



forestry, fisheries & the environment

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

INVITATION TO BID BID NUMBER: DFFE-T007 (24-25)

THE APPOINTMENT OF LANGUAGE AGENCIES TO RENDER TRANSLATION SERVICES TO THE DEPARTMENT OF FORESTRY, FISHERIES AND THE ENVIRONMENT ON AN “AS AND WHEN REQUIRED BASIS FOR A PERIOD OF THIRTY-SIX (36) MONTHS.

ENQUIRIES:

Name : SCM Officials
Office Telephone No. : 012 399 9892
E-Mail : Tenders@dffe.gov.za

NATIONAL TREASURY CENTRAL SUPPLIER DATABASE (CSD) REGISTRATION INFORMATION

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

Non-compulsory briefing session will be held.

Date: 30 May 2024

Time: 10H00 to 12H00

Link: [Join the meeting now](#)

THE CLOSING DATE OF THE BID: 19th JUNE 2024 AT 11:00 AM

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	DFFE-T007 (24-25)	CLOSING DATE:	19 JUNE 2024	CLOSING TIME:	11:00 AM
DESCRIPTION	THE APPOINTMENT OF LANGUAGE AGENCIES TO RENDER TRANSLATION SERVICES TO THE DEPARTMENT OF FORESTRY, FISHERIES AND THE ENVIRONMENT ON AN "AS AND WHEN REQUIRED BASIS FOR A PERIOD OF THIRTY-SIX (36) MONTHS.				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
DEPARTMENT OF FORESTRY, FISHERIES AND THE ENVIRONMENT					
473 STEVE BIKO ROAD; CNR SOUTPANSBERG AND STEVE BIKO ROAD, ARCADIA PRETORIA /TSHWANE					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	SCM Practitioners	CONTACT PERSON			
TELEPHONE NUMBER	012 399 9892	TELEPHONE NUMBER			
FACSIMILE NUMBER	N/A	FACSIMILE NUMBER			
E-MAIL ADDRESS	Tenders@dffe.gov.za	E-MAIL ADDRESS			
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

PART B

TERMS AND CONDITIONS FOR BIDDING

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, 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:

PRICING SCHEDULE
(Professional Services)

NAME OF BIDDER:
CLOSING TIME 11:00 AM

BID NO: DFFE-T007 (24-25)
CLOSING DATE: 19 JUNE 2024

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

DESCRIPTION: THE APPOINTMENT OF LANGUAGE AGENCIES TO RENDER TRANSLATION SERVICES TO THE DEPARTMENT OF FORESTRY, FISHERIES AND THE ENVIRONMENT ON AN “AS AND WHEN REQUIRED BASIS FOR A PERIOD OF THIRTY-SIX (36) MONTHS.

**(ALL APPLICABLE TAXES INCLUDED)

1. The accompanying information must be used for the formulation of proposals.
2. Bidders are required to indicate a ceiling price based on the total estimated time for completion of all phases and including all expenses inclusive of all applicable taxes for the project.
3. PERSONS WHO WILL BE INVOLVED IN THE PROJECT AND RATES APPLICABLE (CERTIFIED INVOICES MUST BE RENDERED IN TERMS HEREOF)

R.....

4. PERSON AND POSITION

HOURLY RATE

DAILY RATE

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

R.....
R.....
R.....
R.....
R.....

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

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

R.....
R.....
R.....
R.....

..... days
..... days
..... days
..... days

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

DESCRIPTION OF EXPENSE TO BE INCURRED

RATE

QUANTITY

AMOUNT

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

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

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

R.....
R.....
R.....
R.....

TOTAL: R.....

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

Name of Bidder:

- 5.2 Other expenses, for example accommodation (specify, eg. Three star hotel, bed and breakfast, telephone cost, reproduction cost, etc.). On basis of these particulars, certified invoices will be checked for correctness. Proof of the expenses must accompany invoices.

DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT
.....	R.....
.....	R.....
.....	R.....
.....	R.....
TOTAL: R.....			

6. Period required for commencement with project after acceptance of bid
7. Estimated man-days for completion of project
8. Are the rates quoted firm for the full period of contract? *YES/NO
9. If not firm for the full period, provide details of the basis on which adjustments will be applied for, for example consumer price index.
.....
.....
.....

*[DELETE IF NOT APPLICABLE]

Any enquiries regarding bidding procedures may be directed to the –

Department of Forestry, Fisheries and the Environment

Contact Person: SCM Officials

Tel: (012) 399 9892

E-mail: Tenders@dffe.gov.za

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

Where a person/s are listed in the Register for Tender Defaulters and / or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

2. Bidder's declaration

- 2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise,
employed by the state? **YES/NO**

- 2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

Full Name	Identity Number	Name of State institution

- 2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? **YES/NO**

- 2.2.1 If so, furnish particulars:

¹ the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/shaving the deciding vote or power to influence or to direct the course and decisions of the enterprise.

-

 2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract?

YES/NO

- 2.3.1 If so, furnish particulars:

.....

3 DECLARATION

I, the undersigned, (name)..... in submitting the accompanying bid, do hereby make the following statements that I certify to be true and complete in every respect:

- 3.1 I have read and I understand the contents of this disclosure;
 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
 3.3 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 consortium² will not be construed as collusive bidding.
 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
 3.4 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.
 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
 3.6 I am aware that, in addition and without prejudice to any other remedy provided to

² 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.

SBD4

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.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

This preference form must form part of all tenders invited. It contains general information and serves as a claim form for preference points for specific goals.

NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to invitations to tender:

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

1.2 To be completed by the organ of state

- a) The applicable preference point system for this tender is the **80/20** preference point system.
- b) The **80/20** preference point system will be applicable in this tender. The lowest/highest acceptable tender will be used to determine the accurate system once tenders are received.

1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

- (a) Price; and
- (b) Specific Goals.

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	100

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

$$Ps = 80 \left(1 - \frac{Pt - Pmin}{Pmin} \right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

3.2. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

3.2.1. POINTS AWARDED FOR PRICE

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

80/20

$$Ps = 80 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)$$

Where

- Ps = Points scored for price of tender under consideration
Pt = Price of tender under consideration
Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
 - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,
- then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

Table 1: Specific goals for the tender and points claimed are indicated per the table below.

(Note to organs of state: Where the 80/20 preference point system is applicable, corresponding points must also be indicated as such.)

Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
More than 50% (fifty percent) ownership by Black people	20	
More than 50% (fifty percent) ownership by Women	20	
More than 50% (fifty percent) ownership by people with disabilities	20	

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm.....

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One-person business/sole propriety
- ☐ Close corporation
- ☐ Public Company
- ☐ Personal Liability Company
- ☐ (Pty) Limited
- ☐ Non-Profit Company
- ☐ State Owned Company

[TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I 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 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in

addition to any other remedy it may have –

- (a) disqualify the person from the tendering 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 tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted 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, if deemed necessary.

.....	
SIGNATURE(S) OF TENDERER(S)	
SURNAME AND NAME:
DATE:
ADDRESS:



**forestry, fisheries
& the environment**

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

THE DEPARTMENT OF FORESTRY, FISHERIES AND THE ENVIRONMENT (DEPARTMENT) AS AN ORGAN OF THE STATE SUBSCRIBES TO AND PROPAGATES THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 (ACT NO. 5 OF 2000) AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022.

TERMS OF REFERENCE

FOR THE APPOINTMENT OF LANGUAGE AGENCIES TO RENDER TRANSLATION SERVICES TO THE DEPARTMENT OF FORESTRY, FISHERIES AND THE ENVIRONMENT ON AN “AS AND WHEN REQUIRED BASIS FOR A PERIOD OF THIRTY-SIX (36) MONTHS

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1. PURPOSE

- 1.1. To appoint a maximum of 15 language agencies to translate documents for the Department of Forestry, Fisheries and the Environment (DFFE) in accordance with the Use of Official Languages Act, 2012 (Act No. 12 of 2012) (UOLA), the Regulations made in terms of the Promotion of Administrative Justice Act, 2000 (Act No. 3 of 2000) and the Constitution of the Republic of South Africa, 1996 (Act No. 108 of 1996) as the need arises.

2. INTRODUCTION AND BACKGROUND

- 2.1 In terms of section 4(1) of UOLA, every national department, national public entity, or national public enterprise must adopt a language policy regarding its use of official languages for government purposes, among other things, to communicate with members of the public effectively. UOLA enjoins the DFFE to adopt a language policy within eighteen (18) months from the date of commencement of UOLA or such further period as the Minister responsible for language matters may prescribe, provided that such prescribed period may not exceed six months.
- 2.2 In 2015, the Language Service (LS) Subdirectorates in the Office of the Director-General developed a language policy for the DFFE. The Language Policy was adopted and gazetted for implementation in August 2016. In terms of the Language Policy of 2016, English, isiZulu, and Setswana were the official languages of the DFFE.
- 2.3 On 14 February 2017, the Pan South African Language Board (PanSALB) held public hearings on the use of official languages by national government departments. PanSALB raised several concerns at the public hearings. The concerns included the minimum number of languages preferred by the DFFE in its Language Policy. In particular, there was a lack of a clear indication of how the DFFE will ensure the promotion of multilingualism. As a result, it was decided that the adopted Language Policy would be reviewed to address the concerns raised and to incorporate the recommendations presented by PanSALB.
- 2.4 In line with the above legislation, in the process of reviewing the adopted Language Policy of the DFFE, internal consultations were held with key stakeholders such as the Law Reform and Policy Coordination Chief Directorate, the Office of the Chief Financial Officer, Facilities Management, Communications, and Risk Management. The draft reviewed Language Policy was also presented at the Governance and Administrative (G&A) Cluster meeting on 15 October 2021, following which the cluster was requested to submit their comments by email. No comments were received in this regard. The review was done in line with paragraph 13 of the adopted Language Policy of 2016, in which it is

stated that the adopted Language Policy must be read with the empowering provisions of UOLA, section 4(1)(h) and Regulation 3(2) of the Use of Official Languages Regulations, 2013. In this regard, a notice to publish the 2022 draft reviewed Language Policy in the *Government Gazette* for public comment was approved by the Minister. Members of the cluster and internal staff had an opportunity to comment until the 30-day commenting period closed on 21 February 2022. The 2022 reviewed Language Policy has been approved by the Minister for gazetting for implementation.

- 2.5 The DFFE is mandated to render services in line with the Batho Pele principles, as adopted by the national government. The review of the Language Policy is in accordance with the Batho Pele principles. To ensure transparency and equal access to information, all eleven South African official languages have been adopted. However, the DFFE considers the usage, practicality, cost, budget availability, regional circumstances, and the balance of needs and preferences of the population when implementing the Language Policy. A paragraph in this regard has been included in the reviewed Language Policy. To address the concerns raised by PanSALB, the DFFE applies different, but practical strategies for promoting multilingualism, such as translation and terminology development, as well as writing articles to ensure that the official languages are used and promoted, and to ensure effective communication with the community.
- 2.6 In the previous tender in this regard, namely T026, only one service provider was successful. This Terms of Reference is, therefore, for the procurement of additional language agencies to assist the DFFE in translating documents to promote multilingualism in compliance with UOLA.
- 2.7 The contract will require language agencies to (i) translate requested documents for the DFFE and (ii) ensure that they edit and proofread their translations before submitting the final product to mitigate any reputational damage that translations could have for the DFFE.

3. OBJECTIVES

- 3.1 The main objective is to ensure that documents in the DFFE are translated into any or all of the official languages of the Republic of South Africa (RSA), branches will need to send all translation requests to the LS Subdirectorates should they need to use the translation services of the appointed language agencies.

4. SCOPE AND EXTENT OF WORK

- 4.1 To translate documents into any or all the relevant official language(s) of the RSA, namely Afrikaans, isiNdebele, isiXhosa, isiZulu, Sepedi, Sesotho, Setswana, Siswati, Tshivenda, Xitsonga, as required.

- 4.2 The above must be undertaken in line with the project brief as provided by the DFFE.
- 4.3 To ensure that the language agencies edit and proofread their translations before submitting the final product.
- 4.4 To ensure that translations contain no spelling, syntax, or typographical errors and follow grammatical conventions.
- 4.5 To ensure that the source document (English) is not translated directly.
- 4.6 To ensure that the appropriate register is used in translations.
- 4.7 To ensure that translations are complete.
- 4.8 To ensure that there is no ambiguity in terms of the choice of words used in translations.
- 4.9 To ensure that consistent diction is used in translations.
- 4.10 To ensure that names and trademarks are preserved in translations.
- 4.11 To keep to the original formatting of the source document (English) and to return the translation to the relevant branches and the LS Subdirectorates in the format and style received.
- 4.12 To ensure that the translated message in the target text corresponds with the original message.
- 4.13 To ensure that the appointed service providers adhere to set deadlines per translation project.

5. EXPECTED DELIVERABLES / OUTCOMES

- 5.1 Translated documents that have followed the translation brief strictly and are submitted timeously (in some instances, the time frame will be at very short notice).

6. PERIOD / DURATION OF PROJECT / ASSIGNMENT

- 6.1 A maximum of 15 suitable language agencies will be appointed for a period of thirty-six (36) months after each has signed an SLA(s) between the DFFE and the language agency, as well as the issuing of an official order by the DFFE.
- 6.2 The appointed service provider(s) will be rotated as and when required, as well as according to the rotation principle indicated in the special conditions of this TOR.

7. COSTING / COMPREHENSIVE BUDGET

- 7.1. Comprehensive fixed costing/rate per word must be provided in Annexure A: Pricing Schedule and SBD 3.3.

- 7.2. The service provider(s) shall be bound to execute all the required quantities of scope as needed by the DFFE during the period of the contract.
- 7.3. The DFFE reserves the right to benchmark and negotiate with one or more preferred bidder(s) identified in the evaluation process, regarding any terms and conditions, including prices/flat rates without offering the same opportunity to any other bidder(s) who has or have not been awarded the status of the preferred bidder(s).
- 7.4. The offer must be valid for 120 days.

8. INFORMATION SESSION

- | | |
|---|-----|
| 8.1. Is the briefing session applicable? | YES |
| 8.2. Is it a compulsory briefing session? | NO |

- 8.3. The briefing session will be held as follows:

Date: 30 May 2024

Time: 10H00 – 12H00

Platform: Microsoft teams [Join the meeting now](#)

- 8.4. Request for clarification of the tender documents, questions, or queries, if necessary, must be submitted to the DFFE representative listed under technical enquiries at least seven calendar days before the stipulated closing date and time of the tender in writing. However, the DFFE shall neither be liable nor assume liability for failure to respond to any questions and/or queries raised by the bidder(s).

9. EVALUATION CRITERIA

- 9.1. The evaluation for this bid will be carried out in the following four (4) phases:

- **Phase 1:** Pre-compliance
- **Phase 2:** Functional Evaluation Criteria
- **Phase 3:** Price and Preference Points

9.2. PHASE 1: PRE-COMPLIANCE

- 9.2.1. During this phase bid proposal will be evaluated/ reviewed to determine the compliance with SCM returnable documents (standard bidding documents) and the Central Supplier Database (CSD) report in Table 9.2.2 below. All documents should be submitted with the bid documents at the closing date and time of the bid.

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

ITEM NO.	ADMINISTRATIVE REQUIREMENTS	CHECK/COMPLIANCE
1	Master Bid Document	Provided and bound
2	Electronic Disk (USB)	Same as the Master Bid Document
Included in the Bid Document		
3	SCM - SBD 1 - Invitation to Bid	Completed and signed
4	SBD 3.3 and Annexure A Pricing Schedule	Completed
5	SCM - SBD 4 – Bidders Disclosure	Completed and signed
6	Tax Compliance and CSD Registration	Attached CSD registration number/ Proof of CSD registration and/or SARS Tax Pin
7	SCM - SBD 6.1 - Preference Points Claim Form in terms of the Preferential Procurement Regulations 2022	Completed and signed
8	In case of bids where Consortia / Joint Ventures, Consortia/Joint Venture agreement signed by both parties must be submitted with bid proposal	JV agreement completed and signed, if applicable

9.3. PHASE 2: FUNCTIONAL EVALUATION CRITERIA

9.3.1. The following functionality criteria will be applicable when evaluating this bid. A minimum threshold of **75%** must be attained by bidders. Bidders who fail to score this minimum threshold will be disqualified and not be evaluated further.

GUIDELINES FOR CATEGORY CRITERIA	FUNCTIONALITY: (GUIDELINES FOR CRITERIA APPLICATION)	WEIGHT
Copy of related qualifications of qualified translators (language practitioners) to be assigned to the project.	Bidder(s) are required to submit/attach copy(ies) of relevant qualification(s) of the qualified translators (language practitioners) who will be translating English documents into all the official languages of South Africa or vice versa.	
	Copy of related qualifications of the qualified translators (language practitioners).	Indicator
	A Master's degree and above	5
	An Honours degree or equivalent qualification(s)	4
	A degree(s)	3
	A three-year diploma(s)	2
	A two-year diploma or a certificate(s)	1
	No qualification(s) attached/submitted	0
Translators' (language practitioners') ability to translate technical documents	<p>Bidder(s) are required to translate the attached assessment (Annexure B: NEMA 3A Public Notice) into the remaining ten (10) official languages of the Republic of South Africa, namely: Afrikaans, isiNdebele, isiXhosa, isiZulu, Sepedi, Sesotho, Setswana, Siswati, Tshivenda and Xitsonga, excluding the English source text, and submit them for consideration.</p> <p><u>NOTE: Failure to translate into all 10 official languages required above, will lead to a Bidder scoring Zero (0)</u></p> <p>The assessment of these translations will be based on the following criteria:</p> <p>Adequately translated</p> <ol style="list-style-type: none"> 1. Stick to the original formatting of the English source text 2. No spelling, syntax or typographical errors and follow grammatical conventions 3. No direct translations. 4. Use of appropriate register in translation 5. Translation should be complete. 6. No ambiguity in choice of words in translation. 7. Consistency in diction 8. Names and trademarks should be preserved 9. Accurately keeping to the message of the English source text. <p>Minor translation errors</p> <ol style="list-style-type: none"> 1. Not sticking to the original formatting of the English source text. 2. No spelling, syntax or typographical errors and follow grammatical conventions 3. No direct translations. 4. Use of appropriate register in translation. 5. Translation should be complete. 6. No ambiguity in choice of words in translation. 7. Consistency in diction. 	

GUIDELINES FOR CATEGORY CRITERIA	FUNCTIONALITY: (GUIDELINES FOR CRITERIA APPLICATION)	WEIGHT
	<p>8. Names and trademarks should be preserved.</p> <p>9. Accurately keeping to the message of the English source text.</p> <p>Average translation</p> <p>1. Stick to the original formatting of the source text.</p> <p>2. Minor spelling, syntax or typographical errors and partly following grammatical conventions.</p> <p>3. No direct translations.</p> <p>4. Use of appropriate register in translation</p> <p>5. Translation should be complete.</p> <p>6. No ambiguity in choice of words in translation.</p> <p>7. Inconsistency in diction.</p> <p>8. Names and trademarks should be preserved.</p> <p>9. Accurately keeping to the message of the English source text.</p> <p>Major translation errors</p> <p>1. Stick to the original formatting of the source text.</p> <p>2. Spelling, syntax or typographical errors and grammatical conventions not followed.</p> <p>3. Direct translations.</p> <p>4. Use of appropriate register in translation</p> <p>5. Incomplete translation.</p> <p>6. No ambiguity in choice of words in translation.</p> <p>7. Inconsistency in diction</p> <p>8. Names and trademarks not being preserved.</p> <p>9. Accurately keeping to the message of the English source text.</p> <p>Poor translation</p> <p>1. Stick to the original formatting of the source text.</p> <p>2. Spelling, syntax or typographical errors and grammatical conventions not followed.</p> <p>3. Direct translations.</p> <p>4. Use of appropriate register in translation.</p> <p>5. Incomplete translation.</p> <p>6. Ambiguity in choice of words in translation.</p> <p>7. Inconsistency in diction.</p> <p>8. Names and trademarks should be preserved.</p> <p>9. Not keeping to the message of the English source text – difference in meaning.</p> <p>Very poor translation</p> <p>1. Not sticking to the original formatting of the source text.</p> <p>2. Spelling, syntax or typographical errors and grammatical conventions not followed.</p> <p>3. Direct translations.</p> <p>4. Appropriate register in translation not used.</p> <p>5. Translation incomplete.</p> <p>6. Ambiguity in choice of words in translation.</p> <p>7. Inconsistency in diction.</p> <p>8. Not having preserved names and trademarks.</p> <p>9. Not keeping to the message of the English source text – difference in meaning.</p>	

GUIDELINES FOR CATEGORY CRITERIA	FUNCTIONALITY: (GUIDELINES FOR CRITERIA APPLICATION)		WEIGHT
	Translators’ (language practitioners’) ability to translate	Indicator	50
	Adequately translated	5	
	Minor translation errors	4	
	Average translation	3	
	Major translation errors	2	
	Poor translation	1	
	Very poor translation	0	
Technical capability/ expertise and track record of translators (language practitioners) to undertake and successfully complete translations.	Bidder(s) are required to demonstrate relevant experience and competency of the translators (language practitioners) to undertake and successfully complete translations.		35
	Bidder(s) should submit curriculum vitae for the translators (language practitioners) proposed to be employed on the project, ensuring that there is a translator (language practitioner) for each language combination (to cater for all 10 official languages of the Republic of South Africa). The curriculum vitae must include specific details of these individuals, including, inter alia, relevant experience and at least three (3) contactable references in language practice.		
	Experience of translators (language practitioners)	Indicator	
	5 years or more years’ experience	5	
	4 years and less than 5 years’ experience	4	
	3 years and less than 4 years’ experience	3	
	2 years and less than 3 years’ experience	2	
	1 year and less than 2 years’ experience	1	
Less than 1 year or no experience	0		
TOTAL POINTS ON FUNCTIONALITY			100

9.4. PHASE 3: PRICE AND PREFERENCE POINTS

9.4.1. The following preference point system will be followed to advance the categories of persons:

a) For contracts with a Rand value **below R50 000 000**, a total of **20 points** may be allocated for specific goals as contemplated above, provided that the lowest acceptable tender scores **80 points** for price.

i. The applicable formula to be used is $Ps=80[1-(Pt-Pmin)/Pmin]$. Provided:

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

Pt = Price of tender under consideration; and

Pmin = Price of the lowest applicable tender.

ii. A total of 20 points may be awarded to a tenderer as follows:

- 20 points: If the Bidder has more than 50% (fifty percent) Black people, Women, or people with disabilities
- 0 Points: for 50% and below ownership by stipulated categories of persons

9.4.2. The bid will be awarded to a bidder with the highest points on price and Preference Points on the condition that they have met all phases of the evaluation criteria and complied with the tender requirements in the tender document. However, a contract may be awarded to a tenderer that did not score the highest points only by section 2(1)(f) of the PPPFA.

9.4.3. The DFFE reserves the right to negotiate prices that are not deemed market-related and not to award the tender to the bidder with the lowest price.

9.4.4. The preference point system applicable for this bid is: **80/20**

9.4.5. A total of **20** points will be allocated for either of the specific goals

SPECIFIC GOALS	80/20
>50% ownership by Black people, Or	20
>50% ownership by Women, Or	20
>50% ownership by people with Disability	20

9.4.6. For bidders to claim preference points, the following must be adhered to:

- a. Submit a complete and signed SBD 6.1;
- b. Submit a valid B-BBEE Status Level Verification Certificate issued by SANAS Accredited Verification Agency; or B-BBEE Certificate issued by CIPC, or a Sworn Affidavit commissioned by Commissioner of Oaths or A Consolidated Joint Venture B-BBEE Verification Certificate clearly outlining the % ownership by black people, women and people with disabilities;
- c. Submit CSD Registration Report or MAAA. Number.

NB: Failure on the part of a tenderer to submit proof or documentation stated above in terms of this tender to claim preference points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

10. BID SUBMISSION REQUIREMENTS

- 10.1. Bidders should ensure that the following submission requirements, which will be needed for evaluation purposes are included in their bid proposal, and are as follows:
- 10.1.1. The service provider(s) must draft a table of contents, which will indicate where each document is located in the proposal.
 - 10.1.2. The proposal shall consist of one master original document and must indicate the prices on SBD 3.3 and Pricing Schedule Annexure A.
 - 10.1.3. The profile of the company should include a full description of similar work undertaken.
 - 10.1.4. The information of the proposed team such as the Project Manager must include relevant experience in the chosen area of expertise.
 - 10.1.5. Project reference specifies the role played by the service provider(s) in the listed projects or assignments, the project value, and the duration of the project (start and end date).
 - 10.1.6. Project reference specifying the role played by the service provider(s) in the listed projects or assignments.
 - 10.1.7. A detailed Project Plan with a clear indication of who will be responsible for the management of the assignment as well as its execution, such as the Project Team Leader. The allocation of team members on the assignment should be based on the experience in delivering the scope of work as listed.
 - 10.1.8. Standard bidding documents (SBD 1, 3.3,4 & 6.1).
 - 10.1.9. A copy of the accreditation certificate.

11. LEGISLATIVE FRAMEWORK OF THE BID

- 11.1. Tax Legislation
- 11.1.1. Bidders must at all times attempt to be compliant when submitting a proposal to DFFE and remain compliant for the entire contract term with all applicable tax legislation, including but not limited to the Income Tax Act, 1962 (Act No. 58 of 1962) and Value Added Tax Act, 1991 (Act No. 89 of 1991).
 - 11.1.2. Bidders who make taxable supplies over R1 million in any 12-month consecutive period are liable for compulsory VAT registration, but a person may also choose to register voluntarily provided that the minimum threshold of R50 000 has been exceeded in the past 12-month period.

- 11.1.3. Bidders who meet the above requirement must register as VAT vendors, if successful, within one month of the award of the bid.
- 11.1.4. SARS Tax Status Pin requirements / or Central Supplier Database (CSD) number or report must be provided.
- 11.2. Procurement Legislation
 - 11.2.1. Bidders should be cognisant of the legislation and/or standards specifically applicable to the services.
 - 11.2.2. Bidders are requested to submit a valid B-BBEE Status Level Verification Certificate issued by SANAS Accredited Verification Agency, or B-BBEE Certificate issued by CIPC, or a Sworn Affidavit commissioned by Commissioner of Oaths together with their bids. The sworn affidavit must be signed by the deponent (Bidder), in the presence of a Commissioner of Oaths where the Commissioner of Oaths must affix his/her signature, together with the stamp of the office, and affix a date on which the signature was affixed. Furthermore, the dates of the deponent and the CoO must correspond.
 - 11.2.3. If the application is made by a Joint Venture or Partnership, the accreditation credentials in the name of the joined entities should be submitted. Members of the joint venture must meet the requirements of the proposal.
- 11.3. Privacy & Protection of Personal Information Act 4 of 2013
 - 11.3.1. Protecting personal information is important to the Department of Forestry, Fisheries, and the Environment. To do so, DFFE follows general principles under applicable privacy laws and the Protection of Personal Information Act 4 of 2013 (POPIA).
 - 11.3.2. DFFE's role as the responsible party is, amongst others, to process personal information for the intended purpose for which it was obtained and in line with legal agreements with its respective/prospective service provider(s) and third parties.
 - 11.3.3. DFFE will process personal information only with the knowledge and authorisation of the bidder/respondent and will treat the personal information which comes to its knowledge as confidential and will not disclose it unless so required by law or subject to the exception contained in the POPIA.
 - 11.3.4. DFFE reserves all the rights afforded to it by the POPIA in the processing of any of its information as contained in this bid and the bidder/respondent is required to comply with all prescripts as detailed in the POPIA relating to all information concerning DFFE.
 - 11.3.5. In responding to this bid, DFFE acknowledges that it will obtain and have access to the personal information of the bidder/respondent. DFFE agrees that it shall only process the

information disclosed by the bidder/respondent in their response to this bid for evaluation and subsequent award of the tender and under any applicable law.

12. SPECIAL CONDITIONS OF THE CONTRACT

- 12.1. On appointment, the performance measures for the delivery of the project will be closely monitored by the DFFE.
- 12.2. The service provider(s) will submit a report in the form of a formal letter containing a letterhead signed by a senior manager of the language agency to the Project Manager on completion of each project, along with the translated documents, for the duration of the project. The report should indicate which document has been translated, the translation brief, into which languages it has been translated, whether or not they were submitted in the time requested, and, if not, reason(s) for such. Failure to submit the report, along with the translated documents, on time will result in penalties.
- 12.3. The Project Manager shall do the ongoing management of the Service Level Agreement.
- 12.4. The appointed service provider(s) may be subjected to security vetting and screening.
- 12.5. All information received by a service provider should be kept confidential at all times.
- 12.6. The appointed service provider(s) must guarantee the monitoring of the time frames and completion time of each document to be translated to ensure timely submission.
- 12.7. Before the appointment of a replacement, the Project Manager must approve such appointment. If a language practitioner has to leave the project, a period of at least one month is required, in which the language practitioner must work parallel with the next person (language practitioner with similar expertise and equal years of experience) appointed and able to transfer skills and knowledge.
- 12.8. **The appointed service provider(s) will be rotated on the following rotation principle regardless of the length or technicality of the document to be translated, or the number of languages in which the document has been requested to be translated, namely the appointed service provider(s) with the lowest average per-word rate for all language combinations will be first on the list, with the appointed service provider(s) with the highest average per-word rate for all language combinations last on the list. Based on this list, the appointed service provider(s) will be rotated numerically on the list as translation requests are received by the branches, giving preference to the planned translation projects of the LS Subdirectorate. The appointed service provider(s) with the same average per-word rate for all language combinations will be listed alphabetically based on the registered name of the language agency. Should the next language agency on the list to receive a new translation**

request be unable to meet the deadline of the new request, the language agency listed directly after them will be sent the new translation request. Should the language agency that was skipped submit their translation(s) by the time the next request is available, they will be given the next request.

- 12.9. The DFFE reserves the right to reconsider the appointment of any agency/agencies that do not comply with any legal requirements set in relevant legislation applicable to language practice.
- 12.10. All the conditions specified in the **General Conditions of Contract (GCC)** will apply and where the conditions in the special conditions of contract contradict the conditions in the general conditions of contract, the special conditions of contract will prevail.
- 12.11. The service provider(s) shall notify the DFFE 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(s) from any liability or obligation under the contract.
- 12.12. The proposals should be submitted with all required information containing technical information.
- 12.13. A trust, consortium, or joint venture will qualify for Preference Points if their average combined ownership is more than 50% of ownership on specific goals (for example, two or more companies claiming preference points, ownership/directorship will be combined and divided by the number of companies to ascertain the preference points).
- 12.14. The DFFE reserves the right to request additional information to validate any information submitted by bidders, including preference points claimed.
- 12.15. If the DFFE is of the view that a Bidder submitted false information regarding a specific goal, the DFFE must inform the Bidder accordingly and allow the Bidder to make representations within 14 days as to why the tender may not be disqualified or;
- 12.16. if the tender has already been awarded to the Bidder, the contract or order should not be terminated in whole or in part
- 12.17. After considering the representations, the DFFE may, if it concludes that the information relating to a Specific Goal is false, disqualify the Bidder or terminate the contract in whole or in part and if applicable, claim damages from the Bidder.
- 12.18. Poor or non-performance by the Bidder will result in the cancellation of contracts/orders.
- 12.19. Please take note that the DFFE is not bound to select any of the firms submitting proposals. The DFFE reserves the right not to award any of the bids and not to award the contract to the lowest bidding price.
- 12.20. The DFFE will not be held responsible for any costs incurred by the service providers in the preparation, presentation, and submission of the proposal.

- 12.21. The DFFE will consider Company and Individual(s) (personnel) experience and qualifications obtained within and outside the Republic of South Africa (RSA). For evaluation purposes, qualifications obtained outside the RSA must be accompanied by the SAQA Certificate of Evaluation (SCoE). The SCoE must indicate the recognition decision taken by SAQA with respect to the foreign qualification and the comparability of that qualification with a South African qualification registered on the National Qualification Framework (NQF). Foreign qualifications that are not accompanied by the SCoE will not be considered for evaluation in this contract.
- 12.22. The recognition of foreign qualifications is in terms of the South African National Qualifications Framework (NQF) conducted by SAQA. SAQA derives this mandate from the NQF Act, 2008 (Act No. 67 of 2008) (as amended) and performs the function according to the Policy and Criteria for Evaluating Foreign Qualifications within the South African NQF (as amended, 2017). (www.saqa.org.za).

13. PAYMENT TERMS

- 13.1. The DFFE undertakes to pay out in full or as per deliverables within 30 (thirty) days all valid claims for work done to its satisfaction, upon presentation of an approved detailed claim and the required reports stipulated in special conditions. No payment will be made where there is outstanding information/work not submitted by the Service Provider(s) until that outstanding information is submitted.

14. TECHNICAL ENQUIRIES

- 14.1. Should you require any further information in this regard, please do not hesitate to send written enquiries to: Tenders@dfpe.gov.za

15. ANNEXURE A: PRICE SCHEDULE

NAME OF THE COMPANY _____

#	TRANSLATE FROM:	TRANSLATE TO:	RATE PER WORD (EXCLUDING VAT)	VAT AT 15% (PER WORD)	RATE PER WORD (INCLUDING VAT)
1	English	Afrikaans	R	R	R
2	English	isiNdebele	R	R	R
3	English	isiXhosa	R	R	R
4	English	isiZulu	R	R	R
5	English	Sepedi	R	R	R
6	English	Sesotho	R	R	R
7	English	Setswana	R	R	R
8	English	Siswati	R	R	R
9	English	Tshivenda	R	R	R
10	English	Xitsonga	R	R	R

16. ANNEXURE B: NEMA 3A PUBLIC NOTICE



**forestry, fisheries
& the environment**

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

INVITATION TO PARTICIPATE IN THE PUBLIC PARTICIPATION PROCESS

THE NATIONAL ENVIRONMENTAL CONSULTATIVE AND ADVISORY FORUM WAS APPOINTED IN TERMS OF SECTION 3A OF THE NATIONAL ENVIRONMENTAL MANAGEMENT ACT, 1998 (ACT NO. 107 OF 1998) (NEMA) TO ADVISE THE MINISTER OF FORESTRY, FISHERIES, AND THE ENVIRONMENT ON MATTERS ARISING FROM APPLICATIONS FOR THE SUSPENSION AND POSTPONEMENT OF COMPLIANCE WITH THE MINIMUM EMISSION STANDARDS AND THE APPLICATIONS FOR THE ISSUANCE OF PROVISIONAL ATMOSPHERIC EMISSION LICENCES

Section 24 of the Constitution of the Republic of South Africa, 1996 (Act No. 108 of 1996) provides for the right to an environment that is not harmful to the health or well-being of people and to have the environment protected for the benefit of present and future generations. To give effect to these rights in the context of air quality, the National Environmental Management: Air Quality Act, 2004 (Act No. 39 of 2004) (NEM: AQA) was promulgated to provide reasonable measures for the protection and enhancement of the quality of air in the Republic of South Africa, to prevent air pollution and ecological degradation, and to secure ecological sustainable development while promoting justifiable economic and social development.

Section 21 of NEM: AQA requires the Minister responsible for the environment (the Minister) to publish a list of activities which result in atmospheric emissions and which the Minister reasonably believes have or may have a significant detrimental effect on the environment, including health, social conditions, economic conditions, ecological conditions or cultural heritage. These identified activities are known as Listed Activities and companies require an Atmospheric Emission Licence (AEL) to conduct them. Section 21 further requires the establishment of Minimum Emission Standards (MES) for specified pollutants or a mixture of substances resulting from the Listed Activities.

Companies that could not meet the prescribed MES within the legislated timeframes could apply for the postponement of the compliance timeframes to the National Air Quality Officer (NAQO). During 2019, the NAQO received the last applications for postponements and suspensions to comply with the new plant

standards and applications for Provisional Atmospheric Emissions Licences (PAELs). The NAQO granted some of the applications for postponement and suspension with the MES and some of the applications for PAELs, and refused others. These decisions led to a number of appeals, namely those seeking to appeal the NAQO's decisions to grant the applications and those seeking to appeal. Consequently, the Minister must consider various and conflicting grounds of appeal within the context of section 24 of the Constitution of the Republic of South Africa, 1996 (Act No. 108 of 1996) and the socio-economic conditions in the country.

Owing to the complex nature of the issues arising from these matters, the Minister is of the view that a comprehensive consultative process is required to address the issues emanating from the various applications for suspension and/or postponement of compliance from the timeframes of the MES and/or for the issuance of PAELs. The Minister, acting in terms of the National Environmental Management Act, 1998 (Act No. 107 of 1998) (NEMA), invoked section 3A of NEMA to establish a National Environmental Consultative and Advisory Forum (NECA Forum). The purpose of the NECA Forum is to conduct an extensive consultative process with all interested and affected parties (I&APs), to assess and present relevant research and analysis for review and interrogation, and to develop a comprehensive report to the Minister on the outcome of the NECA Forum. The report will provide the Minister with practical solutions to resolve the issues arising in respect of the non-compliance with the MES, including the related appeals and applications for the issuance of PAELs.

The public participation process will entail public meetings and I&APs will have an opportunity to submit written comments and representations. A period from 15 October 2022 to 30 November 2022 is provided for all I&APs to review and submit comments regarding this process, the applications for postponement/suspension, including the related appeals and applications for the issuance of PAELs. All written comments and representations must be submitted by 30 November 2022. Background documents are accessible from either the website of the Department of Forestry, Fisheries and the Environment (DFFE) at https://www.dffe.gov.za/event/deptactivity/minimumemissionstandards_publicconsultations or <https://saagis.environment.gov.za/> and from the affected facilities listed below.

All I&APs are invited to public meetings as per the schedule below. The address for the venue will be published on the DFFE (https://www.dffe.gov.za/event/deptactivity/minimumemissionstandards_publicconsultations) and SAAQIS (<https://saagis.environment.gov.za/>) websites.

DATE	TIME	VENUE	AFFECTED FACILITY
Monday, 14 November 2022	10:00-14:00	Witbank	Duvha Power Station Kendal Power Station
Tuesday, 15 November 2022	10:00-14:00	Hendrina	Hendrina Power Station Komati Power Station Arnot Power Station

DATE	TIME	VENUE	AFFECTED FACILITY
Tuesday, 15 November 2022	10:00-14:00	Saldanha Bay	Green Oil and Lubricants
Wednesday, 16 November 2022	10:00-14:00	Kriel	Kriel Power Station Matla Power Station
Wednesday, 16 November 2022	10:00-14:00	East London	Port Rex Power Station
Thursday, 17 November 2022	10:00-14:00	Ermelo	Camden Power Station Tutuka Power Station
Friday, 18 November 2022	10:00-14:00	Amersfoort	Majuba Power Station
Monday, 21 November 2022	10:00-14:00	Pietermaritzburg	Hulamin Pietermaritzburg
Tuesday, 22 November 2022	10:00-14:00	Vanderbijlpark	Arcelormittal Vanderbijlpark WorksLethabo Power Station
Wednesday, 23 November 2022	10:00-14:00	Standerton	Grootvlei Power Station Tutuka Power Station
Thursday, 24 November 2022	10:00-14:00	Lephalale	Matimba Power Station Medupi Power Station

Should I&APs require assistance in accessing the documentation or obtaining further information and/or submitting comments and written presentations, please contact SCM officials on 012 399 9892 or at Tenders@dffe.gov.za.

17. ANNEXURE C – CV TEMPLATE TO BE COMPLETED BY LANGUAGE PRACTITIONERS

1. Surname	
2. Name	
3. National ID / Passport Number	
4. Contact Number	
5. Email Address	
6. Proposed role on the project	

7. Education:

Year Completed	Institution	Qualification(s) obtained	NQF Level

8. Language skills: Indicate competence on a scale from 1 (basic) to 5 (excellent) Membership of professional bodies:

Name of professional body	Year joined	Membership Number

9. Other skills: (e.g. Computer literacy, etc.)

10. Present position:

Name of Employer	
Position	
Date from - Date to	

11. Years within the institution:

12. Key experience relevant to the terms of reference: (List specific assignments relevant to the terms of reference)

Name of Employer	Name of Client	Role on Assignment	Client Reference (Provide contact person and contact details)	Date from - Date to	Description of key experience as per the requirements of Terms of Reference

13. Professional experience:

Name of Employer	Date from - Date to	Reference (Provide contact person and contact details)	Position	Description of duties

14. Other relevant information (e.g. Publications)

THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

July 2010

GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

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

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

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

TABLE OF CLAUSES

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

General Conditions of Contract

1. Definitions

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

RSA.

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

obligations of the supplier covered under the contract.

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

2. Application

- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

4. Standards

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

5. Use of contract documents and information; inspection.

- 5.1 The supplier shall not, without the purchaser’s prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser’s prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier’s performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier’s records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

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

7. Performance security

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

8. Inspections, tests and analyses

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

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

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

9. Packing

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

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

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental services

- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

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

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

14. Spare parts

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

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

15. Warranty

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

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

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

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

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

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

16. Payment

- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

17. Prices

- 17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.

18. Contract amendments

- 18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.

19. Assignment

- 19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.

20. Subcontracts

- 20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

21. Delays in the supplier's performance

- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the

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

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

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

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

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

may be due to him

25. Force Majeure

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

28. Limitation of liability

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

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

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

Js General Conditions of Contract (revised July 2010)



DEPARTMENT OF FORESTRY, FISHERIES AND THE ENVIRONMENT

BAS ENTITY MAINTENANCE FORM

Head Office Only

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

The Director General

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

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

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

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

Please ensure information is validate as per required bank screens .

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

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

Company / Personal Details

Registered Name

Trading Name

Tax Number

VAT Number

Title:

Initials:

Full Names

Surname

Persal Number

Address Detail

Address

(Compulsory if Supplier)

Physical

Postal

Postal Code

New Detail

☐ New Supplier information ☐ Update Supplier information

Supplier Type:

☐ Individual
☐ Company
☐ CC

☐ Department
☐ Trust
☐ Other (Specify)

☐ Partnership

Department Number

