

ATTACHMENT OF PQ 1291

SOUTH AFRICAN



***CIVIL AVIATION
AUTHORITY***

INVITATION TO BID

DATE OF ISSUE: 20 NOVEMBER 2020

**YOU ARE HEREBY INVITED TO BID FOR THE REQUIREMENTS OF SOUTH AFRICAN
CIVIL AVIATION AUTHORITY**

BID NUMBER : SACAA/FIS/0007/2020 - 2021

TITLE : ACQUISITION OF FLIGHT INSPECTION SERVICES

BID SUBMISSION REQUIREMENTS: THREE (3) ENVELOPES
SUBMISSIONS MUST BE SUBMITTED IN ONE
ORIGINAL AND ONE COPY (SEE SPECIFICATIONS)

BID DOCUMENTS MUST BE DEPOSITED IN THE BID BOX SITUATED AT:

**ATTENTION: THE CHAIRPERSON
SACAA BID COMMITTEE
SOUTH AFRICAN CIVIL AVIATION AUTHORITY
BUILDING 14, TREUR CLOSE
WATERFALL PARK, BEKKER STREET, MIDRAND**

CLOSING DATE: 11 DECEMBER 2020

CLOSING TIME: 11H00

BID VALIDITY PERIOD: 90 DAYS

COMPULSORY BRIEFING SESSION: N/A

DATE: N/A

TIME: N/A

- 4.4. Amended bids may be sent, together with the original bid, in an envelope marked "Amendment to bid" and should be placed in the bid box before the closing date and time. An amendment bids without original bid document will not be considered.
- 4.5. The bidder is responsible for all the cost that they shall incur related to the preparation and submission of the bid document.
- 4.6. Kindly note that SACAA is entitled to amend any bid conditions, validity period, specifications, or extend the closing date of bids before the closing date. All bidders, to whom the bid documents have been issued, will be advised in writing of such amendments in good time.
- 4.7. SACAA reserves that right not to accept the lowest bid of any tender in part or in whole. It normally awards the contract to the bidder who proves to be fully capable of handling the contract and also financially advantageous to SACAA.
- 4.8. SACAA also reserves the right to award this bid to a purely empowerment company or may award this bid on conditions that a joint venture with an empowerment company is formed. This may be added to the criteria when evaluating the bids.
- 4.9. SACAA also reserves the right to award this bid as a whole or in part without furnishing reasons.
- 4.10. SACAA also reserves the right to withdraw the bid without furnishing reasons.
- 4.11. SACAA reserves the right to, amongst other things, conduct unscheduled or scheduled site visit/s to satisfy itself, as to the validity of the information provided on this bid documents.
- 4.12. An incomplete price list shall render the bid non-responsive.

5. DISPUTE RESOLUTION

- 5.1. All disputes arising out of this (Request for Tender) RFT, or relating to the legal validity of this RFT, or any part thereof, shall be resolved under this paragraph. The parties must refer any dispute to be resolved by:
- Negotiation, in terms of paragraph 5.3, failing which;
 - Mediation, in terms of paragraph 5.4, failing which;
 - Arbitration, in terms of paragraph 5.6.
- 5.2. Paragraph 5.1 shall not preclude any party from access to an appropriate court of law for interim relief in respect of urgent matters by way of an interdict, or mandamus pending finalisation of the dispute resolution process contemplated in paragraph 5.1, for which purpose the parties irrevocably submit to the jurisdiction of a division of the High Court of the RSA.

6. INTERPRETATION

- 6.1 The bidder/s shall accept the SACAA's interpretation of any specific requirement in the bid documents or specifications, should there be a difference of interpretation between the bidder/s and the SACAA.
- 6.2 Should there be any discrepancies between the bid conditions and any other documentation that forms part of this RFT, the bid conditions shall take preference.

THE BIDDER HEREBY ACCEPT THE CONDITIONS OF BID.

SIGNATURE OF BIDDER:

.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:

.....

(Proof of authority must be submitted e.g. company resolution)

DATE:

.....

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? ☐ YES ☐ NO

DOES THE ENTITY HAVE A BRANCH IN THE RSA? ☐ YES ☐ NO

DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? ☐ YES ☐ NO

DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? ☐ YES ☐ NO

IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? ☐ YES ☐ NO

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

PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED-(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
- 1.4. **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**

2. TAX COMPLIANCE REQUIREMENTS

- 2.1. BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2. BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3. APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
- 2.4. BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.5. IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.6. WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
- 2.7. NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

(Proof of authority must be submitted e.g. company resolution)

DATE:

aerodrome and visual aids. All flight inspection tests are performed within the legally established intervals to the accepted ICAO Standards and Recommended Practices.

Due to the fatal accident involving the FIU Aircraft, The Flight Inspection service providers in South Africa and neighboring countries is now being sought for a limited period of **TWENTY-FOUR (24) Months**.

3. ABRREVIATIONS

| | |
|--------|---|
| AMO | Aircraft Maintenance Organization |
| AGL | Above Ground Level |
| AOC | Air Operator Certificate |
| ATC | Air Traffic Control |
| ATIS | Automatic Terminal Information Services |
| ATPL | Airline Transport Pilot License |
| B-BBEE | Broad Based Black Economic Empowerment |
| BEC | Bid Evaluation Committee |
| C of A | Certificate of Airworthiness |
| CAT | Category |
| CAR's | Civil Aviation Regulations |
| CSD | Central Supplier Database |
| CVR | Cockpit Voice Recorder |
| DCA | Director of Civil Aviation |
| DME | Directional measuring equipment |
| ELT | Emergency Locator Transmitter |
| FBO | Fixed Base Operators |
| FDR | Flight Data Recorder |
| FI | Flight Inspector |
| FIS | Flight Inspection System |
| FIU | Flight Inspection Unit |
| FOP | Foreign Operating Permit |
| GNSS | Global Navigation Satellite System |
| GP | Glide Path |
| GPS | Global Positioning System |

routine flight inspection/calibration to conform to ICAO standards and SARPS as per ICAO DOC 8071 and in accordance with Part 171 of the SA-CARs/SA-CATS (or alternatively similar legislation - Approval as per country of origin).

6. EVALUATION OF BIDS CRITERIA

6.1 Phase 1 – SCM Mandatory Compliance Requirements (non-compliance leads to automatic disqualification however, the SACAA reserve a right to request information / additional documents).

Submission of Minimum Standards and Mandatory documents listed below:

This phase of evaluation does not carry any weight, however, bidders who do not meet all the requirements below will be immediately disqualified from the bidding process **however, the SACAA reserve a right to request information / additional documents.** International companies won't be disqualified based on CSD report requirements.

Bidders are to ensure that they submit the following documentation / information with their bid.

| Document | Comments | Compulsory requirement |
|---|---|------------------------|
| Proof of registration on the Central Supplier Database (CSD) of National Treasury | Bidders must be registered on the CSD. Latest tax compliant valid CSD copy must be provided. (That CSD must be dated within the 21 days of this bid validity period) | Yes |
| Foreign bidders must comply with SARS tax requirements as per the requirements of SBD 2 form. | bidders must comply with SARS tax requirements. | Yes |
| SBD 3 (Pricing Schedule) | Completed and signed | Yes |
| SBD 4 (Declaration of interest) | Completed and signed | Yes |
| SBD 6.1 (Preferential Procurement Point) | Completed and signed | Yes |
| SBD 8 (Declaration of Bidder's past supply chain management practices) | Completed and signed | Yes |
| SBD 9 (Certificates of Independent Bid Determination) | Completed and signed | Yes |

| | | | |
|-------------------------|---|---|--|
| | c) FDR and CVR | | |
| FIS Requirements | <p>a) Full description of flight inspection equipment used on board the flight inspection aircraft.</p> <p>b) Proof that the flight inspection equipment is regularly calibrated and shall remain valid throughout the whole mission.</p> <p>c) Proven position reference/tracking system to be used, including the accuracy of measurement for ILS CAT III.</p> <p>d) Provide a statement for the Measurement Uncertainty for the flight inspection equipment</p> <p>e) A summary of the flight inspection methods to be followed during the routine calibration of:</p> <p>ILS (CATIII) / VOR / DME / PAPI.</p> | Approvals, Certifications or Manufacturers approved documentation | |

6.3 Phase 3 – Functionality Evaluation

6.3.1 The following table is critical to the evaluators and will be a benchmark against your submission as per section 5 (1) of the Preferential Procurement Policy framework, Act, 2000 (Act No. 5 of 2000): Preferential Procurement Regulations, 2017

Table 1: Functionality Evaluation

| FUNCTIONALITY | SUB CRITERIA | POINTS | |
|------------------------|--|--------|-----|
| | | Min | Max |
| FLIGHT INSPECTION CREW | a) Captain - Total flight inspection hours with ATPL <ul style="list-style-type: none"> 3000-10000 or more hours =15 points 2000 - 2999 hours = 5 points | 30 | 40 |
| | b) First Officer - Total flight inspection hours with ATPL <ul style="list-style-type: none"> 2000 or more hours = 10 points 1000 – 1999 hours = 5 points | | |
| | c) Flight Inspector- Total flight inspection hours <ul style="list-style-type: none"> 3000 – 10000 or more hours = 15 points 1000-2999 hours = 5 points | | |

6.3.2 Flight Inspection Technical – The following technical mechanisms shall be adhered to. A statement of compliance shall be included in the proposal for each individual section listed below:

A summary of the flight inspection methods to be followed during the routine calibration of ILS to CATIII/VOR/DME/PAPI:

- i. Details of Quality Control/Assurance system followed.
- ii. All collected Flight Inspection data to be made available to SACAA. To supply two (2) hard copies plus one (1) electronic soft copy of the Final Report for each individual facility under inspection. Graphic representation of parameters measured must be included in the Final Report. Examples of ILS/VOR/DME/PAPI reports to be included in proposal.
- iii. Proposals shall submit the experiences and qualifications of all crew members with the bid.
- iv. The flight inspection company's experiences with examples of proven performance track record and list of clients serviced.
- v. Ability to comply with the SACAA approved Flight Inspection Procedures as per 5.5.
- vi. All Operations and logistics planning to be overseen by the SACAA FIU. All flight inspections/calibration performed to be observed by a qualified SACAA flight inspector.

6.4 PHASE 4 – PRICE AND B-BBEE EVALUATION

Bidders who comply with the requirements of this bid will be evaluated according to the preference point scoring system as determined in the Preferential Procurement Regulations, 2017 pertaining to the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

For this bid **80** points will be allocated for Price and **20** points for B-BBEE status level of contributor.

The value of this bid is estimated NOT to exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable.

6.4.1 The following PPPFA formula is used to evaluate price:

$$PS = 80 (1 - Pt - Pmin)$$

Ps = Points scored for price of the bid under consideration.

Pt = Rand value of bid under consideration.

6.4.3 **Financial Proposal** – The financial proposal shall be in South African Rands (ZAR) Inclusive of Value Added Tax (VAT). A cost schedule must be included, which provides for the following:

- i. Position flight cost per hour
- ii. Total cost to position aircraft to South Africa (for foreign operators)
- iii. Calibration flight cost per hour.
- iv. Average flight time to calibrate an ILS/DME, VOR/DME and PAPI facility.
- v. Crew charges per day.
- vi. Landing fees, Parking charges and Air Navigational fees are waived at all South African state-owned airports. Provision must be made for Lanseria International Airport, Kruger Mpumalanga International and Zambia International airports. FBO (Fixed Base Operator) costs are for the bidders account. All overflight clearances are for the bidder's cost.
- vii. Any additional charges or taxes that may affect the final total costs shall be included in the final bid quote.

7 BRIEFING SESSION

There will be no briefing session, however any service provider that may seek clarity can send their queries to Sambeso Mbande at mbandes@caa.co.za to seek any clarity on the tender document. All request must be submitted through email.

8 SUBMISSION OF BID DOCUMENT

8.1 Bid submission requires a three (3) Envelope system

8.1.1 ENVELOPE 1

- All mandatory documents

Foreign suppliers with no local registered entity are not required to register on the CSD.

- On the SBD 1 under **TOTAL BID PRICE** state ***“refer to price proposal”*** please do not state your total bid price here. (Price schedule should address the requirements of paragraph 6.4.3.)

Attention: BEC Chairperson
ACQUISITION OF FLIGHT INSPECTION SERVICES
 SACAA Bid Committee
 South African Civil Aviation Authority
 Building 16, Treur Close
 Waterfall Park, Bekker Street, Midrand

Annexure A – Flight Inspection Schedule

Flight Inspection Scheduling will be made available to the successful bidder. SACAA projects that cover the next twenty-four (24) months there will be at least more than 1 000 hours of flight calibration work.

Annexure B - Flight Inspection Procedures - The following SACAA approved flight inspection procedures are to be flown and specified parameters to be measured.

ILS/DME PROCEDURES




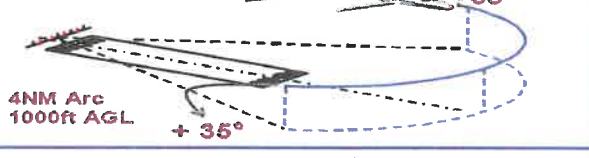
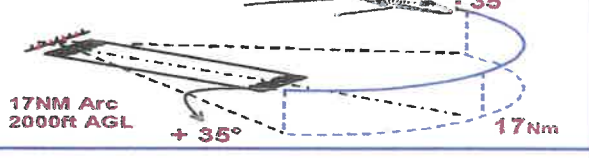
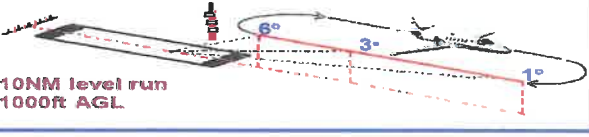
Summary of ILS/DME Parameters to be measured - Routine Only

| Parameters to be Measured | Localiser | Glide Path | DME |
|----------------------------------|------------------|-------------------|------------|
| Identification (Coding) | • | • | • |
| Modulation Depth | • | • | |
| Localiser Course Alignment | • | | |
| Glide Path Angular Alignment | | • | |
| | • | • | |

ILS/DME Flight Procedures and Measurements - Routine Only

| Routine ILS/DME/Markers Calibration Flight Procedures | | | |
|---|---|---|------------------------------|
| Run # | Flight Profile | Description | Transmitter |
| 1 | Approach 1 (Inbound on Loc/GP) | Measure Localiser Course Alarms, Course Structure, Alignment and Modulation Level. Check Identification Code. Check DME accuracy and Markers (if installed). | TX 1 |
| 2 | Approach 1 (Inbound on Loc/GP) | Measure Localiser Course Alarms, Course Structure, Alignment and Modulation Level. Check Identification Code. | TX 2 |
| 3 | Approach 2 (Offset <u>Right</u> of Centreline) | Measure Localiser Width Alarms and Half Width Angle on the 150Hz side (Right of Centreline). | TX 1 |
| 4 | Approach 2 (Offset <u>Right</u> of Centreline) | Measure Localiser Width Alarms and Half Width Angle on the 150Hz side (Right of Centreline). | TX 2 |
| 5 | Approach 3 (Offset <u>Left</u> of Centreline) | Measure Localiser Half Width Angle on the 90Hz side (Left of Centreline). | TX 1 & TX 2 |
| 6 | Arc 1 (4 NM @ 1000ft AGL) Dual Frequency Only | Measure Localiser Off-Course Clearance Alarm Limits at >35° and Clearance/Course Signal 35° - 0° - 35°. | Alternate TX 1 / TX 2 |

ATC ILS Flight Procedures - Routine Only

| ROUTINE ILS FLIGHT INSPECTION PROFILES | | | |
|--|---|---|---|
| Description | Localiser: ———— Glide Path: ———— | Height | Distance |
| Approach 1 Localiser / Glide Path Course Structure GP Lower Sector and Alarms 4-6 Approaches to be flown per calibration |  <p>10NM approach 3000ft</p> <p>'Sterile Runway' for first 2 Approaches</p> | From 3000ft down to 50ft, on Loc centre line, on GP angle | From 10NM to threshold (Cat III along runway at 50ft) |
| Approach 2 Localiser 90Hz Sector 'Fly Right' on CDI 1 Approaches to be flown per calibration |  <p>1.3° to 3.0° Left of RWY Centreline</p> <p>8NM approach 2500ft</p> | From 2500ft down to 200ft, approx 1.3° to 3.0°, left of centreline on GP angle | From 8NM to threshold. |
| Approach 3 Localiser 150Hz Sector and Alarms 'Fly Left' on CDI 2 Approaches to be flown per calibration |  <p>1.3° to 3.0° Right of RWY Centreline</p> <p>10NM approach 2500ft</p> | From 2500ft down to 200ft, approx 1.3° to 3.0°, right of centreline on GP angle | From 10NM to threshold |
| Arc 1 Localiser Off Course Clearance Alarm 2 Arcs to be flown per calibration |  <p>4NM Arc 1000ft AGL</p> <p>+ 35°</p> | 1000ft AGL, 35° each side of localiser | 4NM Arc from RWY threshold |
| Arc 3 Localiser Coverage 1 2 Arcs to be flown per calibration |  <p>17NM Arc 2000ft AGL</p> <p>+ 35°</p> <p>17Nm</p> | 2000ft AGL or obstacle + 1000ft, 35° each side of localiser | 17NM Arc from RWY threshold |
| Level 1 Glide Path Clearance 2 Approaches to be flown per calibration |  <p>10NM level run 1000ft AGL</p> <p>6° 3° 1°</p> | 1000ft AGL, level run | From 10NM to threshold |
| <p>ILS UNAVAILABLE DURING THE FLIGHT INSPECTION CHECK Ground Personnel to advise ATC on serviceability of ILS</p> <p>Recommendations Inbound at ± 180kt, Outbound at ± 240kt or to ATC convenience. No approaching aircraft less than 5NM in front of approaching flight inspection aircraft. Approach 1 Profile - Sterile runway, waiting aircraft at appropriate Holding Point. No aircraft or metallic bodies less than 1000ft in front of Localiser antenna. No aircraft or metallic bodies in front of Glide Path antenna. Part of runway and taxiways behind Glide Path antenna are available without restriction. Approximate duration for complete inspection is 2 hours.</p> | | | |
| <p>The Flight Profiles provided are for ILS Routine Flight Inspections only</p> <p>© Copyright SACAA FIU Flight Inspection Profiles 1 June 2017</p> | | | |

| | | | |
|----------|---|--|----------------------------------|
| | Orbit) | Check Identification Coding + ATIS. | |
| 3 | Approach Radial 1 (As per Procedure) | Measure VOR Modulation Levels, Bends, Roughness (Scalloping) and Alignment as per Approach Procedure. DME Coverage and Accuracy. | TX 1 |
| 4 | Approach Radial 1 (As per Procedure) | Measure VOR Modulation Levels, Bends, Roughness (Scalloping) and Alignment as per Approach Procedure. DME Coverage and Accuracy. Check Instrument Procedures. | TX 2 |
| 5 | Enroute Radials (As Published/AT) | Measure VOR Modulation Levels, Alignment, Bends and Roughness (Scalloping). DME Coverage, Range and Accuracy. | Alternate TX 1 / TX 2 |

Annexure D - PAPI PROCEDURES

Summary of PAPI Parameters to be measured - Routine Only

| Parameters to be Measured | PAPI |
|-----------------------------|------|
| PAPI Angle | • |
| Individual Light Unit Angle | • |
| Azimuth Coverage | • |
| Range | • |
| Obstacle Clearance | • |
| Intensity | • |
| Synchronization | • |
| Alignment and Level | • |
| Height Setting | • |
| Standby Power | • |

PAPI Flight Procedures and Measurements - Routine Only

| Routine PAPI Calibration Summary | | | |
|----------------------------------|--------------------------------|--|------------------------|
| Run # | Flight Profile | Description | Transmitter |
| 1 | Approach 1 (Inbound on RWY) | Before flight, ground-check each individual PAPI light for correct angle, alignment, level and height settings | Left Bank and Right |

**PRICING SCHEDULE – FIRM PRICES
(PURCHASES)**

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

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

| | |
|---------------------|-------------------|
| Name of bidder..... | Bid number..... |
| Closing Time 11:00 | Closing date..... |

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

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

- Required by :
- At :
.....
- Brand and model
- Country of origin
- Does the offer comply with the specification(s)? *YES/NO
- If not to specification, indicate deviation(s)
- Period required for delivery
*Delivery: Firm/not firm
- Delivery basis

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

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

PRICE ADJUSTMENTS

A NON-FIRM PRICES SUBJECT TO ESCALATION

1. IN CASES OF PERIOD CONTRACTS, NON FIRM PRICES WILL BE ADJUSTED (LOADED) WITH THE ASSESSED CONTRACT PRICE ADJUSTMENTS IMPLICIT IN NON FIRM PRICES WHEN CALCULATING THE COMPARATIVE PRICES
2. IN THIS CATEGORY PRICE ESCALATIONS WILL ONLY BE CONSIDERED IN TERMS OF THE FOLLOWING FORMULA:

$$Pa = (1 - V)Pt \left(D1 \frac{R1t}{R1o} + D2 \frac{R2t}{R2o} + D3 \frac{R3t}{R3o} + D4 \frac{R4t}{R4o} \right) + VPt$$

Where:

Pa = The new escalated price to be calculated.
 (1-V)Pt = 85% of the original bid price. **Note that Pt must always be the original bid price and not an escalated price.**

D1, D2.. = Each factor of the bid price eg. labour, transport, clothing, footwear, etc. The total of the various factors D1, D2...etc. must add up to 100%.

R1t, R2t..... = Index figure obtained from new index (depends on the number of factors used).

R1o, R2o = Index figure at time of bidding.

VPt = 15% of the original bid price. This portion of the bid price remains firm i.e. it is not subject to any price escalations.

3.The following index/indices must be used to calculate your bid price:

Index..... Dated..... Index..... Dated..... Index..... Dated.....

Index..... Dated..... Index..... Dated..... Index..... Dated.....

4.FURNISH A BREAKDOWN OF YOUR PRICE IN TERMS OF ABOVE-MENTIONED FORMULA. THE TOTAL OF THE VARIOUS FACTORS MUST ADD UP TO 100%.

| FACTOR (D1, D2 etc. eg. Labour, transport etc.) | P PERCENTAGE OF BID PRICE |
|--|---------------------------|
| | |
| | |
| | |

PRICING SCHEDULE
(Professional Services)

NOTE: ONLY FIRM PRICES IN SOUTH AFRICAN RANDS ('R') WILL BE ACCEPTED

| | |
|----------------|-------------------------------|
| NAME OF BIDDER | : |
| BID NO. | : SACAA/FIS/0007/2020-2021 |
| CLOSING TIME | : 11:00 ON : 11 December 2020 |

OFFER TO BE VALID FOR 60 DAYS FROM THE CLOSING DATE OF BID.

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

| 4. PERSON AND POSITION | HOURLY RATE | DAILY RATE |
|------------------------|-------------|------------|
| ----- | R----- | R----- |
| ----- | R----- | R----- |
| ----- | R----- | R----- |
| ----- | R----- | R----- |
| ----- | R----- | R----- |
| ----- | R----- | R----- |

5. PHASES ACCORDING TO WHICH THE PROJECT WILL BE COMPLETED, COST PER PHASE AND MAN-DAYS TO BE SPENT

| | | |
|-------|--------|------------|
| ----- | R----- | ----- days |
| ----- | R----- | ----- days |
| ----- | R----- | ----- days |
| ----- | R----- | ----- days |
| ----- | R----- | ----- days |

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.

2.10.1. 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.

| Full Name | Identity Number | Personal Tax Reference Number | State Number / Employee Persal Number |
|-----------|-----------------|-------------------------------|---------------------------------------|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

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

3. BID SUBMISSION AND CONTRACT REPORTING REQUIREMENTS OF BIDDERS AND SUCCESSFUL BIDDERS (CONTRACTORS)

3.1. Bidders are required to sign and submit this Standard Bidding Document (SBD 5) together with the bid on the closing date and time.

3.2. In order to accommodate multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as indicated in sub-paragraphs 1.1 (b) to 1.1 (d) above and to enable the DTI in determining the NIP obligation, successful bidders (contractors) are required, immediately after being officially notified about any successful bid with a value in excess of R10 million (ten million Rands), to contact and furnish the DTI with the following information:

- Bid / contract number.
- Description of the goods, works or services.
- Date on which the contract was accepted.
- Name, address and contact details of the government institution.
- Value of the contract.
- Imported content of the contract, if possible.

3.3. The information required in paragraph 3.2 above must be sent to the Department of Trade and Industry, Private Bag X 84, Pretoria, 0001 for the attention of Mr Elias Malapane within five (5) working days after award of the contract. Mr Malapane may be contacted on telephone (012) 394 1401, facsimile (012) 394 2401 or e-mail at Elias@thedti.gov.za for further details about the programme.

4. PROCESS TO SATISFY THE NIP OBLIGATION

4.1. Once the successful bidder (contractor) has made contact with and furnished the DTI with the information required, the following steps will be followed:

- (a) the contractor and the DTI will determine the NIP obligation;
- (b) the contractor and the DTI will sign the NIP obligation agreement;
- (c) the contractor will submit a performance guarantee to the DTI;
- (d) the contractor will submit a business concept for consideration and approval by the DTI;
- (e) upon approval of the business concept by the DTI, the contractor will submit detailed business plans outlining the business concepts;
- (f) the contractor will implement the business plans; and
- (g) the contractor will submit bi-annual progress reports on approved plans to the DTI.

4.2. The NIP obligation agreement is between the DTI and the successful bidder (contractor) and, therefore, does not involve the purchasing institution.

| | |
|-----------------------------|-------------------------------------|
| Bid Number _____ | Closing Date _____ |
| Name of Bidder _____ | |
| Postal Address _____ | |
| _____ | |
| _____ | |
| Signature _____ | Name _____ Date _____ |

2. The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:

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

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

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

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

The relevant rates of exchange information is accessible on www.reservebank.co.za

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

| Currency | Rates of exchange |
|-----------------|--------------------------|
| US Dollar | |
| Pound Sterling | |
| Euro | |
| Yen | |
| Other | |

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

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

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

LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL)

IN RESPECT OF BID NO.

ISSUED BY: (Procurement Authority / Name of Institution):

.....

NB

- 1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.

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

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

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

1. GENERAL CONDITIONS

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

- the 80/20 system for requirements with a Rand value up to R50 000 000 (all applicable taxes included).
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).
- a. The value of this bid is estimated to exceed R50,000,000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable; or

1.2. Points for this bid shall be awarded for:

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

1.3. The maximum points for this bid are allocated as follows:

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

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

1.5. 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.

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

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

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

5. BID DECLARATION

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

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

- 6.1 B-BBEE Status Level of Contributor: . = (maximum of 10 or 20 points)
(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

7. SUB-CONTRACTING

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

(Tick applicable box)

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

- 7.1.1 If yes, indicate:

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

(Tick applicable box)

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

- v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations, 2017:

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

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution.

WITNESSES

1.

2.

.....
SIGNATURE(S) OF BIDDERS(S)

DATE:

ADDRESS

.....

.....

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 *per 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.

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

³ Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

UNDERTAKINGS BY BIDDER IN RESPECT OF THIS BID

1. Interpretation

- 1.1. In his agreement clause headings are for convenience and shall not be used in its interpretation and, unless the context clearly indicate a contrary intention: -
- 1.2. An expression which denotes
 - any gender includes the other gender;
 - a natural person included an artificial or juristic person and vice versa;
 - the singular includes the plural and vice versa;
- 1.3. Any reference to any statute, regulation or other legislation or official policy shall be a reference to that statute, regulation or other legislation or national policy as at the signature date, and as amended or re-enacted from time to time;
- 1.4. When any number of days is prescribed, such shall be reckoned inclusively of the first and inclusively of the last day, unless the last day falls on a day which is not a business day, in which case the last day shall be the next succeeding day which is a business day;
- 1.5. Where any term is defined within a particular clause, other than the interpretation clause, that term shall bear the meaning ascribed to it in that clause wherever it is used in this agreement.

2. I/we hereby bid:

- 2.1 to supply all or any of the supplies and/or to render all or any of the goods described in the attached documents to SACAA;
- 2.2 on the terms and conditions and in accordance with the specifications stipulated in the bid documents (and which shall be taken as part of incorporated into, this bid);
- 2.3 at the prices and on the terms regarding time for delivery and/or execution inserted therein.

3. I/we agree further that:

- 3.1. the offer herein shall remain binding upon me/us and open for acceptance by SACAA during the validity indicated and calculated from the closing time of the bid;
- 3.2. this bid and its acceptance shall be subject to the terms and additions contained in the Schedules hereto with which I am/we are fully acquainted;

4. notwithstanding anything to the contrary:

- 4.1. if/we withdraw my/our bid within the period for which I/we have agreed that the bid shall remain open for acceptance, or fail to fulfil the contract when called upon to do so, SACAA may, without prejudice to its other rights, agree to the withdrawal of my/our bid or cancel the contract that may have been entered into between me/us and SACAA.
- 4.2. in such event, I/we shall then pay to SACAA any additional expense incurred by SACAA for having either to accept any less favourable bid or, if fresh bids have to be invited, the additional expenditure incurred by the invitation of fresh bids and by the subsequent acceptance of any less favourable bid;
- 4.3. SACAA shall also have the right in these circumstances, to recover such additional expenditure by set-off against monies which may be due or become due to me/us under this or any other bid or contract or against any guarantee or deposit that may have furnished by me/us or on my/our behalf for the due fulfillment of this or any other bid or contract;

11. The bidder hereby offers to render all or any of the services described in the attached documents to SACAA on the terms and conditions and in accordance with the specifications stipulated in these tender documents (and which shall be taken as part of, and incorporated into, this proposal at the prices inserted therein).
12. Bids submitted by companies must be signed by a person or persons duly authorised thereto by a resolution of a Board of Directors, a copy of which Resolution, duly certified be submitted with the bid.
13. The bidder hereby agrees that the offer herein shall remain binding upon him/her and receptive for acceptance by SACAA during the validity period indicated and calculated from the closing hour and date of the tender; this proposal and its acceptance shall be subject to the terms and conditions contained in this tender document.
14. The bidder furthermore confirm that he/she has satisfied himself/herself as to the correctness and validity of his/her tender response that the price(s) and rate(s) quoted cover all the work/item(s) specified in the tender response documents and that the price(s) and rate(s) cover all his/her obligations under a resulting contract and that he/she accept that any mistakes regarding price(s) and calculations will be at his/her risk.
15. The bidder hereby accepts full responsibility for the proper execution and fulfillment of all obligations and conditions devolving on him/her under this agreement as the principal(s) liable for the due fulfilment of this contract.

THE BIDDER HEREBY ACCEPT THE UNDERTAKINGS BY BIDDER.

SIGNATURE OF BIDDER:

.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:

.....

(Proof of authority must be submitted e.g. company resolution)

DATE:

.....

- 1.11. "Goods" means all of the equipment, machinery, service and/or other materials that the service provider is required to supply to the client under the contract.
- 1.12. "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 service provider or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.13. "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.14. "Order" means an official written order issued for the rendering of a service.
- 1.15. "Project site," where applicable, means the place indicated in bidding documents.
- 1.16. "The client" means the organization purchasing the service.
- 1.17. "Republic" means the Republic of South Africa.
- 1.18. "SCC" means the Special Conditions of Contract.
- 1.19. "Services" means that functional services ancillary to the rendering of the service, 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 service provider covered under the contract.
- 1.20. "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 client 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

7.4. The performance security will be discharged by the client and returned to the service provider not later than thirty (30) days following the date of completion of the service provider's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8. Delivery and Documents

8.1. Rendering of service shall be made by the service provider in accordance with the document and terms as specified in the contract. The details of shipping and/or other documents to be furnished by the service provider are specified in SCC.

8.2. Documents to be submitted by the service provider are specified in SCC.

9. Insurance

9.1. The service rendered 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.

10. Transportation

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

11. Incidental Service

11.1. The service provider 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 rendered service;
- (b) furnishing of tools required for assembly and/or maintenance of the rendered service;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the rendered service;
- (d) performance or supervision or maintenance and/or repair of the rendered service, for a period of time agreed by the parties, provided that this service shall not relieve the service provider of any warranty obligations under this contract; and
- (e) training of the client's personnel, at the service provider's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the rendered service.

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

16. Assignment

16.1. The service provider shall not assign, in whole or in part, its obligations to perform under the contract, except with the client's prior written consent.

17. Subcontracts

17.1. The service provider shall notify the client 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 service provider from any liability or obligation under the contract.

18. Delays in the service provider's performance

18.1. Performance of services shall be made by the service provider in accordance with the time schedule prescribed by the client in the contract.

18.2. If at any time during performance of the contract, the service provider or its subcontractor(s) should encounter conditions impeding timely performance of services, the service provider shall promptly notify the client in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the service provider's notice, the client shall evaluate the situation and may at his discretion extend the service provider'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.

18.3. 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.

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

18.5. Except as provided under GCC Clause 25, a delay by the service provider in the performance of its delivery obligations shall render the service provider 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.

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

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

- (i) the name and address of the service provider and / or person restricted by the client;
- (ii) the date of commencement of the restriction; and
- (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 the service providers or persons prohibited from doing business with the public sector.

20.7. 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.

21. Force Majeure

21.1. Notwithstanding the provisions of GCC Clauses 22 and 23, the Majeure the service provider 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.

21.2. If a force majeure situation arises, the service provider shall promptly notify the client in writing of such condition and the cause thereof. Unless otherwise directed by the client in writing, the service provider 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.

22. Termination for insolvency

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

23. Settlement of Disputes

23.1. If any dispute or difference of any kind whatsoever arises between the client and the service provider 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. 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.

28. Taxes and duties

28.1. A foreign the service provider shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the client's country.

28.2. A local the service provider shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted service to the client.

28.3. 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.

29. National Industrial Participation (NIP) Programme

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

THE BIDDER HEREBY ACCEPT THE GENERAL CONDITIONS OF THE CONTRACT.

SIGNATURE OF BIDDER:

.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:

.....

(Proof of authority must be submitted e.g. company resolution)

DATE:

.....