



## forestry, fisheries & the environment

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

# INVITATION TO BID

## BID NUMBER: DFFE-T029 (21/22)

THE SUPPLY, DELIVERY AND OFF LOADING OF PERSONAL PROTECTIVE EQUIPMENT OR GEAR TO BE USED BY OVERWINTERING AND RELIEF PERSONNEL UNDERTAKING EXPEDITIONS AT SANAE (ANTARCTICA), GOUGH AND MARION ISLAND AT LEAST FOUR (4) TIMES A YEAR, FOR A PERIOD OF THREE (3) YEARS.

**Contact persons:**

**Name:** Mr Nishendra Devanunthan

**Office Telephone No.** (021) 405-9430

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

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

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

**CLOSING DATE OF THE BID: 10 September 2021 AT 11H00**

## PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	DFFE-T029(21-22)	CLOSING DATE:	10 SEPTEMBER 2021	CLOSING TIME:	11:00
DESCRIPTION	THE SUPPLY, DELIVERY AND OFF LOADING OF PERSONAL PROTECTIVE EQUIPMENT OR GEAR TO BE USED BY OVERWINTERING AND RELIEF PERSONNEL UNDERTAKING EXPEDITIONS AT SANAE (ANTARCTICA), GOUGH AND MARION ISLAND AT LEAST FOUR (4) TIMES A YEAR, FOR A PERIOD OF THREE (3) YEARS.				
<b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)</b>					
Department of Environmental Affairs; The Environment House,					
473 Steve Biko Road; Cnr Soutpansberg and Steve Biko Road, Arcadia Pretoria /Tshwane					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>			<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>		
CONTACT PERSON	Mr Jacques Steyn or Ms Ncumisa Mabece		CONTACT PERSON	Mr Nishendra Devanunthan	
TELEPHONE NUMBER	012 399 9019		TELEPHONE NUMBER	(021) 405-9430	
FACSIMILE NUMBER	N/A		FACSIMILE NUMBER	N/A	
E-MAIL ADDRESS	JSteyn@environment.gov.za/ <a href="mailto:nmabece@environment.gov.za">nmabece@environment.gov.za</a>		E-MAIL ADDRESS	<a href="mailto:ndevanunthan@environment.gov.za">ndevanunthan@environment.gov.za</a>	
<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] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] <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 [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [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	
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

**PART B  
TERMS AND CONDITIONS FOR BIDDING**

<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 – FIRM PRICES  
(PURCHASES)**

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

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

Name of bidder.....	Bid number DFFE-T029(21-22)
Closing Time 11:00	Closing date: 10 SEPTEMBER 2021

**DESCRIPTION: THE SUPPLY, DELIVERY AND OFF LOADING OF PERSONAL PROTECTIVE EQUIPMENT OR GEAR TO BE USED BY OVERWINTERING AND RELIEF PERSONNEL UNDERTAKING EXPEDITIONS AT SANAE (ANTARCTICA), GOUGH AND MARION ISLAND AT LEAST FOUR (4) TIMES A YEAR, FOR A PERIOD OF THREE (3) YEARS.**

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

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY ** (ALL APPLICABLE TAXES INCLUDED)
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- Required by: .....

- At: .....

- Brand and model .....

- Country of origin .....

- Does the offer comply with the specification(s)? \*YES/NO

- If not to specification, indicate deviation(s) .....

- Period required for delivery .....

\*Delivery: Firm/not firm

- Delivery basis .....

Note: All delivery costs must be included in the bid price, for delivery at the prescribed destination.

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

\*Delete if not applicable

## 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.

.....



**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 not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable; or

1.3 Points for this bid shall be awarded for:

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

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

	<b>POINTS</b>
<b>PRICE</b>	80
<b>B-BBEE STATUS LEVEL OF CONTRIBUTOR</b>	20
<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.



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

## 5. BID DECLARATION

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

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

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

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

## 7. SUB-CONTRACTING

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

(*Tick applicable box*)

YES	<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 least 51% owned by:	EME √	QSE √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		

Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
<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 CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

This Standard Bidding Document (SBD) must form part of all bids invited. It contains general information and serves as a declaration form for local content (local production and local content are used interchangeably).

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2017, the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

### 1. General Conditions

- 1.1. Preferential Procurement Regulations, 2017 (Regulation 8) make provision for the promotion of local production and content.
- 1.2. Regulation 8.(2) prescribes that in the case of designated sectors, organs of state must advertise such tenders with the specific bidding condition that only locally produced or manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for tenders referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

$$LC = [1 - x / y] * 100$$

Where

- x is the imported content in Rand  
y is the bid price in Rand excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) at 12:00 on the date of advertisement of the bid as indicated in paragraph 4.1 below.

**The SABS approved technical specification number SATS 1286:2011 is accessible on [http://www.thedti.gov.za/industrial\\_development/ip.jsp](http://www.thedti.gov.za/industrial_development/ip.jsp) at no cost.**

- 1.6. A bid may be disqualified if this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation;
2. **The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:**

<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>
_____	_____ %
_____	_____ %
_____	_____ %

3. Does any portion of the goods or services offered have any imported content?  
(Tick applicable box)

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

- 3.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by SARB for the specific currency at 12:00 on the date of advertisement of the bid.

The relevant rates of exchange information is accessible on [www.reservebank.co.za](http://www.reservebank.co.za)

Indicate the rate(s) of exchange against the appropriate currency in the table below (refer to Annex A of SATS 1286:2011):

<b>Currency</b>	<b>Rates of exchange</b>
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

NB: Bidders must submit proof of the SARB rate (s) of exchange used.

4. Where, after the award of a bid, challenges are experienced in meeting the stipulated minimum threshold for local content the dti must be informed accordingly in order for the dti to verify and in consultation with the AO/AA provide directives in this regard.

**LOCAL CONTENT DECLARATION**  
**(REFER TO ANNEX B OF SATS 1286:2011)**

<p><b>LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL)</b></p> <p><b>IN RESPECT OF BID NO. ....</b></p> <p><b>ISSUED BY:</b> (Procurement Authority / Name of Institution): .....</p>
---

NB

- 1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.
- 2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on [http://www.thdti.gov.za/industrial\\_development/ip.jsp](http://www.thdti.gov.za/industrial_development/ip.jsp). Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

I, the undersigned, ..... (full names),  
do hereby declare, in my capacity as .....  
of .....(name of bidder  
entity), the following:

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that:
  - (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
- (c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

Bid price, excluding VAT (y)	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	
Local content %, as calculated in terms of SATS 1286:2011	

**If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above. The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E.**

- (d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.
- (e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 14 of the Preferential Procurement Regulations, 2017 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5



of 2000).

**SIGNATURE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**WITNESS No. 1** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**WITNESS No. 2** \_\_\_\_\_

**DATE:** \_\_\_\_\_

## Annex C

### Local Content Declaration - Summary Schedule

(C1)	Tender No.			
(C2)	Tender description:			
(C3)	Designated product(s)			
(C4)	Tender Authority:			
(C5)	Tendering Entity name:			
(C6)	Tender Exchange Rate:	Pula	EU	GBP
(C7)	Specified local content %			

**Note:** VAT to be excluded from all calculations

Calculation of local content							
Tender item no's	List of items	Tender price - each (excl VAT)	Exempted imported value	Tender value net of exempted imported content	Imported value	Local value	Local content % (per item)
(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)

Tender summary			
Tender Qty	Total tender value	Total exempted imported content	Total Imported content
(C16)	(C17)	(C18)	(C19)

Signature of tenderer from Annex B

Date: \_\_\_\_\_

(C20) Total tender value	
(C21) Total Exempt imported content	
(C22) Total Tender value net of exempt imported content	
(C23) Total Imported content	
(C24) Total local content	
(C25) Average local content % of tender	



## Annex E

### Local Content Declaration - Supporting Schedule to Annex C

(E1)	Tender No.	<input style="width: 95%;" type="text"/>
(E2)	Tender description:	<input style="width: 95%;" type="text"/>
(E3)	Designated products:	<input style="width: 95%;" type="text"/>
(E4)	Tender Authority:	<input style="width: 95%;" type="text"/>
(E5)	Tendering Entity name:	<input style="width: 95%;" type="text"/>

**Note:** VAT to be excluded from all calculations

Local Products (Goods, Services and Works)	Description of items purchased	Local suppliers	Value
	(E6)	(E7)	(E8)
(E9) Total local products (Goods, Services and Works)			<input style="width: 95%;" type="text"/>

(E10)	<b>Manpower costs</b>	(Tenderer's manpower cost)	<input style="width: 95%;" type="text"/>
(E11)	<b>Factory overheads</b>	(Rental, depreciation & amortisation, utility costs, consumables etc.)	<input style="width: 95%;" type="text"/>
(E12)	<b>Administration overheads and mark-up</b>	(Marketing, insurance, financing, interest etc.)	<input style="width: 95%;" type="text"/>
(E13) Total local content			<input style="width: 95%;" type="text"/>

**This total must correspond with Annex C - C24**

Signature of tenderer from Annex B \_\_\_\_\_

Date: \_\_\_\_\_

## 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	<p>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?</p> <p><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></p> <p>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.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	<p>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)?</p> <p><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></p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	<p>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?</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	<p>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?</p>	Yes <input type="checkbox"/>	No <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 SUPPLY, DELIVERY AND OFF LOADING OF PERSONAL PROTECTIVE EQUIPMENT OR GEAR TO BE USED BY OVERWINTERING AND RELIEF PERSONNEL UNDERTAKING EXPEDITIONS AT SANAE (ANTARCTICA), GOUGH AND MARION ISLAND AT LEAST FOUR (4) TIMES A YEAR, FOR A PERIOD OF THREE (3) YEARS**

ITEM NUMBER	TABLE OF CONTENTS	PAGE
1	Purpose	3
2	Introduction and Background	3
3	Objectives of the proposal	3
4	Scope and extend of work	3-9
5	Delivery and Quantities	9
6	Period/Duration of project/assignment	9
7	Costing/Comprehensive budget	9-10
8	Evaluation Method	10-14
9	Bid submission requirements	14-15
10	Special Conditions of Contract	15-16
11	Subcontracting conditions/ requirements	16-17
12	Payment terms	17
13	Technical Enquiries	17

## **1. PURPOSE**

- 1.1. The purpose is to invite potential bidder/s to submit proposal for the supply, delivery and offloading at DFFE East Pier Shed V&A Waterfront, the Personal Protective Equipment (PPE) that will be used by overwintering and relief personnel undertaking expeditions at SANAE (Antarctica), Gough and Marion Island. The contract will be for a duration of three (3) years.

## **2. INTRODUCTION AND BACKGROUND**

- 2.1. The Department of Forestry, Fisheries and the Environment (DFFE) is responsible to provide personal protective gear for participants of expeditions undertaken at Antarctica, Gough and Marion Islands. The participants working in these environments are required to use personal protective gear. Due to the nature of the work and risk exposure, specialized protective gear is required. For example, the participants work in extremely hazardous conditions which poses serious risk to their health and safety. These conditions may include temperatures below -20 degrees, high speed winds and predominantly wet conditions.
- 2.2. DFFE seeks to contract a suitable qualified supplier who supplies PPE that will meet the minimum standards for World Health Organisation (WHO), South Africa Bureau of Standards (SABS), South African National Standards (SANS) and any applicable regulatory standards for suppliers.
- 2.3. The bidders must demonstrate their ability to fulfil the requirements in the Terms of Reference (ToR) and must have a proven track record to meet the requirements. DFFE reserves the right to conduct supplier due diligence prior to final award or at any time during the contract period.

## **3. OBJECTIVES**

- 3.1. The overall objective of this project is for the supply, delivery and offloading of personal protective equipment as and when required (at least 4 times a year) to participants on relief and overwintering expeditions in Antarctica, Gough and Marion Island.

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

- 4.1. The DFFE is responsible for supplying personal protective equipment to participants undertaking relief and overwintering voyages at the three remote stations namely (1) Antarctica, Gough and Marion Island. These stations are situated in the south Indian, South Atlantic and Antarctica where the climatic conditions are extremely cold and wet thus requiring specialized type of gear to keep the users safe and warm.
- 4.2. Where specific specifications and/or standard are applicable on materials and supplies, the quality of the products shall not be less than the requirements of the latest edition of such specification and/or standards. As such, the bidder will be required to stick to the specifications provided thereof.

4.3. All items shall comply with the South African National Standards (SANS) and the specification indicated below:

ITEM	SPECIFICATION	COLOUR
<b>GLOVES</b>		
1. Gloves woolen/thermal	<ul style="list-style-type: none"> <li>Wrist length fleece type glove made up of 100% polyester material with thinsulate lining and gel gripper on palm</li> </ul> <b>Sizes: S, M, L, XL and XXL</b>	Black
2. Gloves pigskin	<ul style="list-style-type: none"> <li>Wrist length, SABS approved soft grain pigskin leather</li> </ul> <b>Sizes: M, L, XL and XXL</b>	Beige
3. Expedition Gloves	<ul style="list-style-type: none"> <li>Made up of Waterproof/Breathable Fabric</li> <li>Wrist Strap and Gauntlet Drawcord to Keep Snow Out</li> </ul> <b>Sizes: M, L, XL and XXL</b>	Black
4. Gloves (Freezer)	<ul style="list-style-type: none"> <li>Wrist length, 40-gram polar waterproof glove made up of cowhide leather and thinsulate insulation lining</li> </ul> <b>Sizes: M, L, XL and XXL</b>	Darker colours
5. Gloves (mittens)	<ul style="list-style-type: none"> <li>Material: 45% acrylic fibers, 30% faux wool, 15% spandex, 10% faux rabbit fur</li> <li>Light fleece lining</li> </ul>	Black
<b>HAT</b>		
6. Balaclava's woollen	<ul style="list-style-type: none"> <li>Double Layer Acrylic Knit Open Hole Balaclava covering the whole face and neck</li> </ul> <b>Size: one size fit all.</b>	Blue
7. Balaclavas wind block (Fleece)	<ul style="list-style-type: none"> <li>Balaclava coving the whole face with nose and neck protection made of fleece Polartec S100 fabric</li> </ul> <b>Size: one size fit all.</b>	Black
8. Cap furlined	<ul style="list-style-type: none"> <li>Made up of 100% polyester</li> <li>Interior should be lined with fur</li> <li>Should cover the ears and have a string to secure it</li> </ul>	Grey/black/beige
<b>THERMAL UNDERWEAR</b>		
9. Female vest	<ul style="list-style-type: none"> <li>Long sleeves vest made up of a combination of bamboo and polyester fabric providing comfort and anti-bacterial properties</li> </ul> <b>Size: S, M, L, XL and XXL</b>	Light Blue
10. Female Long John	<ul style="list-style-type: none"> <li>Long Johns made up of a combination of bamboo and polyester fabric providing comfort and anti-bacterial properties</li> </ul> <b>Size: S, M, L, XL and XXL</b>	Light Blue
11. Male vest (Long sleeves)	<ul style="list-style-type: none"> <li>Long sleeves vest made up of a combination of bamboo and polyester fabric providing comfort and anti-bacterial properties</li> </ul> <b>Size: S, M, L, XL and XXL</b>	Indigo (Blue) Black /grey
12. Male Long John	<ul style="list-style-type: none"> <li>Long John made up of a combination of bamboo and polyester fabric providing comfort and anti-bacterial properties</li> </ul> <b>Size: S, M, L, XL and XXL</b>	Light Blue
<b>SHIRTS (Includes sewn on badge of SANAP Logo (10x6cm) and the SA Flag (7x5cm))</b>		
13. Winter long-	<ul style="list-style-type: none"> <li>Golfer long sleeve sweatshirt side slits, round knitted neck</li> </ul>	Dark Navy

ITEM	SPECIFICATION	COLOUR
sleeve golf Shirts	<ul style="list-style-type: none"> <li>and cuff</li> <li>Made up of 100% cotton pre-shrunk</li> <li>210g, brushed back velour fleece</li> </ul> <p><u>Size: S, M, L, XL and XXL</u></p>	or Forrest Green
<b>OUTER GEAR (Includes sewn on badge of SANAP Logo (10x6cm) and the SA Flag (7x5cm))</b>		
14.Padded Jacket	<ul style="list-style-type: none"> <li>The garment must have double layer</li> <li>The outer layer must be made up of an oxford weave nylon material (classified as a 4oz/sq. yard) with a hydrophilic polyurethane coating whist the inner layer should be 100% polyester or be made up of similar material.</li> <li>Fabric properties must be as follows: <ul style="list-style-type: none"> <li>- Coated weight of 150g</li> <li>- Hydrostatic head of 15000 g/m2</li> <li>- Breathability approximately 5000 g/m2</li> </ul> </li> </ul> <p><u>Size: S, M, L, XL, XXL, XXXL, XXXXL and XXXXXL</u></p>	Red/blue
15.Padded Trousers/dangerous	<ul style="list-style-type: none"> <li>The garment must have double layer</li> <li>The outer layer must be made up of an oxford weave nylon material (classified as a 4oz/sq. yard) with a hydrophilic polyurethane coating whist the inner layer should be 100% polyester or be made up of similar material.</li> <li>Fabric properties must be as follows: <ul style="list-style-type: none"> <li>- Coated weight of 150g</li> <li>- Hydrostatic head of 15000 g/m2</li> <li>- Breathability approximately 15000 g/m2</li> </ul> </li> </ul> <p><u>Size: S, M, L, XL, XXL, XXXL, XXXXL and XXXXXL</u></p>	Red/blue
16.Waterproof Jacket (Unpadded)	<ul style="list-style-type: none"> <li>Made up of Gore-Tex 3L or similar material with water heard above 10000 mm of hydrostatic head (HH).</li> <li>The breathability of the material should be above 15000 g/m2</li> <li>The joints or stiches should be sealed with full seam seal type.</li> <li>The fabric should have high durable water repellence (DWR) capabilities.</li> </ul> <p><u>Size: S, M, L, XL, XXL and XXXL</u></p>	Red/blue
17.Waterproof Trousers (Unpadded)	<ul style="list-style-type: none"> <li>Gore-Tex 3L or similar material with water heard above 10000 mm of hydrostatic head (HH).</li> <li>The breathability of the material should be above 15000 g/m2</li> <li>The joints or stiches should be sealed with full seam seal type.</li> <li>The fabric should have high durable water repellence (DWR) capabilities.</li> </ul> <p><u>Size: S, M, L, XL, XXL and XXXL</u></p>	Red/blue
18.Polar Fleece	<p>The polar fleece jacket should have the following features:</p> <ul style="list-style-type: none"> <li>Two hand warmer zip pockets</li> <li>Double layered collar with adjustable shock cord</li> </ul>	Black

ITEM	SPECIFICATION	COLOUR
	<ul style="list-style-type: none"> <li>• Double layered shoulders for durability from backpack wearing</li> <li>• Interconnect compatible zip system</li> </ul>	
<b>OVERALLS (Includes sewn on badge of SANAP Logo (10x6cm) and the SA Flag (7x5cm))</b>		
19.Jackets overall (J58)	<ul style="list-style-type: none"> <li>• SABS D59 approved long sleeved jacket with a zip made up from heavy duty cotton with acid and flame-resistant properties</li> <li>• Breast pocket with flap and stud closures two side pockets</li> <li>• Triple stitching on all main seams</li> </ul> <b>Size:</b> 30/77 32/82 34/87 36/92 38/97 40/102 42/107 44/112 46/117 48/122	Navy blue
20.Trousers overall (J58)	<ul style="list-style-type: none"> <li>• SABS D59 approved long trouser made up from heavy duty cotton with acid and flame-resistant properties</li> <li>• Two front and one back pocket</li> <li>• Triple stitching on all main seams</li> </ul> <b>Size:</b> 30/77 32/82 34/87 36/92 38/97 40/102 42/107 44/112 46/117 48/122	Navy blue
<b>FOOTWEAR</b>		
21.Boot Inners	<ul style="list-style-type: none"> <li>• Should be made up of heavy-duty polyester cotton throughout or quilt polyester holofibre</li> <li>• Total weight should be 85g</li> </ul>	Black
22.Baffin Polar shoes	<ul style="list-style-type: none"> <li>• -148°F/-100°C temperature rating</li> <li>• Polar® rubber outsole</li> <li>• TPR synthetic blend which enables grip, warmth generation and flexibility</li> <li>• Boot should come with inner boot liners</li> <li>• Be made out of Diamond-Lite insulated nylon</li> </ul> <b>Size:</b> <u>5 6 7 8 9 10 11 12 13 14</u>	Black
23.Boreal G1 Expe	<ul style="list-style-type: none"> <li>• G1 Expe boot must consist of three components comprising of an integrated outer gaiter, mid layer shell and a removable inner bootie.</li> <li>• The outer gaiter should have a soft elasticated cuff providing comfort, a zip and strap closures for failsafe reliability.</li> <li>• Furthermore, the outer surface of the mid-layer of the boot should be made up of a lightweight synthetic textile and lined with a tough and waterproof/breathable Cordura reinforced laminate.</li> <li>• The lower portion of the gaiter should be insulated with encapsulated layers consisting of triple Thinsulate and polyethylene and be reinforced with an extremely rip resistant material in the high wear zones.</li> </ul> <b>Size:</b> <u>5 6 7 8 9 10 11 12 13 14</u>	Black
24.Egoli rubber gumboots	<ul style="list-style-type: none"> <li>• Moulded rubber safety gum boots as per SABS 492 part 11 – 1982</li> </ul>	Black



ITEM	SPECIFICATION	COLOUR
	<ul style="list-style-type: none"> <li>PVC uppers for optimum flexibility and abrasion resistance</li> <li>a steel toe cap</li> <li>PVC / Nitrile sole for durability and protection against fats, oils and chemicals</li> <li>The cleated sole design provides SRA level of slip resistance</li> <li>Available with and without a steel midsole</li> <li>Nylon liner allows for easy cleaning and quick drying, resulting in maximum hygiene</li> <li>Optimal toe-spring for walking and kneeling</li> <li>Upper materials must be oil and heat resistant.</li> </ul>	
25. Safety boots	<ul style="list-style-type: none"> <li>The safety shoe should have the following features: <ul style="list-style-type: none"> <li>Anti-slipping ability</li> <li>Shock absorbing heel</li> <li>Oil/fuel resistant capabilities</li> <li>acids/alkali resistant properties</li> </ul> </li> </ul>	Black
26. Socks	<ul style="list-style-type: none"> <li>The socks should be unisex</li> <li>Made up of 100% wool/Polypropylene</li> <li>The make should be suitable for use in sub-zero weather conditions</li> </ul>	Blue, Black, Brown or Grey
<b>EYE WEARS</b>		
27. Safety specs (UV, fog resistance)	<ul style="list-style-type: none"> <li>SABS approved safety gasses</li> <li>Be able to fit over normal spectacles.</li> </ul>	Any
28. Snow goggles (UV and fog resistance)	<ul style="list-style-type: none"> <li>With 100% UV – block out</li> <li>UVEX Panorama model no 55.1.601.11.31</li> </ul>	Any
29. Snow goggles spare lenses (UV and fog resistance)	<ul style="list-style-type: none"> <li>Sport style with UV – block out, with side and nose flaps.</li> <li>Be able to fit over normal spectacles.</li> </ul>	Any
<b>LINEN/BEDDING</b>		
30. Sheets Winter	<ul style="list-style-type: none"> <li>Winter sheet must be made of 100% cotton</li> <li>Colour: no white, pink or floral colours will be accepted</li> <li><u>Size: 150cm x 230cm</u></li> </ul>	Dark colours
31. Fitted Winter Sheets	<ul style="list-style-type: none"> <li>Winter sheet must be made of 100% cotton</li> <li>Colour: no white, pink or floral colours will be accepted</li> <li><u>Size: 150cm x 230cm</u></li> </ul>	Dark colours
32. Duvet Inner	<ul style="list-style-type: none"> <li>Poly Cotton</li> <li>This is a durable 50/50 blend of cotton and polyester</li> <li>Naturally breathable so you stay cool &amp; comfortable on warm nights.</li> <li><u>Size: 150 x 200cm</u></li> </ul>	White
33. Duvet Cover set	<ul style="list-style-type: none"> <li>Winter sheet 150cm x 230cm 100% cotton</li> <li>White 200 Thread Count, 100% Cotton Percale</li> <li>Colour: no white, pink or floral</li> <li><u>Size: 150x200 cm</u></li> </ul>	Dark colours

ITEM	SPECIFICATION	COLOUR
34. Sleeping bag (Ordinary)	<ul style="list-style-type: none"> <li>• SABS 1362 Sewing threads, SABS 0101 Standard nomenclature for stitches and seams</li> <li>• 5 1/4" Spacing/Continuous Baffles</li> <li>• 5" Loft, 25° F</li> <li>• 62"/ 4 6" Shoulder /Foot Girth</li> <li>• 16 oz. Down Fill</li> <li>• Zips to Summer Coupler</li> <li>• 1 lb. 15 oz. Total Weight</li> <li>• be made up of breathable material</li> </ul>	Black
35. Sleeping bag (mummy)	<ul style="list-style-type: none"> <li>• SABS 1362 Sewing threads, SABS 0101 Standard nomenclature for stitches and seams</li> <li>• Spacing/V-Block Side Baffle</li> <li>• 62"/39" Shoulder/Foot Girth</li> <li>• Full Down Collar</li> <li>• 9" Loft, -10° F</li> <li>• 32 oz. Down Fill</li> <li>• 3 lbs. 2 oz. Total Weight</li> <li>• be made up of breathable material</li> </ul>	Black or any dark colours
36. Sleeping bag inner sheet (mummy)	<ul style="list-style-type: none"> <li>• The sleeping bag inner sheet must be of the same shape and size as the main sleeping bag.</li> <li>• It must have tie tapes to coincide with the loops provided on the main sleeping bag so that it can be tied in</li> </ul>	Black or any dark colours
37. Sleeping bag inner sheet (ordinary)	<ul style="list-style-type: none"> <li>• The sleeping bag inner sheet must be of the same shape and size as the main sleeping bag.</li> <li>• It must have tie tapes to coincide with the loops provided on the main sleeping bag so that it can be tied in</li> </ul>	Black or any dark colours
38. Sheepskin	<ul style="list-style-type: none"> <li>• Should at least have natural long wool and big.</li> </ul>	White
39. Pillows	<ul style="list-style-type: none"> <li>• Hollow fibre</li> <li>• Should be standard size pillow</li> <li>• Made up of breathable material</li> <li>• Should not be filled with feathers</li> </ul>	Any
<b>KIT BAGS</b>		
40. Cargo 80 Duffel bag	<ul style="list-style-type: none"> <li>• The bag be made up of ripstop nylon fabric</li> <li>• The fabric be water resistant</li> <li>• Carrying capacity should be 80l</li> <li>• Should have an outside pocket with zip</li> </ul>	Black or any dark colours
<b>BADGES</b>		
41.	<p><b>SANAP LOGO (10x6cm) AND SA FLAG (7x5cm)</b></p> <ul style="list-style-type: none"> <li>• Badges - The outer gear such as the jackets and polar fleece will require badges. Consequently, the successful supplier/s will be required to fit the badges accordingly.</li> <li>• Materials - No materials will be supplied by the Department. The material of the badge must be a synthetic knitted fabric. Furthermore, badges should</li> </ul>	

ITEM	SPECIFICATION	COLOUR
	<p>have fusible interlining that complies with the requirements of CKS 627. Moreover, the ink shall be resistant to ultra – violet rays, washable, heat resistant and will not peel. The DFFE will advise on the design and colour of the badges to ensure they matches the garments accordingly.</p> <ul style="list-style-type: none"> <li>• Workmanship - The badges shall be cut and made with first-class workmanship throughout and shall be free from defects that affect their appearance or may affect their serviceability (or both), and from marks, spots and stains incurred in the making- up. All seaming shall be neatly sealed and free from fraying edges. Each badge shall be of uniform and acceptable make, colour and finish.</li> </ul>	

## 5. DELIVERY AND QUANTITIES

- 5.1. A firm lead time must be quoted for the duration of the contract period.
- 5.2. DFFE prefers a lead time within 6-8 weeks after the order date, for the first bulk orders and thereafter within 2 weeks for the smaller “top up” orders. A maximum of 3 weeks lead time will be allowed for custom manufactured items.
- 5.3. It is advisable that awarded supplier maintain some stock levels especially during the 1st year of award to ensure follow up orders can be expedited in terms of the delivery time frames indicated above.
- 5.4. Transit and storage conditions applicable to relevant product must be adhered to.
- 5.5. The place of delivery shall be at the Department of Forestry, Fisheries and the Environment (DFFE), Directorate: Southern Oceans and Antarctic Support, East Pier Road, building 1, V&A Waterfront, (First floor), Clothing Store (delivery note required).

## 6. PERIOD / DURATION OF PROJECT / ASSIGNMENT

- 6.1. The contract period for the supply, delivery and offloading at DFFE East Pier Shed V&A Waterfront the Personal Protective Equipment will be for a maximum period of three years after the signing of the Service level agreement by both parties.

## 7. COSTING / COMPREHENSIVE BUDGET

- 7.1. Comprehensive budget must be provided in a separate envelope inclusive of all disbursement costs, expenses and VAT.

- 7.2. The bidder must ensure the correctness and the price validity of the quote. All price(s) and quantities quoted are at the bidder's risk.
- 7.3. All prices must be inclusive of all direct and indirect costs (i.e., labour and delivery cost).
- 7.4. The quantities reflected in the pricing schedule are for evaluation purposes and estimated quantities for three (3) years and no guarantee is given or implied as to the actual quantities which will be procured during the contract period.
- 7.5. DFFE reserve 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).
- 7.6. The bidder must complete Annexure A – Price Guideline with price per item. The bidder MUST quote on every item (1 to 41) on the list provided. Failure to quote on every item will render the bid non-responsive.
- 7.7. The prices or unit rates shall be fixed for the first 12-month period determined from the tender base date and no change during this period will be allowed for escalation.
- 7.8. On the 12-month anniversary date of the Contract base date the unit rates or sums shall be adjusted by the twelve-month year on year CPI index (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.
- 7.9. Appointment will be valid for a period of three years and it would be expected of the bidder to fully execute all instructions issued within this contract period.

## **8. EVALUATION METHOD**

8.1 The evaluation for this bid will be carried out in five (5) phases:

- Phase 1: Pre-compliance
- Phase 2: Local Production and Content
- Phase 3: Mandatory Requirements
- Phase 4: Samples
- Phase 5: Price and B-BBEE

### **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 Standard Bidding Documents (SBD) and any other relevant 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:

Item No.	Administrative Requirements	Check/Compliance	Non-submission shall 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	*YES
8	SCM – SBD 6.2. - Declaration Certificate for Local Production and Content for Designated Sectors	Completed and signed	*YES
9	SCM - SBD 8 – Declaration of Bidder's Past Supply Chain Management Practices	Completed and signed	*YES
10	SCM - SBD 9 - Certificate of Independent Bid Determination	Completed and signed	*YES
11	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
12	Provide company profile	Detail showing the company experience in supply and delivery of PPE,	**NO

**\*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 Local Content Criteria (Phase 2)

**\*\*NO** – DFFE reserve 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: Local Production and Content

- 8.3.1 Regulation 9 of the Preferential Procurement Regulations, 2017 pertaining to the Preferential Procurement Policy Framework Act number 5 of 2000 provide for the designation of the sectors in line with national development and industrial policies for local production.
- 8.3.2 To give effect to the above requirement the Textiles, Clothing, Leather and Footwear sector has been designated for local production and content with a minimum threshold of 100%.
- 8.3.3 Only locally produced or locally manufactured Textile, Clothing, Footwear from local raw material or input will therefore be considered.
- 8.3.4 If the raw material or input to be used for a specific item is not available locally, bidders should obtain written authorisation from the Department of Trade and Industry (the DTI) should there be a need to import such raw material or input. A copy of the authorisation letter must be submitted together with the bid document at the closing date and time of the bid.
- 8.3.5 The technical specification and the Guidance on the calculation of local content together with the Local Content Declaration Template provided in the document are accessible to all bidders on the DTI'S website [www.dti.gov.za/industrial\\_development/ip.jsp](http://www.dti.gov.za/industrial_development/ip.jsp) at no cost.
- 8.3.6 Bidders must complete the section below by answering YES or NO and attach proof from DTI in case of deviation. Furthermore, the bidder must fully complete the declaration of local content SDB 6.2 form.

Requirement	Local Content	Minimum Threshold for Local Content %	Comply	If No, Attach Authorisation Letter
	Yes/No		Yes/No	Yes/No
Outer gear	Yes	100%		
Overalls	Yes	100%		
Inner wear	Yes	100%		
Shirts	Yes	100%		
Gloves	Yes	100%		
Footwear	Yes	100%		
Linen/Bedding	Yes	100%		
Kit Bags	Yes	100%		
Badges	Yes	100%		

**NOTE: Failure to comply with the above conditions will invalidate the bid.**

#### 8.4 PHASE 3: Mandatory Requirement

- 8.4.1 It is the responsibility of each bidder to ensure that the complete documents are submitted before closing date and time. The bidder must submit all required documents indicated hereunder,

#	REQUIREMENT	COMPLY	
		YES	NO
1	Bidders must demonstrate that they have 3 or more traceable references in supply and delivery of PPE. Furthermore,		

#	REQUIREMENT	COMPLY	
		YES	NO
	bidders must demonstrate their company experience by submitting signed reference letters from clients on projects completed for supplies of similar nature.		
2	The bidder must confirm or indicate if indeed he/she is the original manufacturer/supplier of the PPE to be supplied, delivered, and Offloaded.		
	OR		
	In cases where bidders are not manufacturers then they are required to provide a letter of undertaking from the manufacture that the bidder will be able to supply, deliver and offload PPE.		

**NOTE: Failure to comply with the above conditions will invalidate the bid.**

8.4.2 **Contactable References where similar service/s has been rendered** – The bid shall contain references letters on the letterhead of the organisations to which the services has been rendered. It should at a minimum contain the following information.

- The Name of the Organisation
- Service rendered and timeframe
- Total contract value
- Contact details of the liaison with the organization
- Overall performance rating

## 8.5 PHASE 4: Test Reports or Manufacturers Data Sheets

8.5.1 The bidder/s found to be the most responsive in Phase 1, 2 and 3 of the evaluation will be requested to provide the Department with the test reports or data sheets that comply with the minimum specification as set in Section 4 above at a specific time and venue (details to be communicated later on) during the evaluation process.

8.5.2 The bidder will be required to submit a sample to an SANAS accredited testing institution or laboratory or manufacturers data sheets before closing date and time. The purpose is to obtain a test reports being offered with the bid.

8.5.3 The procedures for sampling and testing for the product compliance should be obtained from the relevant testing institution. The cost of compliance testing will be for the account of the prospective bidder.

8.5.4 The test reports or data sheets must not be older than twelve (12) months at the closing date and time of the bid.

8.5.5 Failure to comply with the above conditions will invalidate the bid in respect of the item (s) for which a test report is not submitted.

8.5.6 Bidders who met the requirements under Phase 4 will be further evaluated for Price and BBEE.

## 8.6 PHASE 5: Preference Point System 80/20

8.6.1 The *fifth phase* is to perform an evaluation of Price and BBEE on the bidders, that successful qualified on phase 4 (Samples Test).

8.6.2 **Calculation of points for price** - The PPPFA prescribes that the lowest acceptable bid will score 80 points for price. Bidders that quoted higher prices will score lower points for price on a pro-rata basis. Where functionality is set as criteria, only bid proposals that meets functionality requirements will be considered to be evaluated on price and B-BBEE.

## 8.7 Calculating of points for B-BBEE status level of contribution

8.7.1 Points will be awarded to a bidder for attaining the B-BBEE status level of contribution or a sworn affidavit certified by the commissioner of oath in accordance with the table below:

The following table must be used to calculate the B-BBEE scores (80/20)	
PRICE	
B-BBEE Status Level Contributor	Number of points (80/20)
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non –compliant contributor	0

## 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 bidder must draft a table of content which will indicate where each document is located in the proposal

9.1.2. The proposal shall consist of two parts, namely the technical bid and the pricing bid (master and copy)

9.1.3. Project reference specifying the role played by the bidder in the listed projects or assignments, project value and the duration of the project (start and end date).

9.1.4. Standard bidding documents (SBD1, 2, 3.3, 4, 6.1, 6.2, 8 and 9) completed and signed.

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



- 9.1.6. Certified copies of identity documents of directors and shareholders of the company.
- 9.1.7. Entity registration Certificate (CK1).
- 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 agreed services will be closely monitored by DFFE.
- 10.2. DFFE will not be held responsible for any costs incurred by the bidders in the preparation, presentation and submission of the proposal.
- 10.3. The Programme Manager shall do the ongoing management of the Service Level Agreement (SLA).
- 10.4. 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.
- 10.5. Bidders failing to meet all the mandatory requirements will automatically be disqualified.
- 10.6. Tenderers are requested to submit the original and valid B-BBEE Status Level Verification Certificate issued by SANAS Accredited Verification Agency or certified copies thereof; 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.
- 10.7. 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.
- 10.8. 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.
- 10.9. 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.
- 10.10. Should the bidder fail to perform, DFFE reserves the right to cancel the appointment of such bidder immediately and without any notice. DFFE also reserves the right to recover the costs incurred in arranging such training e.g., salaries/wages of attendees and any other costs deemed necessary for the successful execution of the training.
- 10.11. In the event where a bidder offers a specific brand against an item and the item is subsequently awarded to the bidder, it is required of the successful bidder to continue to supply the brand awarded throughout the contract period. In the event that the brand is discontinued, the Department must be notified of such an occurrence.

- 10.12. The Supplier will not be allowed to deliver a different brand other than the brand awarded to them prior to an approval of the brand from the Department.
- 10.13. All items must be branded with the official Department logos and where specified indicate the employee designation. Branding should be done in colour embroidery.
- 10.14. Successful bidders may be subjected to security vetting process and clearance before consideration for an award by the Department.
- 10.15. The Department reserves the right to perform inspections to assure supplies and services conforms to the prescribed requirements.
- 10.16. **Guarantee** - The interested suppliers should be able to transfer guarantees on items such as Boreal boots, sleeping bags etc.
- 10.17. **Badges** - The outer gear such as the jackets and polar fleece will require badges. Consequently, interested suppliers will be required to put the badges accordingly.
- 10.18. **Materials** - No materials will be supplied by the Department. The material of the badge must be a synthetic knitted fabric. Furthermore, badges should have fusible interlining that complies with the requirements of CKS 627. Moreover, the ink shall be resistant to ultra – violet rays, washable, heat resistant and will not peel. The DFFE will advise on the design and colour of the badges to ensure they matches the garments accordingly.
- 10.19. **Workmanship** - The badges shall be cut and made with first-class workmanship throughout and shall be free from defects that affect their appearance or may affect their serviceability (or both), and from marks, spots and stains incurred in the making- up. All seaming shall be neatly sealed and free from fraying edges. Each badge shall be of uniform and acceptable make, colour and finish.
- 10.20. The Department will request pre-production samples to ensure that the goods comply with the specification indicated in the documents. The cost associated to these samples shall be at the bidder's cost.
- 10.21. In the event that the samples are non-compliant then the delivery will not be granted until the supplier submits compliant samples within the allocated time. Failure to submit samples as required by the Department will lead to the bid considered non-responsive and not further evaluated.

## 11. SUB-CONTRACTING CONDITIONS/ REQUIREMENTS

- 11.1. In a case whereby sub-contracting is not set as a pre-qualification criterion, however the 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 that 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 after award 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 bidder/s until that outstanding information is submitted

## **13. TECHNICAL ENQUIRIES**

- 13.1. Should you require any further information in this regard, please do not hesitate to contact:  
Name: Mr Nishendra Devanunthan  
Tel: (021) 405-9430  
E-Mail: [ndevanunthan@environment.gov.za](mailto:ndevanunthan@environment.gov.za)

**ANNEXURE A**

#	ITEM	SPECIFICATION	COLOUR	Quantities	Unit Rate	Total Amount Excluding VAT	VAT @ 15%	Total Amount
<b>GLOVES</b>								
1	Gloves woolen/thermal	Wrist length fleece type glove made up of 100% polyester material with thinsulate lining and gel gripper on palm. <u>Sizes: S, M, L, XL and XXL</u>	Black	300	R	R	R	R
2	Gloves pigskin	Wrist length, SABS approved soft grain pigskin leather <u>Sizes: M, L, XL and XXL</u>	Beige	300	R	R	R	R
3	Expedition Gloves	Made up of Waterproof/Breathable Fabric Wrist Strap and Gauntlet Drawcord to Keep Snow Out <u>Sizes: M, L, XL and XXL</u>	Black	100	R	R	R	R
4	Gloves (Freezer)	Wrist length, 40-gram polar waterproof glove made up of cowhide leather and thinsulate insulation lining Sizes: M, L, XL and XXL	Darker colours	300	R	R	R	R
5	Gloves (mittens)	Material: 45% acrylic fibers, 30% faux wool, 15% spandex, 10% faux rabbit fur Light fleece lining	Black	300	R	R	R	R
<b>HAT</b>								
6	Balaclavas woollen	Double Layer Acrylic Knit Open Hole Balaclava covering the whole face	Blue	300	R	R	R	R

#	ITEM	SPECIFICATION	COLOUR	Quantities	Unit Rate	Total Amount Excluding VAT	VAT @ 15%	Total Amount
		and neck Size: one size fit all.						
7	Balaclavas wind block (Fleece)	Balaclava coving the whole face with nose and neck protection made of fleece Polartec S100 fabric Size: one size fit all.	Black	60	R	R	R	R
8	Cap furlined	Made up of 100% polyester	Grey/black/beige	60	R	R	R	R
		Interior should be lined with fur						
		Should cover the ears and have a string to secure it						
<b>THERMAL UNDERWEAR</b>								
9	Female vest	Long sleeves vest made up of a combination of bamboo and polyester fabric providing comfort and anti-bacterial properties <u>Size: S, M, L, XL and XXL</u>	Light Blue	100	R	R	R	R
10	Female Long John	Long johns made up of a combination of bamboo and polyester fabric providing comfort and anti-bacterial properties <u>Size: S, M, L, XL and XXL</u>	Light Blue	100	R	R	R	R
11	Male vest (Long sleeves)	Long sleeves vest made up of a combination of bamboo and polyester fabric providing comfort and anti-bacterial properties <u>Size: S, M, L, XL and XXL</u>	Indigo (Blue) Black /grey	100	R	R	R	R

#	ITEM	SPECIFICATION	COLOUR	Quantities	Unit Rate	Total Amount Excluding VAT	VAT @ 15%	Total Amount
12	Male Long John	Long john made up of a combination of bamboo and polyester fabric providing comfort and anti-bacterial properties Size: <u>S, M, L, XL and XXL</u>	Light Blue	100	R	R	R	R
<b>SHIRTS</b>								
13	Winter long-sleeve golf Shirts	Golfer long sleeve sweatshirt side slits, round knitted neck and cuff	Dark Navy or Forrest Green	100	R	R	R	R
		Made up of 100% cotton pre-shrunk						
		10g, brushed back velour fleece						
		<u>Size: S, M, L, XL and XXL</u>						
<b>OUTER GEAR</b>								
14	Padded Jacket	The garment must have double layer	Red/blue	100	R	R	R	R
		The outer layer must be made up of an oxford weave nylon material (classified as a 4oz/sq. yard) with a hydrophilic polyurethane coating whist the inner layer should be 100% polyester or be made up of similar material.						
		Fabric properties must be as follows: - Coated weight of 150g - Hydrostatic head of 15000 g/m2 - Breathability approximately 5000 g/m2 Size: S, M, L, XL, XXL XXXL, XXXXL and XXXXXL						
15	Padded Trousers/dangerous	The garment must have double layer	Red/blue	100	R	R	R	R

#	ITEM	SPECIFICATION	COLOUR	Quantities	Unit Rate	Total Amount Excluding VAT	VAT @ 15%	Total Amount
		<p>The outer layer must be made up of an oxford weave nylon material (classified as a 4oz/sq. yard) with a hydrophilic polyurethane coating whilst the inner layer should be 100% polyester or be made up of similar material.</p> <p>Fabric properties must be as follows:  - Coated weight of 150g  - Hydrostatic head of 15000 g/m2  - Breathability approximately 15000 g/m2  Size: S, M, L, XL, XXL, XXXL, XXXXL and XXXXXL</p>						
16	Waterproof Jacket (Unpadded)	<p>Made up of Gore-Tex 3L or similar material with water heard above 10000 mm of hydrostatic head (HH).</p> <p>The breathability of the material should be above 15000 g/m2</p> <p>The joints or stiches should be sealed with full seam seal type.</p> <p>The fabric should have high durable water repellence (DWR) capabilities.  <u>Size: S, M, L, XL, XXL and XXXL</u></p>	Red/blue	120	R	R	R	R
17	Waterproof Trouser (Unpadded)	<p>Gore-Tex 3L or similar material with water heard above 10000 mm of hydrostatic head (HH).</p> <p>The breathability of the material should be above 15000 g/m2</p> <p>The joints or stiches should be</p>	Red/blue	70	R	R	R	R

#	ITEM	SPECIFICATION	COLOUR	Quantities	Unit Rate	Total Amount Excluding VAT	VAT @ 15%	Total Amount
		sealed with full seam seal type.						
		The fabric should have high durable water repellence (DWR) capabilities.						
		<u>Size: S, M, L, XL, XXL and XXXL</u>						
18	Polar Fleece	The polar fleece jacket should have the following features:	Black	70	R	R	R	R
		Two hand warmer zip pockets						
		Double layered collar with adjustable shock cord						
		Double layered shoulders for durability from backpack wearing						
		Interconnect compatible zip system						
<b>OVERALLS</b>								
19	Jackets overall (J58)	SABS D59 approved long sleeved jacket with a zip made up from heavy duty cotton with acid and flame-resistant properties	Navy blue	60	R	R	R	R
		Breast pocket with flap and stud closures two side pockets						
		Triple stitching on all main seams						
		<b>Size:</b> 30/77 32/82 34/87 36/92 38/97 40/102 42/107 44/112 46/117 48/122						
20	Trousers overall (J58)	SABS D59 approved long trouser made up from heavy duty cotton with acid and flame-resistant properties	Navy blue	60	R	R	R	R
		Two front and one back pocket						
		Triple stitching on all main seams						



#	ITEM	SPECIFICATION	COLOUR	Quantities	Unit Rate	Total Amount Excluding VAT	VAT @ 15%	Total Amount
		Size: 30/77 32/82 34/87 36/92 38/97 40/102 42/107 44/112 46/117 48/122						
<b>FOOTWEAR</b>								
21	Boot Inners	Should be made up of heavy-duty polyester cotton throughout or quilt polyester holofibre Total weight should be 85g	Black	60	R	R	R	R
22	Baffin Polar shoes	-148°F/-100°C temperature rating Polar® rubber outsole TPR synthetic blend which enables grip, warmth generation and flexibility Boot should come with inner boot liners Be made out of Diamond-Lite insulated nylon <b>Size: 5 6 7 8 9 10 11 12 13 14</b>	Black	60	R	R	R	R
23	Boreal G1 Expe	G1 Expe boot must consist of three components comprising of an integrated outer gaiter, mid layer shell and a removable inner bootie. The outer gaiter should have a soft elasticated cuff providing comfort, a zip and strap closures for failsafe reliability. Furthermore, the outer surface of the mid-layer of the boot should be made up of a lightweight synthetic	Black	100	R	R	R	R

#	ITEM	SPECIFICATION	COLOUR	Quantities	Unit Rate	Total Amount Excluding VAT	VAT @ 15%	Total Amount
		<p>textile and lined with a tough and waterproof/breathable Cordura reinforced laminate.</p> <p>The lower portion of the gaiter should be insulated with encapsulated layers consisting of triple Thinsulate and polyethylene and be reinforced with an extremely rip resistant material in the high wear zones.</p> <p><b>Size: 5 6 7 8 9 10 11 12 13 14</b></p>						
24	Egoli rubber gumboots	<p>Moulded rubber safety gum boots as per SABS 492 part 11 – 1982</p> <p>PVC uppers for optimum flexibility and abrasion resistance</p> <p>a steel toe cap</p> <p>PVC / Nitrile sole for durability and protection against fats, oils and chemicals</p> <p>The cleated sole design provides SRA level of slip resistance</p> <p>Available with and without a steel midsole</p> <p>Nylon liner allows for easy cleaning and quick drying, resulting in maximum hygiene</p> <p>Optimal toe-spring for walking and kneeling</p> <p>Upper materials must be oil and heat</p>	Black	80	R	R	R	R

#	ITEM	SPECIFICATION	COLOUR	Quantities	Unit Rate	Total Amount Excluding VAT	VAT @ 15%	Total Amount
		resistant.						
25	Safety boots	The safety shoe should have the following features: - Anti-slipping ability - Shock absorbing heel - Oil/fuel resistant capabilities - acids/alkali resistant properties	Black	50	R	R	R	R
26	Socks	- The socks should be unisex - Made up of 100% wool/Polypropylene - The make should be suitable for use in sub-zero weather conditions	Blue, Black, Brown or Grey	50	R	R	R	R
<b>EYE WEARS</b>								
27	Safety specs (UV, fog resistance)	SABS approved safety gasses Be able to fit over normal spectacles.	Any	100	R	R	R	R
28	Snow goggles (UV and fog resistance)	With 100% UV – block out UVEX Panorama model no 55.1.601.11.31	Any	60	R	R	R	R
29	Snow goggles spare lenses (UV and fog resistance)	Sport style with UV – block out, with side and nose flaps. Be able to fit over normal spectacles.	Any	200	R	R	R	R
<b>LINEN/BEDDING</b>								
30	Sheets Winter	Winter sheet must be made of 100% cotton Colour: no white, pink or floral colours will be accepted	Dark colours	100	R	R	R	R

#	ITEM	SPECIFICATION	COLOUR	Quantities	Unit Rate	Total Amount Excluding VAT	VAT @ 15%	Total Amount
		<u>Size: 150cm x 230cm</u>						
31	Fitted Winter Sheets	Winter sheet must be made of 100% cotton Colour: no white, pink or floral colours will be accepted <u>Size: 150cm x 230cm</u>	Dark colours	100	R	R	R	R
32	Duvet Inner	This is a durable 50/50 blend of cotton and polyester Naturally breathable so you stay cool & comfortable on warm nights. <u>Size: 150 x 200cm</u>	White	50	R	R	R	R
33	Duvet Cover set	Winter sheet 150cm x 230cm 100% cotton White 200 Thread Count, 100% Cotton Percale Colour: no white, pink or floral <u>Size: 150x200 cm</u>	Dark colours	50	R	R	R	R
34	Sleeping bag (Ordinary)	SABS 1362 Sewing threads, SABS 0101 Standard nomenclature for stitches and seams 5 1/4" Spacing/Continuous Baffles 5" Loft, 25° F 62"/ 4 6" Shoulder /Foot Girth 16 oz. Down Fill Zips to Summer Coupler 1 lb. 15 oz. Total Weight be made up of breathable material	Black	50	R	R	R	R

#	ITEM	SPECIFICATION	COLOUR	Quantities	Unit Rate	Total Amount Excluding VAT	VAT @ 15%	Total Amount
35	Sleeping bag (mummy)	SABS 1362 Sewing threads, SABS 0101 Standard nomenclature for stitches and seams	Black or any dark colours	20	R	R	R	R
		Spacing/V-Block Side Baffle						
		62"/39" Shoulder/Foot Girth						
		Full Down Collar						
		9" Loft, -10° F						
		32 oz. Down Fill						
		3 lbs. 2 oz. Total Weight						
be made up of breathable material								
36	Sleeping bag inner sheet (mummy)	The sleeping bag inner sheet must be of the same shape and size as the main sleeping bag.	Black or any dark colours	30	R	R	R	R
		It must have tie tapes to coincide with the loops provided on the main sleeping bag so that it can be tied in						
37	Sleeping bag inner sheet (ordinary)	The sleeping bag inner sheet must be of the same shape and size as the main sleeping bag.	Black or any dark colours	30	R	R	R	R
		It must have tie tapes to coincide with the loops provided on the main sleeping bag so that it can be tied in						
38	Sheepskin	Should at least have natural long wool and big.	White	20	R	R	R	R
39	Pillows	Should be standard size pillow	Any	100	R	R	R	R
		Made up of breathable material						
		Should not be filled will feathers						
<b>KIT BAGS</b>								

#	ITEM	SPECIFICATION	COLOUR	Quantities	Unit Rate	Total Amount Excluding VAT	VAT @ 15%	Total Amount
40	Cargo 80 Duffel bag	The bag be made up of ripstop nylon fabric	Black or any dark colours	200	R	R	R	R
		The fabric be water resistant						
		Carrying capacity should be 80l						
		Should have an outside pocket with zip						
41	Badge	The material of the badge must be a synthetic knitted fabric. Badges should have fusible interlining that complies with the requirements of CKS 627.	Per Spec	100	R	R	R	R
		The ink shall be resistant to ultra – violet rays, washable, heat resistant and will not peel.						
		Workmanship - The badges shall be cut and made with first-class workmanship. All seaming shall be neatly sealed and free from fraying edges. Each badge shall be of uniform and acceptable make, colour and finish.						

# **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
12. Transportation
13. Incidental services
14. Spare parts
15. Warranty
16. Payment
17. Prices
18. Contract amendments
19. Assignment
20. Subcontracts
21. Delays in the supplier's performance
22. Penalties
23. Termination for default
24. Dumping and countervailing duties
25. Force Majeure
26. Termination for insolvency
27. Settlement of disputes
28. Limitation of liability
29. Governing language
30. Applicable law
31. Notices
32. Taxes and duties
33. National Industrial Participation Programme (NIPP)
34. Prohibition of restrictive practices

## General Conditions of Contract

### 1. Definitions

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

RSA.

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

obligations of the supplier covered under the contract.

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

## **2. Application**

2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.

2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.

2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

## **3. General**

3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.

3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from [www.treasury.gov.za](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.

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



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

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

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

## **22. Penalties**

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

## **23. Termination for default**

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

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

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

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

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

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

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

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

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

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

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

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

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

may be due to him

**25. Force Majeure**

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

**26. Termination for insolvency**

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

**27. Settlement of Disputes**

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

**28. Limitation of liability**

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

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

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



# DEPARTMENT OF ENVIRONMENTAL AFFAIRS

## BAS ENTITY MAINTENANCE FORM

Head Office Only	
Date Received	_____
Safetynet Capture	_____
Safetynet Verified:	_____
BAS/LOGIS Capt	_____
BAS/LOGIS Auth	_____
Supplier No.	_____

### The Director General

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

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

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

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

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

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

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

Company / Personal Details									
Registered Name	<input style="width: 100%;" type="text"/>								
Trading Name	<input style="width: 100%;" type="text"/>								
Tax Number	<input style="width: 100%;" type="text"/>								
VAT Number	<input style="width: 100%;" type="text"/>								
Title:	<input style="width: 100%;" type="text"/>								
Initials:	<input style="width: 100%;" type="text"/>								
Full Names	<input style="width: 100%;" type="text"/>								
Surname	<input style="width: 100%;" type="text"/>								
Persal Number	<input style="width: 100%;" type="text"/>								
Address Detail									
Address <small>( Compulsory if Supplier )</small>	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 50%; text-align: center; padding: 2px;">Physical</th> <th style="width: 50%; text-align: center; padding: 2px;">Postal</th> </tr> </thead> <tbody> <tr> <td style="padding: 2px;"><input style="width: 98%;" type="text"/></td> <td style="padding: 2px;"><input style="width: 98%;" type="text"/></td> </tr> <tr> <td style="padding: 2px;"><input style="width: 98%;" type="text"/></td> <td style="padding: 2px;"><input style="width: 98%;" type="text"/></td> </tr> <tr> <td style="padding: 2px;"><input style="width: 98%;" type="text"/></td> <td style="padding: 2px;"><input style="width: 98%;" type="text"/></td> </tr> </tbody> </table>	Physical	Postal	<input style="width: 98%;" type="text"/>	<input style="width: 98%;" type="text"/>	<input style="width: 98%;" type="text"/>	<input style="width: 98%;" type="text"/>	<input style="width: 98%;" type="text"/>	<input style="width: 98%;" type="text"/>
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New Detail									
<input type="checkbox"/> New Supplier information <input type="checkbox"/> Update Supplier information									
Supplier Type:	<input type="checkbox"/> Individual <input type="checkbox"/> Department <input type="checkbox"/> Partnership <input type="checkbox"/> Company <input type="checkbox"/> Trust <input type="checkbox"/> CC <input type="checkbox"/> Other ( Specify )								
Department Number	<input style="width: 100%;" type="text"/>								

**Supplier Account Details (To be Verified by the bank, please attach bank letter or 3 months bank statement)**

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

Account Name

Account Number

Branch Name

Branch Number

**Bank screen info**

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

Account Type

Cheque Account  
 Savings Account  
 Transmission Account  
 Bond Account  
 Other (Please Specify)

ID Number

Passport Number

Company Registration Number

\*CC Registration

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

Bank Stamp

**Supplier Contact Details**

Business

Area Code Telephone Number Extension

Home

Area Code Telephone Number Extension

Fax

Area Code Fax Number

Cell

Cell Code Cell Number

Email Address

Contact Person:

Supplier Signature

Print Name

Date (dd/mm/yyyy)

**NB: All relevant fields must be completed**