INVITATION TO BID

BID REFERENCE NUMBER: E 1338

THE APPOINTMENT OF THE SERVICE PROVIDER FOR THE PROVISION OF HELICOPTER SUPPORT SERVICE WITH FULL CREW COMPLIMENT FOR THE BRANCH: OCEAN AND COASTS SEASONALLY FOR A PERIOD OF 4 (FOUR) YEARS.

NAME: Mr. Nish Devanunthan
OFFICE TELEPHONE NO. (021) 4059482
FAX: +27(0)21 4059424
E-MAIL: NDevanunthan@environment.gov.za

A COMPULSORY BRIEFING SESSIONS WILL BE HELD AS FOLLOW:
DATE: 24 MAY 2016
TIME: 10:00AM
VENUE: EAST PIER BUILDING 2, DEA OCEANS AND COASTS BRANCH OFFICE, EAST PIER ROAD, V&A WATERFRONT, CAPE TOWN


CLOSING DATE: 10 JUNE 2016 AT 11H00
INVITATION TO BID
YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DEPARTMENT OF ENVIRONMENTAL AFFAIRS

BID NUMBER: E 1338  CLOSING DATE: 10-06-2016  CLOSING TIME: 11:00

DESCRIPTION: THE APPOINTMENT OF THE SERVICE PROVIDER FOR THE PROVISION OF HELICOPTER SUPPORT SERVICE WITH FULL CREW COMPLIMENT FOR THE BRANCH: OCEAN AND COASTS SEASONALLY FOR A PERIOD OF 4 (FOUR) YEARS.

The successful bidder will be required to fill in and sign a written Contract Form (SBD 7).

BID DOCUMENTS MAY BE POSTED TO:
Director- General; Department of Environmental Affairs; Private Bag X 447 PRETORIA 0001

OR

DEPOSITED IN THE BID BOX SITUATED AT: Department of Environmental Affairs; The Environment House, 473 Steve Biko Road; Cnr Soutpansberg and Steve Biko Road, Arcadia Pretoria /Tshwane

Bidders should ensure that bids are delivered timeously to the correct address. If the bid is late, it will not be accepted for consideration.

ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS – (NOT TO BE RE-TYPED)

NB: TWO BID PROPOSALS MUST BE SUBMITTED, CLEARLY MARKED: ORIGINAL AND COPY

THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2011, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT

THE FOLLOWING PARTICULARS MUST BE FURNISHED
(Failure to do so may result in your bid being disqualified)

NAME OF BIDDER

POSTAL ADDRESS

STREET ADDRESS

TELEPHONE NUMBER  CODE ………….. NUMBER

CELLPHONE NUMBER

FACSIMILE NUMBER  CODE ………….. NUMBER

E-MAIL ADDRESS

VAT REGISTRATION NUMBER

HAS AN ORIGINAL AND VALID TAX CLEARANCE CERTIFICATE BEEN SUBMITTED? (SBD 2)  YES or NO

HAS A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE BEEN SUBMITTED? (SBD 6.1)  YES or NO

IF YES, WHO WAS THE CERTIFICATE ISSUED BY?

AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) ……………………………………………………………. ☐

A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS); OR………………………………… ☐

A REGISTERED AUDITOR ……………………………………………………………………………… ☐

[TICK APPLICABLE BOX]
(A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE)

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS / SERVICES / WORKS OFFERED? YES or NO

[IF YES ENCLOSE PROOF]

SIGNATURE OF BIDDER ........................................................................................................................................

DATE ..............................................................................................................................................................

CAPACITY UNDER WHICH THIS BID IS SIGNED ................................................................................................

TOTAL BID PRICE...................................................... TOTAL NUMBER OF ITEMS OFFERED ....................................

ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE MAY BE DIRECTED TO:

Department: Environmental Affairs

Contact Person: Samuel Mofokeng or Renold Mokoena
Tel: (012) 399 9057 or (012) 399 9055
Email: SMofokeng@environment.gov.za or RMokoena@environment.gov.za

ANY ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:

Technical Contact Persons:
NAME: Mr. Nish Devanunthan
OFFICE TELEPHONE NO. (021) 4059482
FAX: +27(0)21 4059424
E-MAIL: NDevanunthan@environment.gov.za
TAX CLEARANCE CERTIFICATE REQUIREMENTS

It is a condition of bid that the taxes of the successful bidder must be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder’s tax obligations.

1. In order to meet this requirement bidders are required to complete in full the attached form TCC 001 “Application for a Tax Clearance Certificate” and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.

2. SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.

3. The original Tax Clearance Certificate must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.

4. In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.

5. Copies of the TCC 001 “Application for a Tax Clearance Certificate” form are available from any SARS branch office nationally or on the website www.sars.gov.za.

6. Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website www.sars.gov.za.
NAME OF BIDDER: ………………………………………………………………………………………………………… BID NO: E 1338
CLOSING TIME 11:00 CLOSING DATE: 10-06-2016

OFFER TO BE VALID FOR ……90……DAYS FROM THE CLOSING DATE OF BID.

DESCRIPTION: THE APPOINTMENT OF THE SERVICE PROVIDER FOR THE PROVISION OF HELICOPTER SUPPORT SERVICE WITH FULL CREW COMPLIMENT FOR THE BRANCH: OCEAN AND COASTS SEASONALLY FOR A PERIOD OF 4 (FOUR) YEARS.

**(ALL APPLICABLE TAXES INCLUDED)

1. The accompanying information must be used for the formulation of proposals.

2. Bidders are required to indicate a ceiling price based on the total estimated time for completion of all phases and including all expenses inclusive of all applicable taxes for the project.

3. PERSONS WHO WILL BE INVOLVED IN THE PROJECT AND RATES APPLICABLE (CERTIFIED INVOICES MUST BE RENDERED IN TERMS HEREOF)

4. PERSON AND POSITION

<table>
<thead>
<tr>
<th>PERSON AND POSITION</th>
<th>HOURLY RATE</th>
<th>DAILY RATE</th>
</tr>
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<tbody>
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<td>………………………</td>
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5. PHASES ACCORDING TO WHICH THE PROJECT WILL BE COMPLETED, COST PER PHASE AND MAN-DAYS TO BE SPENT

| ……………………… | R……………… | ……………… days |
| ……………………… | R……………… | ……………… days |
| ……………………… | R……………… | ……………… days |
| ……………………… | R……………… | ……………… days |

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

<table>
<thead>
<tr>
<th>DESCRIPTION OF EXPENSE TO BE INCURRED</th>
<th>RATE</th>
<th>QUANTITY</th>
<th>AMOUNT</th>
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<td>R………</td>
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</table>

TOTAL: R…………………………

** "all applicable taxes" includes value-added tax, pay as you earn, income tax, unemployment insurance contributions and skills development levies.
5.2 Other expenses, for example accommodation (specify, eg. Three star hotel, bed and breakfast, telephone cost, reproduction cost, etc.). On basis of these particulars, certified invoices will be checked for correctness. Proof of the expenses must accompany invoices.

<table>
<thead>
<tr>
<th>DESCRIPTION OF EXPENSE TO BE INCURRED</th>
<th>RATE</th>
<th>QUANTITY</th>
<th>AMOUNT</th>
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<td><strong>TOTAL:</strong></td>
<td></td>
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</tbody>
</table>

6. Period required for commencement with project after acceptance of bid

7. Estimated man-days for completion of project

8. Are the rates quoted firm for the full period of contract? *YES/NO

9. If not firm for the full period, provide details of the basis on which adjustments will be applied for, for example consumer price index.

*[DELETE IF NOT APPLICABLE]*

Any enquiries regarding bidding procedures may be directed to the –

Department of Environmental Affairs

Contact Person: Samuel Mofokeng or Renold Mokoena
Tel: (012) 399 9057 or (012) 399 9055
Email: SMofokeng@environment.gov.za or RMokoena@environment.gov.za

Or for technical information –

Technical Contact Person:

NAME: Mr. Nish Devanunthan
OFFICE TELEPHONE NO. (021) 4059482
FAX: +27(0)21 4059424
E-MAIL: NDevanunthan@environment.gov.za
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:
........................................................................................................................................
2.10 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid? YES/NO

2.10.1 If so, furnish particulars.

2.11 Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are bidding for this contract? YES/NO

2.11.1 If so, furnish particulars:

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

<table>
<thead>
<tr>
<th>Full Name</th>
<th>Identity Number</th>
<th>Personal Income Tax Reference Number</th>
<th>State Employee Number / Personal Number</th>
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</table>
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
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, 2011.

### 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 R1 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R1 000 000 (all applicable taxes included).

1.2 The value of this bid is estimated to exceed R1 000 000 (all applicable taxes included) and therefore the 90/10 system shall be applicable.

1.3 Preference points for this bid shall be awarded for:

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

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

<table>
<thead>
<tr>
<th>POINTS</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>PRICE</strong></td>
</tr>
<tr>
<td>90................</td>
</tr>
<tr>
<td><strong>B-BBEE STATUS LEVEL OF CONTRIBUTION</strong></td>
</tr>
</tbody>
</table>

Total points for Price and B-BBEE must not exceed 100

1.4 Failure on the part of a bidder to fill in and/or to sign this form and submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or an Accounting Officer as contemplated in the Close Corporation Act (CCA) together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

### 2. DEFINITIONS

2.1 “*all applicable taxes*” includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
2.2 “B-BBEE” means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;

2.3 “B-BBEE status level of contributor” means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

2.4 “bid” means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;

2.5 “Broad-Based Black Economic Empowerment Act” means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

2.6 “comparative price” means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;

2.7 “consortium or joint venture” 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;

2.8 “contract” means the agreement that results from the acceptance of a bid by an organ of state;

2.9 “EME” means any enterprise with an annual total revenue of R5 million or less .

2.10 “Firm price” means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;

2.11 “functionality” means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;

2.12 “non-firm prices” means all prices other than “firm” prices;

2.13 “person” includes a juristic person;

2.14 “rand value” means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;

2.15 “sub-contract” means the primary contractor’s assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;

2.16 “total revenue” bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the Government Gazette on 9 February 2007;

2.17 “trust” means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and

2.18 “trustee” means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

3. ADJUDICATION USING A POINT SYSTEM
3.1 The bidder obtaining the highest number of total points will be awarded the contract.

3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts.

3.3 Points scored must be rounded off to the nearest 2 decimal places.

3.4 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.

3.5 However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.

3.6 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

4. POINTS AWARDED FOR PRICE

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

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

\[ Ps = 80 \left( 1 - \frac{Pt - P_{\text{min}}}{P_{\text{min}}} \right) \quad \text{or} \quad Ps = 90 \left( 1 - \frac{Pt - P_{\text{min}}}{P_{\text{min}}} \right) \]

Where

\[ P_s = \text{Points scored for comparative price of bid under consideration} \]
\[ Pt = \text{Comparative price of bid under consideration} \]
\[ P_{\text{min}} = \text{Comparative price of lowest acceptable bid} \]

5. Points awarded for B-BBEE Status Level of Contribution

5.1 In terms of Regulation 5 (2) and 6 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

<table>
<thead>
<tr>
<th>B-BBEE Status Level of Contributor</th>
<th>Number of points (90/10 system)</th>
<th>Number of points (80/20 system)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>10</td>
<td>20</td>
</tr>
<tr>
<td>2</td>
<td>9</td>
<td>18</td>
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<tr>
<td>3</td>
<td>8</td>
<td>16</td>
</tr>
<tr>
<td>4</td>
<td>5</td>
<td>12</td>
</tr>
</tbody>
</table>
5.2 Bidders who qualify as EMEs in terms of the B-BBEE Act must submit a certificate issued by an Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor. Registered auditors do not need to meet the prerequisite for IRBA’s approval for the purpose of conducting verification and issuing EMEs with B-BBEE Status Level Certificates.

5.3 Bidders other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.

5.4 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.

5.5 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 bid.

5.6 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.

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

5.8 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

6. BID DECLARATION

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

7. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.3.1.2 AND 5.1

7.1 B-BBEE Status Level of Contribution: \[ ............ = ............ \] (maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or an Accounting Officer as contemplated in the CCA).

8 SUB-CONTRACTING
8.1 Will any portion of the contract be sub-contracted?  YES / NO (delete which is not applicable)

8.1.1 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?  YES / NO (delete which is not applicable)

9 DECLARATION WITH REGARD TO COMPANY/FIRM

9.1 Name of company/firm ..............................................................................................................  :

9.2 VAT registration number : ........................................................................................................

9.3 Company registration number ...............................................................................................

9.4 TYPE OF COMPANY/ FIRM

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

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

..................................................................................................................................................
..................................................................................................................................................
..................................................................................................................................................

9.6 COMPANY CLASSIFICATION

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

9.7 Total number of years the company/firm has been in business? ............................................

9.8 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-BBEE status level of contribution indicated in paragraph 7
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
paragraph 7, 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 contribution 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) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, 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. ........................................................................

..............................................................

SIGNATURE(S) OF BIDDER(S)

2. ........................................................................

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.

<table>
<thead>
<tr>
<th>Item</th>
<th>Question</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
</table>
| 4.1  | Is the bidder or any of its directors listed on the National Treasury’s Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?  
(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 audi alteram partem rule was applied).  
The Database of Restricted Suppliers now resides on the National Treasury’s website([www.treasury.gov.za](http://www.treasury.gov.za)) and can be accessed by clicking on its link at the bottom of the home page. | Yes | No |
| 4.1.1| If so, furnish particulars:                                                                                                                                                                            |     |    |
| 4.2  | Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?  
The Register for Tender Defaulters can be accessed on the National Treasury’s website ([www.treasury.gov.za](http://www.treasury.gov.za)) by clicking on its link at the bottom of the home page. | Yes | No |
| 4.2.1| If so, furnish particulars:                                                                                                                                                                            |     |    |
| 4.3  | Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years? | Yes | No |
| 4.3.1| If so, furnish particulars:                                                                                                                                                                            |     |    |
| 4.4  | Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract? | Yes | No |
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 consortium\(^3\) 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

TERMS OF REFERENCE FOR THE APPOINTMENT OF THE SERVICE PROVIDER FOR THE PROVISION OF HELICOPTER SUPPORT SERVICE WITH FULL CREW COMPLIMENT FOR THE BRANCH: OCEAN AND COASTS SEASONALLY FOR A PERIOD OF 4 (FOUR) YEARS.
1. PURPOSE

To appoint a service provider for the provision of Helicopters with full Crew compliment to the Department of Environmental Affairs (DEA) Branch: Oceans and Coasts seasonally for a period of 4 (four) years.

2. INTRODUCTION AND BACKGROUND

2.1. The Department of Environmental Affairs is responsible for the management of South Africa’s participation in Antarctica (Sanae) and Sub-Antarctic (Marion and Gough) Islands logistics operations. Annual relief voyages are undertaken to these remote stations in order to conduct research, maintenance, replenish supplies (food, fuel, etc.) and the changeover of overwintering expedition teams.

2.2. During these expeditions, offloading (from the ship), back loading of cargo and the transfer of passengers are performed by helicopters. These Helicopters are accommodated on the Ship throughout the voyage.

2.3. The Helicopters operate in extreme weather conditions. In Antarctica the helicopters are also used to dispatch scientific field parties to areas not accessible over land. In this vast, hostile and unpredictable environment, Helicopters also play a crucial role for search and rescue purposes.

2.4. In Antarctica, helicopters are used to carry out most passenger movement. Of extreme importance in the vast and unpredictable continent is SEARCH and RESCUE (SAR). which in most cases can only be conducted by use of helicopters

3. OBJECTIVES

The appointment of the service provider will enable the department to access necessary Helicopter facilities and qualified crew in order to perform the logistics mandate for Antarctica and the sub-Antarctic Islands effectively and in a safe manner.
4. SCOPE AND EXTENT OF WORK

4.1. Relief voyages are undertaken annually for each of the three remote stations. During these relief voyages, research, restocking and maintenance is undertaken.

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

4.3. The Helicopters are expected to operate in very harsh conditions for example, extreme winds, snow, ice, low visibility, rough terrain and imbalanced contrast.

4.4. In Antarctica, the helicopters are used to deploy scientific field parties to areas not accessible over-land. In addition the Helicopters are used as a search and rescue facility in this vast, hostile and unpredictable environment.

4.5. Helicopter requirements are contained in 8.2 table 3 and Crew requirements are contained in 8.3 in table 4.

4.6. The DEA will provide JetA1 fuel for the use by the Helicopters. However the Service provider will supply empty 200 litre drums to store fuel for up to 20 hours flying time. The Service Provider must prove that they are authorised to certify the filling of fuel in drums to ensure that the decanting of fuel is done safely.

4.7. The Helicopters must be equipped with survival kits suitable for the applicable environment for each Passenger and Crewmember.

4.8. At least one Crew member must be accredited to oversee and certify the stropping and hooking of cargo, to ensure safe operations in compliance with CAA regulations.

4.9. The “Antarctic voyage” every year normally starts in the beginning of December and lasts between 75 to 85 days requiring about 120 flying hours.

4.10. The “Marion voyage” normally starts in the first days of April and lasts approximately 42 days requiring about 50 flying hours.

4.11. The “Gough voyage” is planned to leave always in the first days of September and lasts for approximately 36 days requiring about 20 flying hours.

Please Note: The above is the planned estimate of voyage duration and number of flight hours. Departure times, the length of stay and flying hours can vary. The department however, will only pay for the actual number of days and actual number of flights hours of each expedition.
5. ADDITIONAL INFORMATION ABOUT OPERATIONAL / CLIMATIC CONDITIONS

The helicopter support services invited through this bid will be rendered at Marion Island, Gough Island and Antarctica. The conditions at these sites are vastly different than conditions anywhere in South Africa and the Bidder should have a clear understanding of what is required and the conditions that prevail.

5.1. MARION ISLAND

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

5.1.2. The base at Marion is spread within 300 meters from the water’s edge and is between 40m and 90m above sea level. Nearly all of the cargo and personnel will be discharged by helicopter here. There are also 9 field huts spread around the island (one which is 800m above sea level). Limited cargo (generally one customized container per hut) and personnel are dispatched to the huts. Hazardous cargo (handy gas) is slung on top of the containers and transported to the huts. Because of sensitive seal, penguin and birds breeding colonies, there are “no fly-over zones” on the island, which means that the shortest distance from the base to a particular hut may not be a straight line.

5.1.3. The provisions governing flights over the islands as recorded in the Prince Edward Island Management Plan (attached) must be adhered to at all times. Flying conditions change drastically over very short periods of times, from blue sky to rainy conditions to snowing, from calm to storms with 60 knot winds and exceeding gusts.

5.1.4. Icing during flying is an ever present factor and must be taken strongly into consideration during flight planning. Pilots must be experienced in flying in these type of weather conditions, must
be able to analyse forecasts and plan the operations accordingly with "SAFETY" as a first priority.

5.2.  GOUGH ISLAND

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

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

5.2.3. It may be necessary to fly a limited number of flights to Tristan da Cunha Island (e.g. limited number of personnel; maintenance of automatic weather station). The conditions at Tristan da Cunha Island are similar to those at the Gough Island base and flying a limited number of hours. This is included in the number of hours and days presented in section F.

5.2.4. The helicopter operations both Gough and Marion Island are essentially the transfer of passengers and cargo from ship to shore and vice versa while in Antarctica additional services are required (see later).

5.3.  ANTARCTICA - SANAE

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

5.3.2. Antarctica is a continent of extremes (coldest, highest, windiest, etc.). Operational conditions here are far from ideal. Helicopters should be able to operate in temperatures of down to -30°C (absolute minimum for Antarctic Summer), winds of up to 40 knots with very low humidity and low visibility.

5.3.3. Aircraft should therefore be suitably equipped (winterized with the necessary modifications and instrumentation) to operate safely in these conditions. All helicopters must be fitted with heaters for passenger flights.

5.3.4. A summary of services required during the Antarctic voyages which forms part of bid is as follows: Bidders are to indicate compliance for each point mentioned in Table 1 below.

<table>
<thead>
<tr>
<th>NO</th>
<th>SERVICES REQUIRED IN ANTARCTICA</th>
<th>COMPLY</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Ice reconnaissance from ship – in heavy pack-ice conditions to determine the easiest / safest passage through the ice.</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Coastline reconnaissance – to determine most suitable offloading site.</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Transporting (flying) up to approx 80 personnel and sensitive equipment from the ship to the SANAE base (± 250km/ 135nm) and back or E-base (±8 km from ice edge at Neumayer Station).</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Offloading (and back-loading) cargo from ship onto the ice shelf (5m to 8m high, but can also be occasionally 30 – 45m high) in the absence of a ramp or while a ramp is still under construction.</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Dispatch field scientists / teams and their equipment to areas not accessible by any other means. Have to cargo sling skidoos and fuel over long distances, etc.</td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Fly technicians and equipment (e.g. long masts) to high peaks 2000m above sea level and more) to install VHF bi-directional repeater stations.</td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>Establish emergency depots (fuel, supplies, safety equipment, etc.) for Search and Rescue purposes.</td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>Provide a Search-and-Rescue Service for DEA activities and operations, and also in</td>
<td></td>
</tr>
<tr>
<td>NO</td>
<td>SERVICES REQUIRED IN ANTARCTICA</td>
<td>COMPLY</td>
</tr>
<tr>
<td>----</td>
<td>-------------------------------------------------------------------------------------------------</td>
<td>--------</td>
</tr>
<tr>
<td></td>
<td>conjunction with other international operators in the Dronning Maud Land area of Antarctica.</td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>Visit other international Antarctic bases for inspections, scientific research etc.</td>
<td></td>
</tr>
</tbody>
</table>

**NB: It is of extreme importance that:**

- **A** The helicopters should be appropriately equipped to operate safely under the harsh conditions in Antarctica.
- **B** Carry sufficient spares and have the necessary expertise to provide an uninterrupted service for the full duration of the Antarctic expedition. At all times, additional headsets for at least 2 passengers per helicopter are required.
- **C** Have the capacity (both aircraft and staff) to evacuate approximately 80 persons with minor luggage from SANAE to the ship / E-base within a 24 hour period.
- **D** The bidder has to have SOS International (or similar provision) for their own crew members, in case of any medical emergency to guarantee the safe transport to SA or any other place where advanced medical treatment can be administered.
- **E** The bidder has to take responsibility for all eventualities on each voyage including accidents, incidents, etc caused by the bidder directly or indirectly. Any costs including evacuation, etc. in such cases will be for the bidder's account.

### 6. GENERAL INFORMATION REGARDING ACTIVITIES IN ANTARCTICA AND THE ISLANDS

**6.1.** Discharging of cargo and personnel as well as back-loading is done exclusively by helicopter at the Islands. The ship is furthermore, never completely stationary during the discharging or back-loading operations.

**6.2.** The ship is turned broadside into the wind for these operations; so it is drifting as a result of the wind. Swell and wave action also causes vertical movement of the flight decks. Furthermore, everybody is pressed for time during these expeditions to the Islands (and also to Antarctica); so it is imperative that all the cargo and personnel be discharged immediately upon arrival within a very limited time (weather permitting).
6.3. The requirement at Marion Island is approximately 80 containers and 80 personnel within one day and at Gough Island approx 30 containers and 40 personnel in fair to good flying conditions.

6.4. It is therefore of extreme importance that the successful bidder provides operators/crew with extensive deck borne cargo-slinging experience. These operators will have to offload and back-load from/onto a platform that not only moves horizontally but also vertically.

6.5. Precision flying is required as these containers have to be positioned in confined spaces in predetermined precise spots. (There is no other means of moving these containers on the Islands i.e. vehicles, forklifts etc.).

7. RESPONSIBILITIES OF THE DEPARTMENT:

7.1. The DEA reserves the right to have the helicopters, spares availability, support equipment, all relevant documentation, crew documentation and experience level, inspected by the CAA of South Africa, or by any specialist appointed by the Department. This inspection and examination will be conducted prior to the awarding of the bid and could be conducted before each voyage.

7.2. In addition, the Department will provide the following;

- Aviation fuel (quantities to be determined by the successful bidder in consultation with the responsible officer appointed by the Department).
- Basic food and accommodation on the ship and the bases.
- Protective clothing for each voyage (list of clothing available from DEA and is to be handed back after each voyage). Any other protective clothing requirements will have to be provided by the successful service provider.
- Strops, nets, containers for cargo slinging.
- Transport of crew, helicopters, and equipment by ship to point of operation.
- Limited medical provision on board the departmental ship as well at the different base stations.

7.3. Due to the Helicopter Crew on standby for search and rescue purposes for the duration of the voyage they will not be permitted to consume any intoxicating substances.
8. REQUIREMENTS OF THE BIDDER:

Service provider/s are required to indicate their compliance to the following requirements and must provide the necessary documentary evidence to substantiate their responses.

8.1. OPERATIONS:

Table 2

<table>
<thead>
<tr>
<th>NO.</th>
<th>DESCRIPTION</th>
<th>COMPLY: YES / NO</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Testing (for compliance to the specification and climatic requirements) of fuel by a SABS approved organization will be the responsibility of the bidder. Results of test of existing bulk fuel on-board the ship to be made available 3 weeks prior to each departure. The cost of such testing will be borne by the successful service provider. Evidence of technical capability to provide a professional commercial service under these specific conditions.</td>
<td>YES / NO</td>
</tr>
<tr>
<td>2</td>
<td>Licensed, qualified and experienced pilots and crew (provide details of the individuals and the necessary qualifications / certificates / license etc. This includes a comprehensive CV for every participating crewmember.)</td>
<td>YES / NO</td>
</tr>
<tr>
<td>3</td>
<td>Medically fit personnel (DEA standard as per attached Annexure C). All medical certificates to be submitted to DEA one month prior to sailing.</td>
<td>YES / NO</td>
</tr>
<tr>
<td>4</td>
<td>Company profile and evidence of relevant experience in executing similar operations including company registration.</td>
<td>YES / NO</td>
</tr>
<tr>
<td>5</td>
<td>Relevant and verifiable reference list of clients for whom similar projects were executed over the past five years.</td>
<td>YES / NO</td>
</tr>
<tr>
<td>6</td>
<td>Have extensive deck borne cargo-slinging experience, also non - containerized item over considerable distances, not exceeding 200km</td>
<td>YES / NO</td>
</tr>
<tr>
<td>7</td>
<td>Be able to offload, back-load cargo from fore- and aft-deck of departmental ship.</td>
<td>YES / NO</td>
</tr>
<tr>
<td>8</td>
<td>Be able to land and take-off from a moving platform (ship), mostly under less than ideal conditions</td>
<td>YES / NO</td>
</tr>
<tr>
<td>9</td>
<td>It is the intention of the Department to encourage transformation in this sector. Bidders are required to demonstrate how they have or will achieve</td>
<td>YES / NO</td>
</tr>
</tbody>
</table>
transformation through the appointment of previously disadvantaged individuals over the period of this bid. Information should not only include the steps to be taken, but how the bidder intends addressing the active participation of the previously disadvantaged individuals at the various levels in the operations required by the Department over the period of the bid. Service provider must indicate how they intend to capacitate the junior staff. This will be monitored throughout the duration of the contract.

10 Training of crew / pilots for gaining experience under these conditions is the responsibility of the bidder and will allowed. However should this require additional personnel the cost (food and accommodation) will be for the bidder’s account. Any accident, incidents or injury caused by a trainee will be the bidder’s responsibility.

11 Should either aircraft somehow fail and the required service for that particular aircraft cannot be rendered and it requires to be returned (with the ship) to South Africa to fetch another machine to salvage the expedition, the cost will be prohibitive (e.g. additional per day operational cost of ship; lost productivity on the Islands, additional logistical arrangements and personnel costs etc.) and will be borne by the Bidder. Accordingly, careful thought of backup equipment and spares is required.

8.2. HELICOPTER REQUIREMENTS /SPECIFICATIONS

Table 3

<table>
<thead>
<tr>
<th>NO.</th>
<th>DESCRIPTION</th>
<th>PROOF OF COMPLIANCE</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>The two helicopters must at least be Medium Sized Twin Engine helicopters equipped and crewed for all weather operations.</td>
<td>YES / NO</td>
</tr>
<tr>
<td>2</td>
<td>Minimum lifting (cargo slinging) capacity with a minimum of 1 hour flying time fuel on board must be not less than 1500 kg.</td>
<td>YES / NO</td>
</tr>
<tr>
<td>3</td>
<td>Passenger carrying capacity – minimum of 8 passengers with limited luggage in size and weight, (±10kg) per person.</td>
<td>YES / NO</td>
</tr>
<tr>
<td>NO.</td>
<td>DESCRIPTION</td>
<td>PROOF OF COMPLIANCE</td>
</tr>
<tr>
<td>-----</td>
<td>-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------</td>
<td>---------------------</td>
</tr>
<tr>
<td>4</td>
<td>Flying range – 600km (324nm), no reserves.</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Ferry tanks to increase the range of flying for SAR (or any other eventuality) to a total of 950km (512nm.)</td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Equipped with floating device to fly over open water for distances not exceeding 55km / 30nm. (In an emergency situation, the distance could be extended to 370km / 200nm, but only under certain conditions).</td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>Hoisting capability for at least one aircraft for SAR operation of 300 metre and 300 kg.</td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>Both helicopters are required to have all the necessary operational and safety instrumentation (e.g. GPS, radar and radar altimeter, DF, etc) for safe operations.</td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>The helicopter must be equipped to fly in IMC. (It would be for the bidder’s advantage if the aircraft is licensed for IFR operation but it is not a requirement).</td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>It will be advantageous for the bidder to have de-icing equipment. However, the aircraft has to have the required specification to operate safely in Antarctic and sub-Antarctic conditions. This includes a fully functional heating system for the passenger cabin.</td>
<td></td>
</tr>
<tr>
<td>11</td>
<td>Both helicopters have to have “Spider track” or any suitable tracking system installed which has to be fully functional in Antarctica and will guarantee the monitoring and call up of the aircraft’s present position at any given time and location.</td>
<td></td>
</tr>
<tr>
<td>12</td>
<td>Both A/C have to be equipped with, or at least carry a mobile Satellite Communication Equipment.</td>
<td></td>
</tr>
<tr>
<td>13</td>
<td>Both A/C have to have VHF, HF, and Marine band. The bidder’s communication equipment and operating frequencies must be compatible with the Department’s and comply to Local Authority and Civil Aviation requirements. (These details can be obtained from the Department).</td>
<td></td>
</tr>
<tr>
<td>14</td>
<td>The Bidder has to carry sufficient spares, personnel and expertise to provide uninterrupted service for the full duration of each expedition.</td>
<td></td>
</tr>
<tr>
<td>NO.</td>
<td>DESCRIPTION</td>
<td>PROOF OF COMPLIANCE</td>
</tr>
<tr>
<td>-----</td>
<td>-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------</td>
<td>---------------------</td>
</tr>
<tr>
<td>15</td>
<td>The bidder has to carry the necessary survival kit / equipment / rations for their own personnel.</td>
<td>YES / NO</td>
</tr>
<tr>
<td>16</td>
<td>The bidder has to provide all the necessary equipment (pumps, drip trays, fuel absorbent mats etc.) to refuel from 200 litre drums at, and away from the base.</td>
<td></td>
</tr>
<tr>
<td>17</td>
<td>When operating from the ship, helicopters will refuel from bulk fuel tanks. Operators have to familiarize themselves with the system and procedures as well as fire-fighting equipment and procedures (special precaution must be taken for extreme high static conditions in Antarctica during refuelling).</td>
<td></td>
</tr>
<tr>
<td>18</td>
<td>The bidder has to provide enough empty, clean and specified 200 litre fuel drums to fill the drums on the ship at Marion Island with Jet A1 from the ships bulk tank. The amount of drums for the fuel depends on the bidder's type of helicopter and its consumption per flying hour, but must be enough to guarantee a flying time of at least 20 hours on the island whilst the ship is away on scientific research.</td>
<td></td>
</tr>
<tr>
<td>19</td>
<td>The bidder has to guarantee spill free filling on board the research vessel, as well the necessary equipment to seal the drums after filling. The bidder must make provision to supply 2 cradles which can take 9 drums at the time to be slung from the ship to the island.</td>
<td></td>
</tr>
<tr>
<td>20</td>
<td>The bidder must comply with all Civil Aviation Authority of South Africa safety regulations and standards.</td>
<td></td>
</tr>
<tr>
<td>21</td>
<td>The bidder has to have and provide all necessary qualifications of staff / certificates to provide a professional commercial service. This includes a valid AMO to conduct maintenance at SANAE and Marion stations.</td>
<td></td>
</tr>
<tr>
<td>22</td>
<td>The bidder has to be able to provide passenger briefings prior to each flight, and issue hearing protection and life vests. At least 2 additional headsets per helicopter must be provided for passengers.</td>
<td></td>
</tr>
<tr>
<td>23</td>
<td>Operators (pilots, flight-and ground crew) must be fluent in English – writing and speaking, (minimum LPR 4)</td>
<td></td>
</tr>
<tr>
<td>24</td>
<td>At least one aircraft has to be fitted with an Emergency Medical Service Rack</td>
<td></td>
</tr>
<tr>
<td>25</td>
<td>Both helicopters must be registered in South Africa under a &quot;ZS-Registration&quot;.</td>
<td></td>
</tr>
<tr>
<td>NO.</td>
<td>DESCRIPTION</td>
<td>PROOF OF COMPLIANCE</td>
</tr>
<tr>
<td>-----</td>
<td>-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------</td>
<td>---------------------</td>
</tr>
<tr>
<td></td>
<td>(Should the successful bidder be from outside South Africa, or intend to use a helicopter/s registered outside of the South African registered equipment, a six (6) month period would be allowed to register the equipment and validate the crew in South Africa)</td>
<td></td>
</tr>
<tr>
<td>26</td>
<td>The bidder must obtain approval of the department should they wish replace any of the aircraft – specified in the bid.</td>
<td></td>
</tr>
<tr>
<td>27</td>
<td>At least a month prior to departure from Cape Town, the service provider will be required to present to the Department proof of the current licensing and registration of the helicopters.</td>
<td></td>
</tr>
</tbody>
</table>

**8.3. CREW REQUIREMENTS / QUALIFICATIONS AND EXPERIENCE**

8.3.1. In order to conduct a safe operation, headed by an experienced team leader, the crew should consist of a minimum of ten (10) persons and a maximum of 12 persons.

8.3.2. Any change/s to the members of the crew for an up-coming voyage has to be provided to the Department for approval which must include the required license, documentation, etc. for the person/s in question, four (4) weeks before departure with the current completed crew list.

8.3.3. At least 1 pilot per helicopter must have experience in operating in high latitudes and from moving platforms (ships). Support Functions can be combined but must not compromise the service to be rendered. The composition of the crew / team is as follows:

- 1 x Team leader
- 1 x Senior Captain
- 1 x Line Captain
- 2 x First Officers
- 1 x Senior Engineer
- 2 x Junior Engineers / crewmen
- 1 x Helicopter Landing Officer (HLO) / Safety officer
- 1 x Fireman
- 1 x Refueler
- 1 x Technical assistant
8.3.4. Where the service provider can utilise the same crew member for another function, this will be allowed on condition that the Department is informed appropriately.

9. SPECIFIC INFORMATION ON THE MINIMUM REQUIREMENTS FOR EACH CREW / TEAM MEMBERS

9.1. Team Leader
Must also be an independent (type rated on aircraft used in operation) pilot that will act as standby pilot if so required. The team leader must have experience of flying operations in Antarctica and the Sub-Antarctic Islands. Have good leadership skills who has to manage the team under demanding conditions. Must be able to work with, provide and produce all documentation related to the operation.

9.2. Senior Captain:
Complete documentation of the captain must be provided with the Bid including Airline Transport Pilot Licence - Helicopter ALTP (H) License with current Instrument Flight (IF) rating required, type number and ratings, total hours flown on each type to be used, hours flown over last 12 months in general and hours flown on each type of helicopter over the last 6 months. Years of appropriate experience, including details experience of snow/ice operations in Antarctica is required.

Both Commanders must be cross-rated if two different helicopter types are to be used. The Commanders have to have extensive deck borne and non-containerized cargo slinging experience over a considerable distance, but not exceeding 235km /127nm. They have to be able to off-and back-load cargo from the fore/aft deck of the ship, exercise precision placing of the cargo in sometimes confined areas, and be able to land and take-off from a moving platform (ship).

9.3. Line Captain:
ATPL (H) License with current IF rating required, type number and ratings, total hours flown on each type to be used, hours flown over the last 12 months in general and hours flown on type over the last 6 months. Years of appropriate experience, and must have some experience of snow/ice operations. Both Commanders must be cross-rated if two different helicopter types of helicopters are used.
The commander has to have extensive deck borne and non-containerized cargo slinging experience over a considerable distance, but not exceeding 235-km/127 nm. Has to be able to off and back-load cargo from fore/aft deck of the supply ship, exercise precision placing of the cargo in sometimes confined area, and be able to land and take-off from a moving platform (ship).

9.4. **First Officer:**
Minimum Commercial Pilot License CPL (H) with current IF rating required. Fully rated on type with cargo / sling rating. (The First Officer must be signed out and capable of flying the aircraft in an emergency, if so required). A proof of flying hours on each type of helicopter is required.

9.5. **Senior Engineer:**
Fully licensed on type, duel rated if two different helicopters are to be used. Licensed to fly as a crewman on cargo or winch operations, and must have ship’s operation experience.

9.6. **Junior Engineer:**
Must have completed their trade test and must have some experience on each type of helicopter which has to be maintained during the voyage. At least one must be able to act as crewman during cargo operations to conduct precision patterns or conduct winch operations. At least one must be a crewman

9.7. **Helicopter Landings Officer (HLO) / Safety Officer:**
The HLO must have done an approved HLO Trainings Course and be certified. Have experience on ship operations. One crew member must act as a Safety Officer must work closely with, and must be able co-ordinate the operation with the ship’s safety officer.

9.8. **Fireman:**
The Fireman has to be a “job specific”, certified person. Position is on the helideck, next to the HLO and or safety officer works in co-ordination with the ship's fire fighting team.

9.9. **Refueller:**
The Refueller will be responsible for the refuelling of the helicopter as well as the pumping of fuel from the ship to the specified drums when required.
9.10.  Technical assistant:

   The technical assistant should ideally be an Engineering apprentice who helps the licensed engineers in maintaining the helicopters.

**BIDDERS ARE TO INDICATE PROOF OF COMPLIANCE FOR THE CREW COMPLEMENT IN THE TABLE BELOW:**

<table>
<thead>
<tr>
<th>NO.</th>
<th>DESCRIPTION</th>
<th>Comply YES / NO</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>1 x Team Leader</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>1 x Senior Captain</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>1 x Line Captain</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>2 x First Officer</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>1 x Senior Engineer</td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>2 x Junior Engineer/Crewman</td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>1 x HLO/Safety Officer</td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>1 x Fireman</td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>1 x Refueler</td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>1 x Technical Assistant</td>
<td></td>
</tr>
</tbody>
</table>

**10. GENERAL**

The following general rules will be applicable to this service:

<table>
<thead>
<tr>
<th>NO.</th>
<th>DESCRIPTION</th>
<th>COMPLY YES / NO</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Helicopters will be transported per ship to the respective research stations.</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Helicopter personnel will be subject to all the rules and regulations of the DEA on the ship and at the bases and will fall under the supervision of the DCO for the duration of the voyage. The DCO will be the only designated official to authorise all flights. However with regard to the safety of the flight operation, the captain / commander takes full responsibility.</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Helicopter operators/personnel report to the DCO (determine operations, e.g. operation times, sequence of task, passengers etc.)</td>
<td></td>
</tr>
</tbody>
</table>
4. All flight orders will only be issued and authorized by the DCO (this includes any passengers on flights).

5. Discharge of cargo and passengers are mainly done by helicopter at the islands.

6. Most cargo is containerized; however, non-containerized items (e.g. long mast, gas cylinders, skidoos, etc) have to be cargo slung for considerable distances. The containers are custom built for cargo slinging purposes (Dimensions: 2.2 meter long, 1.2 meter wide, 1.2 meter high, empty weight - 535 kg and loaded weight – not exceeding 1500 kg).

7. Helicopter personnel must be in possession of a valid passport and its expiry date must exceed the return date of the voyage in progress by at least six (6) months. The passport also has to have a minimum of three (3) blank pages left.

8. The service provider will be responsible for the safeguarding of their aircraft and equipment at all times for the duration of the voyage (deck handling equipment, tie down chains, blade folding equipment, etc. on the ship and at the bases).

9. The Bidder will be responsible for clearing the aircraft, spares, equipment etc. through Customs before and after each voyage.

10. The Bidder must arrange their own transport for the spares, equipment, personnel etc. to and from the Cape Town harbour.

11. All aircraft and spares to be onboard and secured one (1) day prior to sailing, and offloaded one day after docking.

12. Ferry to the ship at Cape Town harbour and back will be borne by the service provider.

13. Only actual airborne (flying) time to be charged. This is done generally from wheels up to wheels down and counted in decimal points e.g. 0.1 hrs, 0.9hrs, 1.1 etc. However, if the operation requires waiting time in the field for loading, or if the aircraft cannot be shut down for operational reason, (high altitude, cold weather operation, etc.) then this ground time is counted as flying time and can be charged to the Department.

14. All daily stand-by rates are determined from the day when the ship leaves the harbour to the three remote stations until the day of return.

15. A third party insurance of a minimum of US$ 300,000,000 must be carried by the successful bidder for the whole period of the contract.

16. The service provider must make all arrangements / provisions to operate / fly in the
<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>17</td>
<td>The Team Leader who is responsible for a specific voyage has to attend the relevant logistic, cargo and SAR planning meetings whenever and wherever required.</td>
</tr>
<tr>
<td>18</td>
<td>Bidder has to supply hooks, swivels and slings for cargo slinging, which have to be inspected and certified by an accredited service provider.</td>
</tr>
<tr>
<td>19</td>
<td>Service provider to supply the necessary tie-down strops and nets to secure internal cargo.</td>
</tr>
<tr>
<td>20</td>
<td>During voyages, a written weekly report (every Monday) by the team leader must be submitted to the DCO as well the Director: Southern Oceans and Antarctic Support in a prescribed format.</td>
</tr>
</tbody>
</table>
| 21 | After every voyage the following documents have to be submitted:  
  1. A comprehensive voyage report.  
  2. All Captain’s logs (including passenger manifest for the relevant flights).  
  3. Weight and Balance sheet must be kept on record for the full duration of the contract (for inspection if so required). |
| 22 | An official order will be issued by the department for the estimated cost prior to the departure. Any additional hours and days (over and above) the agreed order has to be approved by the delegated authority. |
| 23 | Only invoices with the relevant documentation (voyage report), signed off flight hours, etc.) will be processed by this department. Invoices will be paid within 30 days of receipt of such. |
| 24 | The specific requirements for each expedition will be confirmed with the successful Bidder one-month prior to sailing. Any unusual or extra-ordinary request for that particular expedition will be conveyed to the Bidder at this time to allow proper planning - e.g. long range flights required, therefore auxiliary tanks needed, or extra heavy equipment to be lifted or assistance with construction of a crane.  
A Penalty of 5% of the bid price will be effected in case of defaults on non-compliance by service provider. |
| 25 | In Antarctica and on Marion Island the helicopters will be station based and during Gough Island voyages they will be ship-based for the duration of the take-over periods. |
11. EXPECTED DELIVERABLES / OUTCOMES

11.1. The following will be required pre, during and post the voyage as applicable:

- The Crew list and certification of the Crew members
- Valid Passports
- Up to date medical assessment of all Crew members.
- Proof of airworthiness as confirmed by an Authorised Inspectorate must be furnished prior departure from Cape Town.
- Pre and post voyage meetings
- Cargo planning meeting
- Detailed Captain’s logs;
- Weekly reports;
- End of voyage reports;
- Automated tracking reports;
- Incidents and near miss reports for all flights undertaken.
- Attend mandatory management meetings which will be held in Cape Town;
- Attend contract performance review meetings.
- Conduct flying operations as instructed by the Authorised DEA official

12. PERIOD / DURATION OF PROJECT / ASSIGNMENT

This Agreement shall endure for a period of 4 (four) years and it may be extended for a further period upon written mutual agreement between both Parties.
13. COSTING / COMPREHENSIVE BUDGET

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

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

*NB: Please ensure that costing is provided per helicopter as the DEA reserves the right to reduce the number of helicopters required.*
14. SPECIAL CONDITIONS OF CONTRACT

14.1. The performance measures for the delivery of the helicopter support service with full crew compliment for the branch: ocean and coasts seasonally for a period of 4 (four) years will be closely monitored by DEA.

14.2. The Service Provider/s will submit monthly and quarterly progress reports to the Programme manager, within 4 days after the end of each month and quarter for the duration of the project. Failure to submit the required reports on time will result in penalties. (To be amended per project)

14.3. The cost of landing the Helicopters and Crew in Cape Town will be for the Service Provider.

14.4. The Programme manager shall do the ongoing management of the Service agreement.

14.5. The Service Provider will be required to arrange the necessary permissions with the relevant authorities to access for the entering and exiting the Port.

14.6. The Service Provider/s must guarantee the presence of the Team Leader for the duration of each voyage.

14.7. 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.

14.8. Please take note that DEA is not bound to select any of the firms submitting proposals. DEA reserves the right not to award any of the bids and not to award the contract to the lowest bidding price.

14.9. Bidders must score a minimum of 75% for stage 1 (functionality/technical) of the evaluation to qualify for stage 2 (price and B-BBEE) of the evaluation.

14.10. The proposal should include, amongst other, the following:

- Comprehensive Helicopter specifications;
- Company profile;
- Reference letters from existing or past clients to be submitted containing the company letter head of the client;
- The Curriculum Vitae of the staff who will be available for the duration of the work must be attached. (Only where applicable)

14.11. The original Tax Clearance Certificate must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate may result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.
14.12. In bids where Consortia / Joint Ventures / Sub-contractors are involved, such must be clearly indicated and each party must submit a separate Tax Clearance Certificate before the Adjudication Committee. Failure to submit the original and valid Tax Clearance Certificate may result in the invalidation of the bid.

14.13. The bid proposals should be submitted with all required information containing technical information.

14.14. DEA Entity Maintenance form included in the bid documents must be completed and returned with the bid proposals).

14.15. A breakdown of the hourly tariff inclusive of value-added tax for services rendered. Expenditure incurred without the prior approval of the Programme manager will not be reimbursed.

14.16. DEA will not be held responsible for any costs incurred by the bidder in the preparation, presentation and submission of the bids.

14.17. Travelling costs and time spent or incurred between home and office of consultants and DEA office will not be for the account of DEA.

14.18. Intellectual property rights will belong to DEA (Only applicable if necessary) e.g., Source codes, reports, printing etc.

14.19. Bidders must submit two identical proposals for each bid clearly marked “original” and “copy”.

14.20. Progress reports (hard copy or soft copy) must be submitted weekly during a voyage and a comprehensive voyage report submitted within two weeks of returning from a voyage. Reports must be in Ms Word and PDF formats.

14.21. 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 finalisation of the agreement, DEA reserves the right to cancel the contract with no cost implications for the Department.

14.22. The evaluation of Bids can only be done on the basis of information required by the department.

14.23. *The Bid Evaluation Committee reserves the right to conduct due diligence during the evaluation process if necessary

14.24. Suppliers/Service Providers are requested to submit the original and valid B-BBEE Status Level Verification Certificate or certified copies thereof issued by verification agencies accredited by SANAS or registered auditors approved by IRBA together with their bids, to substantiate their B-BBEE rating claims, failing which the B-BBEE preference points claimed will be forfeited
14.25. 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 B-BBEE but will not be disqualified from the bidding process. They will score zero (0) points out of 10 for B-BBEE.

14.26. 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.

14.27. 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 bid.

14.28. Public entities and tertiary institutions must also submit B-BBEE Status Level Verification Certificates together with their bids.

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

14.30. A contractor is not allowed to sub-contract more than 25% of the contract value to another enterprise that does not have equal of higher B-BBEE status level, unless the intended sub-contractor is an EME (Exempted Micro Enterprise) that has the capability and ability to execute the sub-contract.

14.31. Prospective suppliers interested in pursuing opportunities with the Department and within the South African government, should be registered on the National Treasury Central Supplier Database. This self-registration application represents an expression of interest from the supplier to conduct business with the Department and the South African government.

14.32. **Compulsory briefing sessions will be held as follow:**

   Date: 24 May 2016
   
   Time: 10:00am
   
   Venue: East Pier Building 2, DEA Oceans and Coasts Branch office, East Pier Road, V&A Waterfront, Cape Town
15. EVALUATION CRITERIA

All bid proposals submitted will be evaluated in accordance with the 90/10 principle and the evaluation criteria should be as follows

**Values:** 0 = Non-compliance, 1 = Poor; 2 = Fair; 3 = Average; 4 = Good; 5 = Excellent

**Stage 1 evaluation criteria:** The bidder must score a minimum of 75% during Stage 1 (functionality/technical) of the evaluation to qualify for Stage 2 of the evaluation where only points for price and B-BBEE will be considered.

<table>
<thead>
<tr>
<th>STAGE 1</th>
<th>Category</th>
<th>Weight</th>
<th>Score</th>
<th>Total (Weight X Value awarded)</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>FUNCTIONALITY (To be determined by project managers in line with scope of work)</td>
<td>100</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.</td>
<td>Experience in the rendering of Aviation services Company Capability (profiles of key staff and persons to be assigned to the project). Experience and track record. (Company profile, CV's of Key personnel to be involved)</td>
<td>25</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>References provided by the clients of the bidder (Reference letters on client's letterheads indicating value of contract / project)</td>
<td>25</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>Financial Status of Bidder (Certified Audited Financial Statement to be provided for the past 3 years)</td>
<td>25</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td>Facilities available (To be inspected) – Helicopters, Hangars etc.</td>
<td>25</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
NB: A bid will not be disqualified from the bidding process if the bidder does not submit a certificate substantiating the B-BBEE status level of contribution or is a non-compliant contributor. Such a bidder will score 0 out of a maximum of 10 points for B-BBEE.

15.1. IN EVALUATING THE TECHNICAL INFORMATION CONTAINED IN THE BID, THE EVALUATION COMMITTEE WILL BE GUIDED BY THE FOLLOWING:

15.2. Capability and experience – The bid provides a clear indication that the bidder’s team comprises people with the necessary experience, skills, qualifications, knowledge and skills required to ensure the efficient and effective generation of the required deliverables to the highest standards of quality. The bid provides clear information on previous, relevant projects that confirm that the bidder has the required experience and success track record in the area of general project management and management related projects.

15.3. Contactable References where similar service has been rendered – The bid shall contain references letters from on the letterhead of the organisations to which services were rendered. It should at a minimum contain the following information.
15.4. **Financial status of bidder** – Since it is the prerogative of the department to pay suppliers within 30 (thirty) days, it would be prudent that the bidder demonstrates by means of audited financial statements that the organization will have the necessary cash flow to render the service timeously as no request for advance payment will be entertained. The bid should provide clear information on the financial standing of the organization as well as details of existing customers together with the annual contract value.

15.5. **Facilities Available** – The Bidder will allow for the inspection of their facilities where they will be evaluated on the physical capabilities of the Helicopter. The state of the hangars and other associated facilities. A demonstration will need to be provided in the form of a video showcasing a typical related activity conducted by the bidder. The bidder will need to produce compliance certifications and other key documents that will assist the committee in evaluating the capabilities of the bidder.

*END OF DOCUMENT*
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.
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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
“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.

“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.

“GCC” means the General Conditions of Contract.

“Goods” means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.

“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.

“Local content” means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.

“Manufacture” means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.

“Order” means an official written order issued for the supply of goods or works or the rendering of a service.

“Project site,” where applicable, means the place indicated in bidding documents.

“Purchaser” means the organization purchasing the goods.

“Republic” means the Republic of South Africa.

“SCC” means the Special Conditions of Contract.

“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 contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

21. Delays in the supplier’s performance

21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.

21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier’s notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier’s time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.

21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the
supplier’s point of supply is not situated at or near the place where the supplies are required, or the supplier’s services are not readily available.

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

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

22. Penalties

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

23. Termination for default

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

(a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;

(b) if the Supplier fails to perform any other obligation(s) under the contract; or

(c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

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

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

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

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

23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
   (i) the name and address of the supplier and / or person restricted by the purchaser;
   (ii) the date of commencement of the restriction
   (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 (NIP) Programme
33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.

34. Prohibition of Restrictive practices
34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).

34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.
34.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.
SUPPLIER REGISTRATION FORM 2015/2016

INVITATION FOR PROSPECTIVE SERVICE PROVIDERS TO REGISTER ON THE DEPARTMENTAL DATABASE OF SUPPLIERS FOR GOODS AND SERVICES. THE AIM OF THIS DATABASE IS TO INCLUDE AS MANY AS POSSIBLE SMALL BUSINESSES AND HISTORICALLY DISADVANTAGED INDIVIDUALS IN THE PUBLIC SECTOR PROCUREMENT PROCESS.

NB: Applications without the required documentation will not be accepted for registration

IMPORTANT NOTES

Business Opportunities – Please note that Registration on the Department of Environmental Affairs Supplier Database does not guarantee business opportunities. All procurement will be subject to the procurement and tender policy of the Department and applicable legislation.

Mandatory fields – Certain fields and documentation are mandatory to certain business types. Please ensure that all fields which are mandatory to your business type have been completed failure to which the application won’t be processed. If a field is not applicable to your business type clearly mark it as N/A. (Not Applicable)

Required documentation – Please refer to the Document Requirement Checklist to determine the mandatory supporting documentation required by your business type. Please ensure that all copies of Mandatory documents (certified copies, where applicable) are attached, Failure to which the application won’t be processed.

Completion of Questions – Please answer all questions, as incomplete forms will not be processed. Clearly Mark with an X, to state Yes, No or N/A to the questions asked.

Certified Documents – Please ensure that a Commissioner of Oaths has certified your Company Registration Document, Tax Clearance Certificate and other required documents.

Processing of Registration Forms – Your completed Registration Form will be processed, and, once verified, will be captured as an approved supplier on the department’s database. Suppliers will be notified in writing whether the application was approved or not.

Amendments – Please notify the department immediately of any changes to the verified information submitted.

Completion of forms – Forms that are not legible or incomplete will not be processed on the database.

Verification – verification of the information supplied will be performed against third party sources such as SARS, DTI, CIDB, etc. The Department of Environmental Affairs reserves the right to request additional information or documentation regarding this Registration form and request to conduct vetting and an audit when necessary.

Queries – Should you have any queries or if you require assistance in completing the registration form, please contact the department’s Supply Chain Management (SCM) on the contacts appended below.

Payment(s) – Payment(s) will be made within 30 days from receipt of an original invoice received at Supply Chain Management practitioners. Furthermore, the Department will not be liable for any late payments as a result of change of banking details by the supplier without formal prior notification to the Department.

Suppliers are advised to contact the Department of Environmental Affairs regarding the outcome of the registration thirty (30) days after submitting the registration form.

NB: Supplier MUST not render any service without departmental order number or letter confirming that the service may be rendered
1. DETAILS OF APPLICANT

1.1 NAME OF COMPANY

1.2 INCOME TAX REGISTRATION NUMBER

1.3 VAT REGISTRATION NUMBER

1.4 COMPANY REGISTRATION NUMBER (copy of registration to be attached)

Please √ the relevant box

1 Public Company (Ltd)
2 Private Company (Pty) Ltd
3 Close Corporation (CC)
4 Joint Venture
5 Consortium
6 Sole Proprietor
7 Foreign Company
8 Partnership
9 Trust
10 Section 21 Company
11 Government/Parastatal
12 Other (Specify)

1.5 POSTAL ADDRESS (compulsory)

1.6 ANNUAL TURNOVER per annum R
2. GENERAL DEFINITIONS

2.1 “Acceptable bid” means any bid which, in all respects, complies with the specifications and conditions of bid as set out in the bid document.

2.2 “Bid” means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods, works or services.

2.3 “Comparative price” means the price after the factors of a non-firm price and all unconditional discounts that can be utilised have been taken into consideration.

2.4 “Consortium or joint venture” means an association of persons for the purpose of combining their expertise, property, capital, efforts, skills and knowledge in an activity for the execution of a contract.

2.5 “Contract” means the agreement that results from the acceptance of a bid by an organ of state.

2.6 “Specific contract participation goals” means the goals as stipulated in the Preferential Procurement Regulations 2001. In addition to above-mentioned goals, the Regulations [12.(1)] also make provision for organs of state to give particular consideration to procuring locally manufactured products.

2.7 “Control” means the possession and exercise of legal authority and power to manage the assets, goodwill and daily operations of a business and the active and continuous exercise of appropriate managerial authority and power in determining the policies and directing the operations of the business.

2.8 “Disability” means, in respect of a person, a permanent impairment of a physical, intellectual, or sensory function, which results in restricted, or lack of, ability to perform an activity in the manner, or within the range, considered normal for a human being.

2.9 “Equity Ownership” means the percentage ownership and control, exercised by individuals within an enterprise.

2.10 “Historically Disadvantaged Individual (HDI)” means a South African citizen

(1) who, due to the apartheid policy that had been in place, had no franchise in national elections prior to the introduction of the Constitution of the Republic of South Africa, 1983 (Act No 110 of 1983) or the Constitution of the Republic of South Africa, 1993, (Act No 200 of 1993) (“the interim Constitution); and/or

(2) who is a female; and/or

(3) who has a disability:

provided that a person who obtained South African citizenship on or after the coming into effect of the Interim Constitution, is deemed not to be a HDI;

2.11 “Management” means an activity inclusive of control and performed on a daily basis, by any person who is a principal executive officer of the company, by whatever name that person may be designated, and whether or not that person is a director.
2.12 “Owned” means having all the customary elements of ownership, including the right of decision-making and sharing all the risks and profits commensurate with the degree of ownership interests as demonstrated by an examination of the substance, rather than the form of ownership arrangements.

2.13 “Person” includes reference to a juristic person.

2.14 “Rand value” means the total estimated value of a contract in Rand denomination that is calculated at the time of bid invitations and includes all applicable taxes and excise duties.

2.15 “Small, Medium and Micro Enterprises (SMMEs) bears the same meaning assigned to this expression in the National Small Business Act, 1996 (No 102 of 1996).

2.16 “Sub-contracting” means the primary contractor’s assigning or leasing or making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract.

2.17 “Trust” means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person.

2.18 “Trustee” means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

2.19 “Trade Name” The trade names that the company owns or distributes, which you wish to be registered for as a supplier to the Department. Applicants should indicate this on page 5 of the application.

3. SHAREHOLDING STATUS AND GROUPING DETAILS

3.1 List all Shareholders by Name, Position, Identity Number, Citizenship, HDI status and Ownership, as relevant.

<table>
<thead>
<tr>
<th>Name</th>
<th>Position occupied in Enterprise</th>
<th>ID Number</th>
<th>Date RSA Citizenship obtained</th>
<th>*HDI Status</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
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<td></td>
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</tr>
</tbody>
</table>

*HDI Status:
- No franchise prior to elections
- Women: W, A
- Disabled: W, A
3.2 Contact Details

Main Contact person in your organization:

Name:
Company Position:
Cellphone number:
Fax number:
Email address:

Contact person responsible for sales in your organization:

Name:
Company Position:
Cellphone number:
Fax number:
Email address:

Points awarded for B-BBEE Status Level of Contribution

In terms of Regulation 5 (2) and 6 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

<table>
<thead>
<tr>
<th>B-BBEE Status Level Contributor</th>
<th>Number of points (90/10 system)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>10</td>
</tr>
<tr>
<td>2</td>
<td>9</td>
</tr>
<tr>
<td>3</td>
<td>8</td>
</tr>
<tr>
<td>4</td>
<td>5</td>
</tr>
<tr>
<td>5</td>
<td>4</td>
</tr>
<tr>
<td>6</td>
<td>3</td>
</tr>
<tr>
<td>7</td>
<td>2</td>
</tr>
<tr>
<td>8</td>
<td>1</td>
</tr>
<tr>
<td>Non-compliant contributor</td>
<td>0</td>
</tr>
</tbody>
</table>

Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor. Registered auditors do not need to meet the prerequisite for IRBA’s approval for the purpose of conducting verification and issuing EMEs with B-BBEE Status Level Certificates. Bidders other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.

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. 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 bid.

Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.

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

A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.
4. BUSINESS ACTIVITIES

4.1 LIST OF COMMODITY: PLEASE TICK WITH AN “X” ON THE RELEVANT OR APPROPRIATE COMMODITY

- ABET TRAINING
- ABITRATION, MITIGATION SERVICES
- AIR POLLUTION EQUIPMENT
- APPLICATION DEVELOPERS
- AUDIO RECORDING EQUIPMENT
- CHEMICAL ANALYSES IN SANAS ACCREDITED LABORATORIES (MICROBIOLOGICAL, ORGANIC AND IGORNAGIC)
- CLEARING OF ALIEN PLANTS
- COACHING FOR SMS
- COMMUNICATION SPECIALIST (WRITING AND PRODUCING INFORMATION)
- CONTRACT MANAGEMENT TRAINING
- DANGEROUS ANIMAL AWARENESS TRAINING
- DESIGNERS OF POSTERS AND PROMOTIONAL PLASTICS
- DIVERSITY TRAINING
- ENVIRONMENTAL AWARENESS
- ENVIRONMENTALLY FRIENDLY CLEANING MATERIAL
- ETIQUETTE TRAINING
- ENVIRONMENTALLY FRIENDLY AND RECYCLABLE PROMOTIONAL ITEMS
- EXTERNAL COMMUNICATIONS (TOUCH SCREEN INFORMATION KIOSK, CUSTOMER SERVICE FEED BACK DEVICE)
- EXTERNAL COMMUNICATIONS (MEDIA MONITORING, MEDIA ANALYSIS, MEDIA TRAINING, MEDIA BRIEFING)
- FACILITATORS OF PEOPLE AND PARKS TOOLKIT TRAINING
- FIELD SAFETY AND SURVIVAL TRAINING
- FIRE FIGHTING TRAINING
- FIRST AID TRAINING
- FITNESS TRAINING
- FURNITURE REMOVAL SERVICES
- GEOSPATIAL DATA INFORMATION DEVICES
- HEALTHY AND SAFETY TRAINING
- HEALTH AND WELLNESS PROFESSIONALS
- HERBICIDE APPLICATOR TRAINING
- ICT HARDWARE/CONSULTING SERVICES
- INSTALLATION AND ELECTRICITY MAINTANANCE (REGISTERED WITH RELEVANT ELECTRICITY BOARD)
- JOURNAL SUBCRIPTIONS
- LAND SURVEYORS
- LANGUAGE INTERPRETERS (TRANSLATORS, TRANSCRIPTION ETC)
- LEGISLATION DRAFTERS
- LITIGATION PROTOCOL
- MARQUEES
- MEDIATION / FACILITATION / ARBITRATION / ADMINISTRATION AND CASE MANAGEMENT
- MINING GUIDELINES DRAFTERS
- MINING/SHIPPING TRAINING
- MOTIVATIONAL SPEAKERS
- NAME TAGS/DOOR NAMES
- PERSONAL FINANCES TRAINING
- PLOTTER CONSUMABLES AND MAINTENANCE
- PRINTING, LAYOUT AND DESIGN (ATTACH PREVIOUS WORK DONE AND REFERENCES)
- PROFESSIONAL GEO SPATIAL INFORMATION
5. PROVINCES WHERE GOODS / SERVICE CAN BE PROVIDED: (Mark with X) (Mandatory)

<table>
<thead>
<tr>
<th>Western Cape</th>
<th>Gauteng</th>
</tr>
</thead>
<tbody>
<tr>
<td>Eastern Cape</td>
<td>North West</td>
</tr>
<tr>
<td>Free State</td>
<td>Limpopo</td>
</tr>
<tr>
<td>Northern Cape</td>
<td>Mpumalanga</td>
</tr>
<tr>
<td>Kwa-Zulu Natal</td>
<td></td>
</tr>
</tbody>
</table>

6. INDICATE WHETHER THE FOLLOWING MANDATORY DOCUMENTS ARE ATTACHED/SUBMITTED: (Mandatory)

<table>
<thead>
<tr>
<th>General</th>
<th>(Y/N)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Original Valid Tax Clearance Certificate</td>
</tr>
<tr>
<td>2</td>
<td>Company Registration certificate (CIPC)</td>
</tr>
<tr>
<td>3</td>
<td>BAS Entity Form (Attach bank letter and/or bank statement)</td>
</tr>
<tr>
<td>4</td>
<td>Original Valid BEE Rating Certificate (Not compulsory)</td>
</tr>
<tr>
<td>5</td>
<td>Company Owners and Share certificates, certified ID’s and agreements</td>
</tr>
<tr>
<td>6</td>
<td>Completed list of Commodities</td>
</tr>
</tbody>
</table>

Documentary proof or all of the above are required to ensure successful registration on the Supplier Database. Please indicate which of the following documents are attached. In the event of a document not being required please tick the N/A box.
NB: Suppliers who does not attach the above compulsory documents will be automatically rejected.

Declaration:

By completing this application form, the Firm declares that:

- It agrees to conform to the requirements of the Supplier Register as set out in this document.
- The Firm agrees to abide by the Procurement Policy.
- All the information supplied in this application is true and correct.
- The firm will, without protest, submit itself to procedures instituted by the department of Environmental Affairs.
- The Firm will, if requested to do so, supply further information and documentary evidence for scrutiny.
- The Firm will update their registration particulars whenever a significant change in their details occur and, in any event, at intervals of two years.

Duly authorized to sign on behalf of: ________________________________

<table>
<thead>
<tr>
<th>Signature</th>
<th>Name</th>
<th>Capacity</th>
<th>Date</th>
</tr>
</thead>
</table>

9. ENQUIRIES

Department of Environmental Affairs
Private Bag X447
Pretoria
0001
Database Administrators
Mr. S Ngomane  Mr. AC Maluleke  NW Mamojele
(012) 399 9070  Tel (012) 399 9059  Tel: (012) 399 9073
sngomane@environment.gov.za  Amaluleke@environment.gov.za  nmamojele@environment.gov.za

Suppliers operating in Western Cape, Northern Cape, Eastern Cape and Kwa-Zulu Natal provinces may hand deliver or mail applications to the following address:

Postal Address: Physical Address:
Department of Environmental Affairs, Department of Environmental Affairs,
Private Bag X4390 14 Loop Street,
Cape Town Cape Town
8000 8001

Database Administrators
Ms Andiswa Charlie Ms Shimone Hercules
(021) 819 2514 Tel: (021) 819 2517
acharlie@environment.gov.za  shercules@environment.gov.za.

Fax (021) 405 9494 Fax: (021) 405 9494
acharlie@environment.gov.za  shercules@environment.gov.za.
NB:

1. It remains the responsibility of the registered supplier/service provider to inform the Department immediately in writing of any change of address, banking details, telephone and facsimile numbers and, in particular, of any changes in respect of the equity ownership by historically disadvantaged individuals (HDI Status) and the small / medium / micro enterprise (SMME) status of the business.

2. Should a contract be awarded to a business as a result of incorrect particulars on the HDI/SMME status of that business, the Department shall have the right to, in addition to any other remedy that it may have in terms of the Preferential Procurement Regulations (2001), cancel the contract and to claim damages.

3. The Department reserves the right to enter into term contracts with any supplier (whether registered or not) for any category of goods or services if the frequency of procurement in the particular category warrants a term contract.

4. The Department will require the supplier upon request for a quotation, to complete the Standard Bidding Documents (SBD 9 and SBD 4) respectively to comply with National Treasury Practice notes.

5.

SIGNATURE OF AUTHORIZED PERSON

PRINT NAME: __________________________
DATE: __________________________

SBD 8

DECLARATION OF BIDDER’S PAST SUPPLY CHAIN MANAGEMENT PRACTICE

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.

<table>
<thead>
<tr>
<th>Item</th>
<th>Question</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>4.1</td>
<td>Is the bidder or any of its directors listed on the National Treasury's database as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the audi alteram partem rule was applied.)</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>4.1.1</td>
<td>If so, furnish particulars:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.2</td>
<td>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)?</td>
<td>Yes</td>
<td>No</td>
</tr>
</tbody>
</table>
To access this Register enter the National Treasury’s website, [www.treasury.gov.za](http://www.treasury.gov.za) click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 326 5445.

<table>
<thead>
<tr>
<th>4.2.1</th>
<th>If so, furnish particulars:</th>
</tr>
</thead>
<tbody>
<tr>
<td>4.3</td>
<td>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?</td>
</tr>
<tr>
<td>4.3.1</td>
<td>If so, furnish particulars:</td>
</tr>
<tr>
<td>4.4</td>
<td>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?</td>
</tr>
<tr>
<td>4.4.1</td>
<td>If so, furnish particulars:</td>
</tr>
</tbody>
</table>

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
CERTIFICATE OF INDEPENDENT QUOTATION DETERMINATION

1  This Standard Bidding Document (SBD) must form part of all quotations¹ 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 quotation 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 quotations are considered, reasonable steps are taken to prevent any form of quotation-rigging.

5  In order to give effect to the above, the attached Certificate of Quotation Determination (SBD 9) must be completed and submitted with the quotation:

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 QUOTATION DETERMINATION

I, the undersigned, in submitting the accompanying quotation:

________________________________________________________________________________________

in response to the invitation for the quotation 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 quotation 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 quotation, on behalf of the bidder;

4. Each person whose signature appears on the accompanying quotation has been authorized by the bidder to determine the terms of, and to sign the quotation, on behalf of the bidder;

5. For the purposes of this Certificate and the accompanying quotation, 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 quotation in response to this quotation invitation;

   (b) could potentially submit a quotation in response to this quotation 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\(^3\) 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 quotation;
   
   (e) the submission of a quotation which does not meet the specifications and conditions of the quotation; or
   
   (f) bidding with the intention not to win the quotation.

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 quotation invitation relates.

9. The terms of the accompanying quotation 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
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 a price quotation, advertised competitive bid, limited bid or proposal). 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): ..............................................

2.4 Company Registration Number: ................................................................................................

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  YES / NO
presently employed by the state?

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 attached proof of such authority to the bid document? YES / NO

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

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

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

2.8.1 If so, furnish particulars:
........................................................................................................
........................................................................................................
........................................................................................................

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

2.9.1 If so, furnish particulars.
........................................................................................................
........................................................................................................
........................................................................................................

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

2.10.1 If so, furnish particulars.

.................................................................
.................................................................
.................................................................

2.11 Do you or any of the directors / trustees / shareholders / members YES/NO
of the company have any interest in any other related companies
whether or not they are bidding for this contract?

2.11.1 If so, furnish particulars:

.................................................................
.................................................................
.................................................................

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

<table>
<thead>
<tr>
<th>Full Name</th>
<th>Identity Number</th>
<th>Personal Tax Reference Number</th>
<th>State Number / Employee Number</th>
<th>Employee Persal</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tr>
</tbody>
</table>

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 IN TERMS OF
PARAGRAPH 23 OF THE GENERAL CONDITIONS OF CONTRACT SHOULD THIS
DECLARATION PROVE TO BE FALSE.

................................................................. .........................................................
Signature Date

................................................................. .........................................................
Position Name of bidder

May 2011
# 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

<table>
<thead>
<tr>
<th>Registered Name</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Trading Name</td>
<td></td>
</tr>
<tr>
<td>Tax Number</td>
<td></td>
</tr>
<tr>
<td>VAT Number</td>
<td></td>
</tr>
<tr>
<td>Title:</td>
<td></td>
</tr>
<tr>
<td>Initials:</td>
<td></td>
</tr>
<tr>
<td>Full Names</td>
<td></td>
</tr>
<tr>
<td>Surname</td>
<td></td>
</tr>
<tr>
<td>Personal Number</td>
<td></td>
</tr>
</tbody>
</table>

## Address Detail

<table>
<thead>
<tr>
<th>Address</th>
<th>Physical</th>
<th>Postal</th>
</tr>
</thead>
<tbody>
<tr>
<td>(Compulsory if Supplier)</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Postal Code</th>
<th></th>
</tr>
</thead>
</table>

## New Detail

- [ ] New Supplier information
- [ ] Update Supplier information

**Supplier Type:**

- [ ] Individual
- [ ] Department
- [ ] Company
- [ ] Trust
- [ ] Partnership
- [ ] Other (Specify)
## 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).

<table>
<thead>
<tr>
<th>Account Name</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Account Number</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Branch Name</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Branch Number</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### 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

<table>
<thead>
<tr>
<th>Account Type</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
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</tbody>
</table>

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

<table>
<thead>
<tr>
<th>ID Number</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Passport Number</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Company Registration Number</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tbody>
</table>

- **CC Registration**
  - Please include CC/CK where applicable

<table>
<thead>
<tr>
<th>Bank Stamp</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
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</tbody>
</table>

### Supplier Contact Details

<table>
<thead>
<tr>
<th>Business</th>
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</thead>
<tbody>
<tr>
<td></td>
<td></td>
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<table>
<thead>
<tr>
<th>Area Code</th>
<th>Telephone Number</th>
<th>Extension</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Home</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Area Code</th>
<th>Telephone Number</th>
<th>Extension</th>
</tr>
</thead>
<tbody>
<tr>
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<td></td>
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</tbody>
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<table>
<thead>
<tr>
<th>Fax</th>
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</thead>
<tbody>
<tr>
<td></td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Area Code</th>
<th>Fax Number</th>
<th></th>
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<tbody>
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<td></td>
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</table>

<table>
<thead>
<tr>
<th>Cell</th>
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</thead>
<tbody>
<tr>
<td></td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Area Code</th>
<th>Cell Number</th>
<th></th>
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</thead>
<tbody>
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<td></td>
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</table>

<table>
<thead>
<tr>
<th>Email Address</th>
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<tbody>
<tr>
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</table>

<table>
<thead>
<tr>
<th>Contact Person:</th>
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<tbody>
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<table>
<thead>
<tr>
<th>Supplier Signature</th>
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<tbody>
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<table>
<thead>
<tr>
<th>Print Name</th>
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<table>
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<th></th>
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</thead>
</table>

**Date (dd/mm/yyyy)**

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