



environmental affairs

Department:
Environmental Affairs
REPUBLIC OF SOUTH AFRICA

INVITATION TO BID

BID REFERENCE NUMBER: WB E103

THE APPOINTMENT OF SERVICE PROVIDER(S) FOR THE SUPPLY AND DELIVERY OF FIVE (5) 107M3 MOVING FLOOR TRAILERS TO BE USED BY THE DEPARTMENT OF ENVIRONMENTAL AFFAIRS (WASTE BUREAU) FOR THE TRANSPORTATION OF WASTE TYRE SHRED, BAILED GENERAL WASTE, WASTE MATERIAL AND WASTE TYRES

Contact person:

Name: Edwin Maseda

Office Telephone No: (012) 399 8507

E-MAIL: mmaseda@environment.gov.za

NATIONAL TREASURY CENTRAL SUPPLIER DATABASE (CSD) REGISTRATION INFORMATION

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

CLOSING DATE OF THE BID: 23 OCTOBER 2020 AT 11H00

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	WB E103	CLOSING DATE:	23-10-2020	CLOSING TIME:	11:00
DESCRIPTION	THE APPOINTMENT OF SERVICE PROVIDER(S) FOR THE SUPPLY AND DELIVERY OF FIVE (5) 107M3 MOVING FLOOR TRAILERS TO BE USED BY THE DEPARTMENT OF ENVIRONMENTAL AFFAIRS (WASTE BUREAU) FOR THE TRANSPORTATION OF WASTE TYRE SHRED, BAILED GENERAL WASTE, WASTE MATERIAL AND WASTE TYRES				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
Department of Environmental Affairs; The Environment House, 473 Steve Biko Road; Cnr Soutpansberg and Steve Biko Road, Arcadia Pretoria /Tshwane					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Mr Sizo ngomane /Vusi Mthembu		CONTACT PERSON	Edwin Maseda	
TELEPHONE NUMBER	012 399 9070 / 012 399 9201		TELEPHONE NUMBER	(012) 399 8507	
FACSIMILE NUMBER	N/A		FACSIMILE NUMBER	N/A	
E-MAIL ADDRESS	sngomane@environment.gov.za / vmthebu@environment.gov.za		E-MAIL ADDRESS	mmaseda@environment.gov.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT <input type="checkbox"/> Yes <input type="checkbox"/> No		[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<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]	
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
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"/> NODOES		
THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NOIS 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**

1. BID SUBMISSION:
<p>1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.</p> <p>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.</p> <p>1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).</p>
2. TAX COMPLIANCE REQUIREMENTS
<p>2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>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.</p> <p>2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.</p> <p>2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.</p> <p>2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.</p> <p>2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.</p> <p>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."</p>

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...WB E103
Closing Time 11:00	Closing date...23 OCTOBER 2020.

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

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

-
- 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 state¹, 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, shareholder², 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.

¹"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.

²"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:

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

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

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

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		
OR		
Any EME		
Any QSE		

8. DECLARATION WITH REGARD TO COMPANY/FIRM

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
- One person business/sole propriety
- Close corporation
- Company
- (Pty) Limited

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

8.6 COMPANY CLASSIFICATION

- Manufacturer
- Supplier
- Professional service provider
- Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

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

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

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

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

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

WITNESSES
1.
2.

.....
SIGNATURE(S) OF BIDDERS(S)
DATE:
ADDRESS
.....
.....

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>(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).</p> <p>The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) 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>The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.</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 bids¹ 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).² 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:

¹ Includes price quotations, advertised competitive bids, limited bids and proposals.

² 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 consortium³ 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.

³ 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

TERMS OF REFERENCE FOR THE SUPPLY AND DELIVERY OF FIVE (5) 107M³ MOVING FLOOR TRAILERS TO BE USED BY THE DEPARTMENT OF ENVIRONMENTAL AFFAIRS (WASTE BUREAU) IN THE TRANSPORTATION OF LOOSE BULK MATERIAL, WASTE TYRE SHRED, BAILED GENERAL WASTE AND WASTE TYRES



environmental affairs

Department:
Environmental Affairs
REPUBLIC OF SOUTH AFRICA

DEPARTMENT OF ENVIRONMENTAL AFFAIRS (DEA) 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 AND DELIVERY OF FIVE (5) 107M³ MOVING FLOOR TRAILERS TO BE USED BY THE DEPARTMENT OF ENVIRONMENTAL AFFAIRS (WASTE BUREAU) FOR THE TRANSPORTATION OF WASTE TYRE SHRED, BAILED GENERAL WASTE, WASTE MATERIAL AND WASTE TYRES

TERMS OF REFERENCE FOR THE SUPPLY AND DELIVERY OF FIVE (5) 107M³ MOVING FLOOR TRAILERS TO BE USED BY THE DEPARTMENT OF ENVIRONMENTAL AFFAIRS (WASTE BUREAU) IN THE TRANSPORTATION OF LOOSE BULK MATERIAL, WASTE TYRE SHRED, BAILED GENERAL WASTE AND WASTE TYRES

ITEM NUMBER	TABLE OF CONTENTS	PAGE
1	Purpose	3
2	Introduction and Background	3
3	Objectives of the proposal	3
4	Specification Table	3
5	Quality Management	5
6	Commissioning	6
7	Costing/Comprehensive budget	6
8	Evaluation Criteria	8
9	Special conditions of contract	11
10	Subcontracting conditions/ requirements	13
11	Payment terms	13
12	Technical Enquiries	14

1. PURPOSE

1.1 To appoint a service provider to supply and deliver five (5) Moving Floor Trailers for the Department of Environmental Affairs (Waste Bureau) for the transportation of Waste Tyre Shred, Bailed General Waste, Waste Material and Waste Tyres.

2. INTRODUCTION AND BACKGROUND

2.1 Section 34A (1) of the National Environmental Management: Waste Amendment Act: 2014, (Act No. 26 of 2014) (NEMWAA 2014) established the Waste Management Bureau as the Department’s specialist implementation agent for waste management in South Africa. Furthermore, Section 34 of NEMWAA 2014 provides, *inter alia*, that the Waste Management Bureau, henceforth referred to as WB, should promote the best practices to facilitate minimisation, re-use, recycling and recovery of waste.

2.2 Section 34 (D) and (E) of the NEMWAA 2014 mandated the WB to progressively support local government in strengthening its capability for the implementation of the municipal waste management plans and capacity building programmes.

2.3 The Waste Bureau’s work is premised on the fact that waste is a valuable resource that can be re-used, recycled, or recovered and in the process contribute to economic development (including the development of new businesses within the recycling sector), job creation, and the creation of a cleaner environment.

3. OBJECTIVE

3.1 The objective is to procure of Five (5) Moving Floor Trailers built to the specification described herein to be used by the Waste Bureau in the transportation of, Waste Tyre Shred, Bailed General Waste, Waste Material and Waste Tyres,

4. SPECIFICATION DATA TABLE

4.1 The trailers must have the following specifications:

TABLE 1

DESCRIPTION OF REQUIRED EQUIPMENT: FLOOR MOVING/WALKING TRAILER	
Description	Dimension or specification
Trailer Description	107m ³ TRI-AXLE SEMI TRAILER WITH MOVING FLOOR (15m)
Payload Capacity	± 36 Ton (Design)
Cargo Description :	Waste Tyre Shred / Bailed General Waste / Waste Material / Waste Tyres
Hauling Vehicle :	6 x 4 Truck-Tractor-Bidder responsible to fit 1x 3 inch and 1x half inch BSB female couplings, if moving floor trailers offered require such connecting couplings
Road Profile :	Tar and Gravel Roads

TERMS OF REFERENCE FOR THE SUPPLY AND DELIVERY OF FIVE (5) 107M³ MOVING FLOOR TRAILERS TO BE USED BY THE DEPARTMENT OF ENVIRONMENTAL AFFAIRS (WASTE BUREAU) IN THE TRANSPORTATION OF LOOSE BULK MATERIAL, WASTE TYRE SHRED, BAILED GENERAL WASTE AND WASTE TYRES

TABLE 2

EQUIPMENT REQUIRED SPECIFICATIONS				
ITEM NO	ITEM DESCRIPTION	SUPPLIER/OEM	QUANTITIES	COMMENT
1	TYRES - 385/65R22.5 EGT88 EVERGREEN	OXYGEN	7	1 Spare wheel included
2	WHEELS - 11.75 x 22.5 CENTRAL DISC – ALUMINIUM		7	
3	Spare Wheel Carriers		2	One on carrier on each side
4	SUSPENSION – AL II	BPW	3 Sets	
5	AXLES - SQUARE 120mm HOLLOW - ECO PLUS	BPW	3	1 axle sensed
6	LIFTING AXLES DEVICE – MANUAL	BPW	2	Front & Rear Axle
7	KINGPIN - 50mm FLANGED		1	
8	LANDING LEGS		1 Set	
9	Break SYSTEM - TWIN LINE WITH EBS - 24 VOLT	KNORR	1 Set	SANS 20013
10	LOAD INDICATOR	BPW	1	
11	DECK DETAILS - MOVING FLOOR - SMOOTH - 15 PLANK		1	Type CF 500 EHD
12	CATWALK AND STEPLADDER		1	
13	PVC SHEET WITH ROLLER		1	Manually operated
14	SPARE WHEEL CARRIER - WINCH TYPE		2	1 for super single tyre; and 1 for 12R22.5 tyre
15	MOVING HEADBOARD - ALUMINIUM		1	
16	BODY - 107m ³ - ALUMINIUM		1	Open top
17	DOUBLE REAR DOOR - SWING TYPE – ALUMINIUM		1	Container type locks with pneumatic safety
18	TOP COVER - PVC TARPAULIN		1	
19	REAR LIGHTS - SUPER DIODES - 24 VOLTS - RIVETED TO LIGHT BOX	LED	8	SABS 1046
20	REAR STEP		1	
21	PROTECTION PLATE FOR CONTROL BOX		Lot	
22	SUZY & ELECTRICAL COUPLING		1	Standard
23	HUBODOMETER	BPW	1	
24	1X THREE INCH AND 1X HALF INCH BSB FEMALE COUPLINGS			

TABLE 3

ITEM NO.	TRAILER PAINTING
1	ALL METAL PARTS DE-SCALED & PHOSPHATED TO SANS 10064:2011
2	ONE COAT PRE-WELD PRIMER ON METAL PARTS
3	TWO INTERMEDIATE COATS 2K ETCH FILLER PRIMER ON METAL PARTS
4	TWO FINAL COATS POLYURETHANE ACRYLIC ON METAL PARTS
5	THREE COATS EPOXY STRONTIUM FILLER PRIMER ON OUTSIDE ALUMINIUM
6	TWO FINAL COATS POLYURETHANE ACRYLIC ON OUTSIDE ALUMINIUM - 2K

TABLE 4

ITEM NO.	FINISH	PAINT SPECIFICATION	COLOUR
1	WHEELS	ALUMINIUM	
2	CHASSIS	POLYURETHANE ACRYLIC	ACTROS GREY
3	BODY (OUTER SURFACE ONLY)	ALUMINIUM	NATURAL ALUMINIUM

- 4.2 A bidder must provide the product catalogue or brochure to demonstrate whether they are able to provide the product specifications required in the specification data table.
- 4.3 The bidder must confirm whether all materials used in the manufacturing of the equipment shall be new and unused.
- 4.4 It is required that the trailers, as specified herein, including standard equipment shall be completely assembled, adjusted and ready for delivery once approved by DEA representative.
- 4.5 An additional 1 year warranty for manufacturer defect and all additional warranties (paint, tires, ream, load test etc.) shall be documented and initiated from the date of delivery.
- 4.6 Material or specification substitutions may be made only with approval of the designated representative from DEA and such must be in writing and agreed by both parties as delegated in the agreed service level agreement. Substitutions must be of equal or greater quality than the item or items in question.
- 4.7 Any defect due to manufacturer not meeting RFP or material supplier specification or sub standard materials use will be replaced or repaired at full cost by the manufacturer to minimum bid standards during the warranty period.
- 4.8 The bidder will be expected to conduct on the job training for drivers/users for a maximum period of 5 days. The training a minimum will need to cover:

TERMS OF REFERENCE FOR THE SUPPLY AND DELIVERY OF FIVE (5) 107M³ MOVING FLOOR TRAILERS TO BE USED BY THE DEPARTMENT OF ENVIRONMENTAL AFFAIRS (WASTE BUREAU) IN THE TRANSPORTATION OF LOOSE BULK MATERIAL, WASTE TYRE SHRED, BAILED GENERAL WASTE AND WASTE TYRES

- General information about the equipment (user manual);
- Making sure that they know how to operate the equipment safely;
- Information about particular dangers, parking and loading procedures etc.;
- Test trainees on site in order to test whether the trainees understand what they have been advised; and
- Keep training records for each employee.

5 QUALITY MANAGEMENT

- 5.1 Each unit/equipment offered must be compliant to the roadworthy and licensing requirements in terms of the Road Traffic Act and preferably may also meet the South African Bureau of Standard (SABS) specifications. The service provider will be responsible to ensure that the equipment offered comply with the roadworthy and licensing requirements in terms of the Road Traffic Act.
- 5.2 The equipment supplied must conform to Health and Safety Act; the Road Traffic as well any other relevant act or regulation.

6. COMMISSIONING

- 6.1. Bidder must be able to commission the unit or equipment within 16 weeks from the date of award of the contract.

7. COSTING/COMPREHENSIVE BUDGET

- 7.1. A comprehensive all-inclusive budget, covering the Original Equipment Manufacturer (OEM) requirements/conditions must be provided in a separate envelope inclusive of all disbursement costs, expenses and VAT. No additional costs other than those included in the budget will be considered unless with the prior approval of the Waste Bureau (e.g. for new requirements not forming part of the original scope of work).
- 7.2. Bidders price must be fixed and firm and in accordance with the pricing schedules below, this will enable DEA to compare priced offers.
- 7.3. Bidder must quote for each item listed below (do not leave any area blank in the pricing schedule) and must not amend the items/quantities.
- 7.4. Failure to submit a priced offer using the prescribed schedules may result in the disqualification of a bid proposal.
- 7.5. The service provider must provide the OEM certificates for each equipment to enable DEA to register and licence the trailers.

TERMS OF REFERENCE FOR THE SUPPLY AND DELIVERY OF FIVE (5) 107M³ MOVING FLOOR TRAILERS TO BE USED BY THE DEPARTMENT OF ENVIRONMENTAL AFFAIRS (WASTE BUREAU) IN THE TRANSPORTATION OF LOOSE BULK MATERIAL, WASTE TYRE SHRED, BAILED GENERAL WASTE AND WASTE TYRES

7.6. The bid offer must be inclusive of VAT. The VAT portion must be indicated separately as per price schedule below.

7.7. The offered price will be valid for 90 days from the closing date of the bid.

TERMS OF REFERENCE FOR THE SUPPLY AND DELIVERY OF FIVE (5) 107M³ MOVING FLOOR TRAILERS TO BE USED BY THE DEPARTMENT OF ENVIRONMENTAL AFFAIRS (WASTE BUREAU) IN THE TRANSPORTATION OF LOOSE BULK MATERIAL, WASTE TYRE SHRED, BAILED GENERAL WASTE AND WASTE TYRES

ITEM NO	ITEM DESCRIPTION	SUPPLIER OR OEM	QUANTITIES	COMMENT	UNIT PRICE OFFERED	DISCOUNT OFFERED (IF APPLICABLE)	TOTAL PRICE OFFERED for five (5) 107m ³ Moving Floor Trailers equipment
1	TYRES - 385/65R22.5 EGT88 EVERGREEN	OXYGEN	7	1 Spare wheel included	R	R	R
2	WHEELS - 11.75 x 22.5 CENTRAL DISC – ALUMINIUM		7	None	R	R	R
3	Spare Wheel Carriers		2	One on carrier on each side	R	R	R
4	SUSPENSION – AL II	BPW	3 Sets	None	R	R	R
5	AXLES - SQUARE 120mm HOLLOW - ECO PLUS	BPW	3	1 axle sensored	R	R	R
6	LIFTING AXLES DEVICE – MANUAL	BPW	2	Front & Rear Axle	R	R	R
7	KINGPIN - 50mm FLANGED		1	None	R	R	R
8	LANDING LEGS		1 Set	None	R	R	R
9	∅BRAKE SYSTEM - TWIN LINE WITH EBS - 24 VOLT	KNORR	1 Set	SANS 20013	R	R	R
10	LOAD INDICATOR	BPW	1	None	R	R	R
11	DECK DETAILS - MOVING FLOOR - SMOOTH - 15 PLANK		1	Type CF 500 EHD	R	R	R
12	CATWALK AND STEPLADDER		1	None	R	R	R
13	PVC SHEET WITH ROLLER		1	Manually operated	R	R	R
14	SPARE WHEEL CARRIER - WINCH TYPE		2	1 for super single tyre 1 for 12R22.5 tyre	R	R	R
15	MOVING HEADBOARD - ALUMINIUM		1	None	R	R	R
16	BODY - 107m ³ - ALUMINIUM		1	Open top	R	R	R
17	DOUBLE REAR DOOR - SWING TYPE – ALUMINIUM		1	Container type locks with pneumatic safety	R	R	R
18	TOP COVER - PVC TARPAULIN		1	None	R	R	R
19	REAR LIGHTS - SUPER DIODES - 24 VOLTS - RIVETED TO LIGHT BOX	LED	8	SABS 1046	R	R	R
20	REAR STEP		1	None	R	R	R

TERMS OF REFERENCE FOR THE SUPPLY AND DELIVERY OF FIVE (5) 107M³ MOVING FLOOR TRAILERS TO BE USED BY THE DEPARTMENT OF ENVIRONMENTAL AFFAIRS (WASTE BUREAU) IN THE TRANSPORTATION OF LOOSE BULK MATERIAL, WASTE TYRE SHRED, BAILED GENERAL WASTE AND WASTE TYRES

ITEM NO	ITEM DESCRIPTION	SUPPLIER OR OEM	QUANTITIES	COMMENT	UNIT PRICE OFFERED	DISCOUNT OFFERED (IF APPLICABLE)	TOTAL PRICE OFFERED for five (5) 107m ³ Moving Floor Trailers equipment
21	PROTECTION PLATE FOR CONTROL BOX		Lot	According to manufactures specification	R	R	R
22	SUZY & ELECTRICAL COUPLING		1	Standard	R	R	R
23	HUBODOMETER	BPW	1	None	R	R	R
24	BSB FEMALE COUPLINGS		2 per truck/trailer	1x Three inch and 1x Half inch	R	R	R
Sub-total price excluding VAT						R	R
VAT @ 15%							R
Total Price including VAT and Disbursement costs for five (5) 107m ³ Moving Floor Trailers							R

# Ref	Final Summary Pricing Schedule: Supply, Deliver and a Commission, Service and Maintain Floor Moving/Walking Trailer	
Table 1	Floor Moving/Walking Trailer (including discount, if applicable)	R
Table 2	Equipment required specification	R
Table 3 and 4	Painting (Including discount, if applicable)	R
Total price (Excluding VAT)		R
VAT @ 15%		R
Grand Total including VAT (excluding escalations)		R

9. EVALUATION CRITERIA

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

- Phase 1: Pre-compliance
- Phase 2: Mandatory requirements
- Phase 3: Price and BBBEE

9.2. PHASE 1: Pre-compliance or Initial Screening

9.2.1. During this phase bid documents will be reviewed to determine the compliance with SCM returnable, tax matters and whether Central Data Base (CSD) report has been submitted with the bid documents at the closing date and time of the bid.

9.2.2. The bid proposal will be screened for compliance with administrative requirements as indicated below:

Item No.	Administrative Requirements	Check/Compliance	Non-submission may result in disqualification?
1	Master Bid Document	provided and bound	*YES
2	1 Copy of Bid Document	provided and bound	**NO
3	Electronic copy (USB or Disk)	Provided and similar to Master Bid Document	*YES
Included in the Bid Document			
4	SCM - SBD 1 - Invitation to Bid	Completed and signed	*YES
5	SCM - SBD 2 - Tax Clearance Certificate Requirements	CSD registration number/SARS PIN and CSD summary report	*YES
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, supported by B-BBEE Certificate if applicable or Affidavit if applicable	**NO
8	SCM - SBD 8 – Declaration of Bidder's Past Supply Chain Management Practices	Completed and signed, supported	*YES
9	SCM - SBD 9 - Certificate of Independent Bid Determination	Completed and signed	*YES
10	SCM - SBD 3.1 - Pricing Schedule	Completed and signed (Sealed in a separate envelop marked Pricing Schedule)	*YES
11	Company Profile (background and history)	To be provided	**NO

***YES** – DEA 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 Mandatory (Phase 2)

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

9.3. PHASE 2: Mandatory requirements

9.3.1. Bidders must complete the section below by answering No or Yes, if yes, please attach proof or supporting letter of commitment.

ITEM NO.	REQUIREMENT (S)	COMPLY	
		YES	NO
1	Warranty:	YES	NO
	The Bidder must provide a minimum of 2 year's warranty for the equipment. Bidder must submit in writing a commitment of the duration with regards to warranties.		
2	The bidder must submit at least two (2) contactable reference letters for procuring and/or supplying equipment (Letters must be in the company letterhead and must have contact information and signed by suppliers or clients.	YES	NO
3.	The Bidder must submit audited financial statement for the past two financial years to be utilised to evaluate financial capability to execute the contract	YES	NO

Failure to meet mandatory requirements will lead in the bidder being disqualified and not further evaluated for price and B-BBEE (Phase 3)

9.4. PHASE 3: Preference Point System 80/20

9.4.1. The **third phase** is to perform an evaluation of Price and BBBEE on the bidders, that successful qualified on the mandatory requirements.

9.4.2. **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.

9.4.3. **Calculating of points for B-BBEE status level of contribution**- 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:

Phase 4: The following table will 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

Phase 4: The following table will be used to calculate the B-BBEE scores (80/20)	
PRICE	
3	14
4	12
5	8
6	6
7	4
8	2
Non –compliant contributor	0

9.4.4. Requirements for B-BBEE

- a) Bidders must submit original and valid B-BBEE Status Level Verification Certificate or certified copies thereof, issued by **SANAS accredited agencies** only. The Exempted Micro Enterprise that do not have B-BBEE certificate must submit an original/ certified copy of the DTI sworn affidavit in terms of Codes of good practice certified by Commissioner of Oath together with their bids, to substantiate their B-BBEE claims.
- b) A trust, consortium or joint venture must submit a consolidated B-BBEE Status Level Verification Certificate for every separate bid to substantiate their B-BBEE rating claims. Bidders who do not submit B-BBEE Status Level Verification Certificates or are non-compliant contributors to B-BBEE do not qualify for preference points for BBEE but should not be disqualified from the bidding process.
- c) They will score points out of 80 for price only and zero (0) points out of 20 for BBEE. The points scored by a tenderer for B-BBEE contribution must be added to the points scored for price and should be rounded off to the nearest two decimal places.
- d) The contract will be awarded to the tenderer scoring the highest points.

10. SPECIAL CONDITIONS OF CONTRACT

- 10.1. The performance measures for the delivery of the work expected from the service provider/s will be closely monitored by DEA.
- 10.2. The Service Provider/s will submit monthly progress reports to the Programme Manager, within 10 days after the end of each month and quarter for the duration of the project. Failure to submit the required reports on time may result in penalties.
- 10.3. The Programme Manager shall do the ongoing performance management of the Service agreement.
- 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. Please take note that DEA is not bound to select any of the Companies submitting proposals. DEA reserves the right not to award any of the bids and not to award the contract to the lowest bidding price or award the tender in part.
- 10.6. 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.
- 10.7. A foreign recommended bidder with neither South African tax obligation nor history of doing business in South Africa must complete Standard Bidding Document (SBD 1) and the information must be submitted to SARS on the following email governmentinstitute@sars.gov.za to issue a confirmation of the tax obligation letter in terms of **paragraph 3.6** of the instruction note no 9 of 2017/18.
- 10.8. The bid proposals should be submitted with all required information containing technical information.
- 10.9. DEA will not be held responsible for any costs incurred by the bidder in the preparation, presentation and submission of the bids.
- 10.10. Tenderers must submit two identical proposals (**two envelopes**) for each bid clearly marked “**original**” and “**copy**”. First envelope **marked original** to include technical proposal (**original and copy of technical**) and the second envelope marked copy to include financial proposal (**original and copy of financials**).
- 10.11. First envelope with the technical proposal including the following:
- A valid copy of the Tax Clearance Certificate or Tax Compliance Status Pin issued by SARS or copy of CSD/ MA Supplier Number.
 - Entity registration Certificate (CK1)
 - A response to the terms of reference.
 - A project plan that states the methodology and approach for accomplishing the task, project phases if applicable, time frames and outputs (excluding cost for the project).
 - profile of the company and description of similar work undertaken,
 - Agreement between service providers in the case of a joint venture/Consortium
 - Letter of authority to sign documents on behalf of the company/joint venture/Consortium.
- 10.12. The second envelope with the financial proposal (pricing schedule (SBD3.1) or other spreadsheets with all cost related items, cost breakdown) (original). No financials should be included in the technical proposal (envelope).
- 10.13. The following information must be endorsed on each envelope:
- Bid number:
 - Closing date:
 - Name of the Bidder:
 - Technical Proposal or Financial Proposal.

- 10.14. Before any work can commence the service level agreement must be signed by both parties (DEA and the successful bidder) as well as the issue of an official order and should there be any dispute regarding the finalization of the agreement, DEA reserves the right to cancel the contract with no cost implications for the Department.
- 10.15. The evaluation of Bids can only be done based on information required by the department.
- 10.16. Prospective suppliers interested in pursuing opportunities with the Department and within the South African government must register on the National Treasury Central Supplier Database.
- 10.17. Any supplier who is not registered on CSD during an award stage of the tender will not be considered.
- 10.18. When required, personnel assigned to this project must be able to testify in a criminal court regarding their involvement in this project.
- 10.19. Service provider will be required to work with officials from the Department.

11. SUB-CONTRACTING CONDITIONS/ REQUIREMENTS

- 11.1. Regulation 9 of the Treasury Regulation 2017 states that if feasible to subcontract for a contract above R30 million, an organ of state must apply subcontracting to advance designated groups. **However, subcontracting is not feasible for this contract as the value is below the stipulated threshold and service providers must demonstrate their technical and financial capability to execute the contract.**

12. PAYMENT TERMS

- 12.1. No upfront payment will be allowed. DEA undertakes to pay out in full or as per deliverables in accordance with the Original Equipment Manufacturers (OEM) conditions, within thirty (30) days of the submission of a valid claim for the equipment offered. No payment will be made where there is outstanding information/work not completed by the Service Provider/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 M E Maseda

Office Telephone No.: 012 399 8507

E-Mail: mmaseda@environment.gov.za

THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

July 2010

GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

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

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

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

TABLE OF CLAUSES

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

General Conditions of Contract

1. Definitions

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

RSA.

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

obligations of the supplier covered under the contract.

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

2. Application

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

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

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

3. General

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

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

4. Standards

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

5. Use of contract documents and information; inspection.

5.1 The supplier shall not, without the purchaser’s prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

5.2 The supplier shall not, without the purchaser’s prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.

5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier’s performance under the contract if so required by the purchaser.

5.4 The supplier shall permit the purchaser to inspect the supplier’s records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

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

7. Performance security

- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
 - (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
 - (b) a cashier's or certified cheque
- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8. Inspections, tests and analyses

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or

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

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

9. Packing

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

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

10. Delivery and documents

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

10.2 Documents to be submitted by the supplier are specified in SCC.

11. Insurance

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

12. Transportation

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

13. Incidental services

13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

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

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

14. Spare parts

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

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

15. Warranty

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

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

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

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

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

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

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

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

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

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

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

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

may be due to him

25. Force Majeure

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

28. Limitation of liability

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

- (b) 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.

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