumping and countervailing duties and rights**

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

may be due to him

**25. Force Majeure**

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

**26. Termination for insolvency**

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

**27. Settlement of Disputes**

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

**28. Limitation of liability**

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

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

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



# DEPARTMENT OF ENVIRONMENTAL AFFAIRS

## BAS ENTITY MAINTENANCE FORM

### Head Office Only

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

### The Director General

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

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

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

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

**Please ensure information is validate as per required bank screens .**

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

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

### Company / Personal Details

Registered Name

Trading Name

Tax Number

VAT Number

Title:

Initials:

Full Names

Surname

Persal Number

### Address Detail

Address

( Compulsory if Supplier )

Physical

Postal

Postal Code

### New Detail

☐ New Supplier information ☐ Update Supplier information

Supplier Type:

☐ Individual  
☐ Company  
☐ CC

☐ Department  
☐ Trust  
☐ Other ( Specify )

☐ Partnership

\_\_\_\_\_

Department Number

\_\_\_\_

|                                                                                                                     |
|---------------------------------------------------------------------------------------------------------------------|
| Supplier Account Details (To be <i>Verified by the bank, please attach bank letter or 3 months bank statement</i> ) |
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(Please note that this account MUST be in the name of the supplier. No 3rd party payments allowed).

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

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Other (Please Specify)

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

Bank Stamp

| Supplier Contact Details  |  |
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| Supplier Name             |  |
| Supplier Address          |  |
| Supplier Phone            |  |
| Supplier Email            |  |
| Supplier Website          |  |
| Supplier Tax ID           |  |
| Supplier VAT No.          |  |
| Supplier Bank Name        |  |
| Supplier Bank Account No. |  |
| Supplier Bank Branch      |  |
| Supplier Bank SWIFT Code  |  |
| Supplier Bank IBAN        |  |
| Supplier Bank BIC         |  |
| Supplier Bank Address     |  |
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| Print Name         |  |   |  |  |   |  |  |  |  |
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**NB: All relevant fields must be completed**