



forestry, fisheries
& the environment

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

INVITATION TO BID

BID NUMBER: DFFE-T054 (23-24)

THE APPOINTMENT OF MEDICAL DOCTORS WITHIN THE CAPE TOWN METROPOLITAN AREA TO CONDUCT MANDATORY MEDICAL EXAMINATIONS, TESTS, AND ASSOCIATED SERVICES RELATED TO ONE OR MORE OF THE FOLLOWING:

- 1. PERFORMING WORK DUTIES AT SEA AS REQUIRED BY THE SOUTH AFRICAN MARITIME SAFETY AUTHORITY (SAMSA)**
- 2. COMMERCIAL SCIENTIFIC DIVING AS LEGISLATED BY THE DEPARTMENT OF LABOUR AND EMPLOYMENT (DLE) AND THE SERVICES OF A DESIGNATED MEDICAL PRACTITIONER**
- 3. PARTICIPATION IN SOUTHERN OCEAN AND ANTARCTIC EXPEDITIONS AS REQUIRED BY THE MILITARY HEALTH SERVICE (SAMHS)**
- 4. MEDICAL RADIOLOGY SERVICES IN SUPPORT OF 1,2 AND 3 ABOVE**
- 5. MEDICAL PATHOLOGY SERVICES IN SUPPORT OF 1,2 AND 3 ABOVE**

Contact person:

Name: Ms. Ncumisa Mabece

Telephone No. 021 493 7239

E-Mail: nmabece@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

CLOSING DATE OF THE BID: 26 FEBRUARY 2024 AT 11H00

NB: Bidders should note that enquiries will only be allowed at least 10 days before the tender closes.

NON-COMPULSORY INFORMATION SESSION:

A compulsory information session will be held to provide clarity to the interested bidders concerning the scope and extent of the work. The bidders will have the opportunity to ask questions where needed.

The compulsory information session will be held as follows:

Date: **13 FEBRUARY 2024**
Time: **10:00-12:00**
Platform/ Venue: **DEPARTMENT OF FORESTRY, FISHERIES, AND THE ENVIRONMENT,
2ND FLOOR BOARDROOM, FORESTRUST BUILDING, MARTEN
HAMERSCHLAGT WAY, FORESHORE (CAPE TOWN)**

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	DFFE-T054 (23-24)	CLOSING DATE: 26 FEBRUARY 2024	CLOSING TIME:	11:00	
DESCRIPTION	FOR THE APPOINTMENT OF MEDICAL DOCTORS WITHIN THE CAPE TOWN METROPOLITAN AREA TO CONDUCT MANDATORY MEDICAL EXAMINATIONS, TESTS, AND ASSOCIATED SERVICES RELATED TO ONE OR MORE OF THE FOLLOWING: <ol style="list-style-type: none"> 1. PERFORMING WORK DUTIES AT SEA AS REQUIRED BY THE SOUTH AFRICAN MARITIME SAFETY AUTHORITY (SAMSA) 2. COMMERCIAL SCIENTIFIC DIVING AS LEGISLATED BY THE DEPARTMENT OF LABOUR AND EMPLOYMENT (DLE) AND THE SERVICES OF A DESIGNATED MEDICAL PRACTITIONER 3. PARTICIPATION IN SOUTHERN OCEAN AND ANTARCTIC EXPEDITIONS AS REQUIRED BY THE MILITARY HEALTH SERVICE (SAMHS) 4. MEDICAL RADIOLOGY SERVICES IN SUPPORT OF 1,2 AND 3 ABOVE 5. MEDICAL PATHOLOGY SERVICES IN SUPPORT OF 1,2 AND 3 ABOVE 				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
Department of Forestry, Fisheries and the Environment					
63 Strand Street					
Cape Town					
8000					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Ms. Ncumisa Mabece		CONTACT PERSON	Mr. Ashley Johnson	
TELEPHONE NUMBER	021 493 7239		TELEPHONE NUMBER		
FACSIMILE NUMBER	N/A		FACSIMILE NUMBER	N/A	
E-MAIL ADDRESS	nmabece@dffe.gov.za		E-MAIL ADDRESS	ajohnson@dffe.gov.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No	
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER 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?

YES NO

DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?

YES NO

IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?

YES NO

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

**PART B
TERMS AND CONDITIONS FOR BIDDING**

1. BID SUBMISSION:	
1.1.	BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2.	ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED-(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
1.3.	THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4.	THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).
2. TAX COMPLIANCE REQUIREMENTS	
2.1	BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2	BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3	APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
2.4	BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5	IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6	WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7	NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:
(Proof of authority must be submitted e.g. company resolution)

DATE:

PRICING SCHEDULE
(Professional Services)

NAME OF BIDDER:	BID NO: DFFE-T054 (23-24)
CLOSING TIME: 11:00	CLOSING DATE: 26 FEBRUARY 2024

OFFER TO BE VALID FOR120.....DAYS FROM THE CLOSING DATE OF THE BID.

DESCRIPTION: THE APPOINTMENT OF MEDICAL DOCTORS WITHIN THE CAPE TOWN METROPOLITAN AREA TO CONDUCT MANDATORY MEDICAL EXAMINATIONS, TESTS, AND ASSOCIATED SERVICES RELATED TO ONE OR MORE OF THE FOLLOWING:

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5. **MEDICAL PATHOLOGY SERVICES IN SUPPORT OF 1,2 AND 3 ABOVE**

**(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. R.....

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

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

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

-----	R-----	----- days
-----	R-----	----- days
-----	R-----	----- days
-----	R-----	----- days

- 5.1 Travel expenses (specify, for example, rate/km and total km, class of air travel, 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.....

Name of Bidder:

-----	R.....
-----	R.....
TOTAL: R.....			

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

5.2 Other expenses, for example, accommodation (specify, eg. Three star hotel, bed, and breakfast, telephone cost, reproduction cost, etc.). On the 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 the project after acceptance of bid
.....
- 7. Estimated man-days for completion of project
.....
- 8. Are the rates quoted firm for the full period of the 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: Ms. Ncumisa Mabece
Tel: (021) 493 7239
E-mail: nmabece@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 is 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 the table below.

Full Name	Identity Number	Name of State institution

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

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:

.....
.....

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 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, or 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.

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.

- 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 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
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2 To be completed by the organ of state

(delete whichever is not applicable for this tender).

- a) The applicable preference point system for this tender is the 90/10 preference point system.
- b) The applicable preference point system for this tender is the 80/20 preference point system.
- c) Either the 90/10 or 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 OR 90/10 PREFERENCE POINT SYSTEMS

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

$$Ps = 80 \left(1 - \frac{Pt - Pmin}{Pmin} \right) \text{ or } Ps = 90 \left(1 - \frac{Pt - Pmin}{Pmin} \right)$$

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 or 90 points is allocated for price on the following basis:

$$Ps = 80 \left(1 + \frac{Pt - Pmax}{Pmax} \right) \text{ or } Ps = 90 \left(1 + \frac{Pt - Pmax}{Pmax} \right)$$

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 either the 90/10 or 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 (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
more than 50% (fifty percent) ownership by Black people	10	20		
more than 50% (fifty percent) ownership by Women	10	20		
more than 50% (fifty percent) ownership by people with disabilities	10	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

DEPARTMENT OF FORESTRY, FISHERIES AND THE ENVIRONMENT (DFFE) 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 MEDICAL DOCTORS WITHIN THE CAPE TOWN METROPOLITAN AREA TO CONDUCT MANDATORY MEDICAL EXAMINATIONS, TESTS, AND ASSOCIATED SERVICES RELATED TO ONE OR MORE OF THE FOLLOWING:

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- 5. MEDICAL PATHOLOGY SERVICES IN SUPPORT OF 1,2 AND 3 ABOVE**

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1. PURPOSE

1.1. The purpose of this document is to procure the services of:

1.1.1. Medical Doctors within the greater Cape Town Metropolitan area to conduct mandatory medical examinations and associated tests for a period of five (5) years in order to ensure compliance with relevant legislative instrument requirements.

The Bid contains six (6) component medical services required and are listed individually below:

1.1.1.1. To certify fitness in compliance with the Department of Labour and Employment (DLE) requirements for officials and participants undertaking commercial/scientific diving as defined by the Commercial Diving Regulations (2022); and

1.1.1.2. To act as Designated Medical Practitioner (DMP), as defined by the most recent and applicable Commercial Diving Regulations and in compliance with the requirements of the Chief Inspector that may be amended in the future, and

1.1.1.3. To certify fitness to conduct operations and work at sea on Research Vessels, as required by the South African Maritime Safety Authority (SAMSA) Medical Doctors would have to be Registered with SAMSA to undertake such certification; and

1.1.1.4. To certify medical fitness, in compliance with the South African Military Health Services (SAMHS) requirements, of participants undertaking Over-Wintering expeditions at remote locations of Marion Island, Gough Island, and South Africa's Antarctic Base (SANAE IV); and

1.1.1.5. To perform medical Pathology analysis, as requested by contracted Medical Doctors in 1.1.1.1 to 1.1.1.4 above, and

1.1.1.6. To perform medical Radiology analysis, as requested by contracted Medical Doctors in 1.1.1.1 and 1.1.1.4 above.

1.2. Bidders may respond to more than one component of the Bid, where applicable, however such Bidders must have the required additional professional qualification as well as the additional registration with the necessary body that regulates:

1.2.1. Commercial/Scientific Diving (Department of Labour and Employment),

1.2.2. DMP (Department of Labour and Employment),

1.2.3. performing work at sea (South African Maritime Safety Authority).

1.3. Importantly however in a case where Bidders respond to more than one component of this Bid, as listed in 1.1.1.1 to 1.1.1.6, each response must be treated as a separate submission and under no circumstances should a single Bid contain more than one component.

- 1.4 Bidders are to indicate clearly below which component of the Bid is being responded to within each submission by ticking the appropriate Box:

Item No	MEDICAL SERVICES COMPONENT	Indicate with a tick	
		YES	NO
1	COMMERCIAL/SCIENTIFIC DIVING ACCORDING TO DEPARTMENT OF LABOUR AND EMPLOYMENT		
2	COMMERCIAL DIVING DESIGNATED MEDICAL PRACTITIONER		
3	SAMSA SEA-GOING MEDICAL		
4	SOUTHERN OCEAN AND ANTARCTIC EXPEDITION MEDICALS ACCORDING TO SAMHS		
5	MEDICAL PATHOLOGY		
6	MEDICAL RADIOLOGY		

2. INTRODUCTION AND BACKGROUND

- 2.1. The Department, through the Branch: Oceans and Coasts and Branch: Fisheries, undertake activities and functions that are associated with high levels of risk. Therefore, these activities must adhere to strict protocols related to Occupational Health and Safety as well as specific related Regulations. As a result, the Department intends to contract for a period of five (5) years, medical professionals to ensure compliance with high-risk activities that will include:
- 2.1.1. Sea-Going Certification through South African Maritime Safety Authority (SAMSA) registered medical practitioners.
 - 2.1.2. Commercial/Scientific Diving Certification through medical practitioners registered as Dive Practitioners with the Department of Labour and Employment (DLE).
 - 2.1.3. Designated Medical Practitioner (DPM) as defined by the most recent Diving Regulations as published by DLE.
 - 2.1.4. The Southern Ocean and Antarctic Expedition member certification is prescribed by the South African Military Health Services (SAMHS).
 - 2.1.5. Medical Pathology services.
 - 2.1.6. Medical Radiology services.
- 2.2. Commercial/Scientific Diving:
- 2.2.1. Commercial/ Scientific Diving occurs within the ocean space surrounding South Africa as well as remote areas, such as around Marion and Prince Edward Islands in the Southern Ocean, and foreign territories, like Namibia, Angola, Mozambique, and Tanzania, etc. in the pursuance of marine scientific research.

- 2.2.2. Commercial/Scientific Diving must adhere to the Occupational Health and Safety Act or OHSA (Act No. 85 of 1993), however, additional Regulations apply, as enforced and monitored by the Department of Employment and Labour. Scientific Diving is classified as a form of Commercial Diving and is additionally impacted on by the Commercial Diving Regulations (2022) that expands on Section 43 of OHSA to deal with the specificities of this activity. The Department of Labour and Employment, through the Chief Inspector, assigns and designates specialised medical professionals to conduct the required mandatory examinations. Upon each visit, the divers are required to also have blood taken by a pathologist and x-rays done by radiologists. All this information is then analysed by the medical doctor collectively and a decision is then taken to declare the individual fit or additional testing is performed. All these costs cannot be predetermined as it all is incumbent on the initial test results;
- 2.2.3. These medical services are mandatory and if not complied with, officials are unable to perform important functions within the Department. This will result in large gaps within the scientific services delivered for critical management decisions made by DFFE.
- 2.2.4. In addition, the Department must appoint a Designated Medical Practitioner (DMP) for all diving operations in terms of Regulation 19(5) of the Commercial Diving Regulations 2022. A DMP must have the additional qualification and practice as an Occupational Medicine Practitioner with a completed course in Underwater Medicine through an organisation recognised by the Chief Inspector
- 2.2.5. Bidders may bid for this or any of the other Bids referred to in 2.1 if they can deliver the range of services required and are authorised to do so with the relevant Authority.
- 2.3. Sea-Going SAMSA Medicals:
 - 2.3.1. Performing work duties at sea on ships and vessels of various sizes that undertake Departmental functions in the ocean and coastal areas surrounding South Africa, such as but not limited to scientific research, compliance, monitoring, and over-wintering at remote bases on Marion Island, Gough Island, and the Antarctic. In terms of the South African Maritime Safety Authority (SAMSA) Act (Act No. 5 of 1998), which incorporates several other Acts such as the Merchants Shipping Act and its numerous Amendments, calls for mandatory medical examinations for those doing duty onboard a vessel. As officials and participants undertake a variety of work duties at sea, they must undergo medical examinations as and when required.
 - 2.3.2. SAMSA has designated several medical professionals to perform this task to ensure compliance with its required standards, as published in their *GOP-538.01 – The Maritime Medical Standards Code* (Annexure 1). The medical examination will result, if passed, in an official or participant being declared fit and issued with certification that must be presented to the Master of the vessel.

- 2.3.3. The cruises undertaken by the Department draw on a range of expertise from within as well as from other institutions nationally. Therefore, participants are from across the country, and it is for this reason, that the Department seeks medical doctors and/or Hospital Groups within all major cities and towns that can undertake and facilitate the required medical services.
- 2.3.4. Currently, approximately 150 scientific participants undertake Fisheries and Environmental Research on several research cruises per year. A further 100 participants partake in Southern Oceans and Antarctic Cruises that occur at a minimum of three times per year. In addition, several Fisheries Compliance Officers require certification at locations along the entire South African coastline. Therefore, this Bid seeks to ensure that officials and participants in these Departmental activities and duties at sea are compliant with the SAMSA Act (Act No. 5 of 1998). Due to the national footprint of activities that require officials and participants to be certified, the Bid seeks to appoint several Medical Doctors that are in all major cities or towns in South Africa that have been registered by the SAMSA to issue Certificates of Fitness to perform required duties at sea.
- 2.4. Southern Ocean and Antarctic Expeditions
 - 2.4.1. Members of the Expedition Teams working at remote bases on Gough Island, Marion Island, and the Antarctic. Due to the remoteness of the Bases, the competent authority within South Africa that regulates such activities namely the SA Military Health Services (SAMHS) has issued a Protocol to be followed in terms of medical examinations to assess the fitness of Expedition members as their stay at the remote bases is for a period of approximately 12-months. The list of tests is attached in Annexure 2.
 - 2.4.2. The Expeditions undertaken by the Department draw on a range of expertise from within as well as from other institutions nationally. Therefore, participants are from across the country, and it is for this reason, that the Department seeks medical doctors and/or Hospital Groups within all major cities and towns that can undertake and facilitate the required medical services.
 - 2.4.3. Currently, approximately 100 participants partake in Southern Oceans and Antarctic Cruises that occur at a minimum of three times per year. Of these, approximately 10-15 members remain at the remote Bases for a period of 12 months. Therefore, this Bid seeks to ensure that officials and participants in these Departmental activities are compliant with the SAMHS Protocol. Due to the national footprint of activities that require officials and participants to be certified, the Bid seeks to appoint several Medical Doctors that are in all major cities or towns in South Africa.
- 2.5. Medical Pathology Services

- 2.5.1. Medical Pathology services are required in support of the mandatory medical examinations related to (1) Over-Wintering Southern Oceans and Antarctic Expeditions to South African bases on Gough Island, Marion Island, and the South African National Antarctic Base as indicated in Annexure 2, (2) Commercial/Scientific Diving medicals as prescribed by the Department of Labour and Employment (DLE) and (3) Sea-Going Medicals as required by the South African Maritime Safety Authority (SAMSA) as indicated in Annexure 1.
- 2.5.2. Within the Department there are approximately 100 participants that partake in Southern Oceans and Antarctic Cruises that occur at a minimum of three times per year, approximately 250 officials and participants that require SAMSA approval to perform duties at sea, and a further 30 Commercial/Scientific Divers that require medical fitness certification.
- 2.5.3. This Bid seeks to ensure that officials and participants in these Departmental activities and duties have access to Medical Pathology services for contracted medical professionals to assess the fitness of each to undertake such duties. Due to the national footprint of participants the Bid seeks to appoint several Medical Pathologists that are located in all major cities or towns able to perform the service and submit their reports to the referring doctor, as contracted by the Department.
- 2.5.4. Medical doctors appointed to undertake the mandatory tests and examinations will refer individuals to the Pathology services for the required purposes.
- 2.6. Medical Radiology Services:
 - 2.6.1. Medical Radiology services are required in support of the mandatory medical examinations related to (1) Over-Wintering Southern Oceans and Antarctic Expeditions to South African bases on Gough Island, Marion Island, and the South African National Antarctic Base as indicated in Annexure 2, (2) Commercial/Scientific Diving medicals as prescribed by the Department of Labour and Employment (DLE) and (3) Sea-Going Medicals as required by the South African Maritime Safety Authority (SAMSA) as indicated in Annexure 1.
 - 2.6.2. Within the Department there are approximately 100 participants that partake in Southern Oceans and Antarctic Cruises that occur at a minimum of three times per year, approximately 250 officials and participants that require SAMSA approval to perform duties at sea, and a further 30 Commercial/Scientific Divers that require medical fitness certification.
 - 2.6.3. This Bid seeks to ensure that officials and participants in these Departmental activities and duties have access to Medical Radiology services for contracted medical professionals to assess the fitness of each to undertake such duties. Due to the national footprint of participants the Bid seeks to appoint several Medical Radiologists that are located in all major cities or towns able to perform the service and submit their reports to the referring doctor, as contracted by the Department.

2.6.4. Medical doctors appointed to undertake the mandatory tests and examinations will refer individuals to the Radiology services for the required purposes.

3. OBJECTIVES

- 3.1. The objectives of the medical service are to ensure full compliance with applicable Laws, Regulations, Protocols, and any other legally binding instrument, of all officials and participants in undertaking:
 - 3.1.1. Commercial/Scientific diving under the Commercial Diving Regulations 2022. Each official or participant will be issued with a Medical Certificate of fitness that will allow them to undertake their duties. The Medical Certificate of fitness will be issued at a frequency as required by the aforementioned DLE Regulations, by a Medical Doctors recognised by the DLE;
 - 3.1.2. The Department also seeks to appoint a Designated Medical Practitioner (DMP) for all Diving Operations in terms of the Commercial Diving Regulations 2022, as recognised by the Chief Inspector of the DLE;
 - 3.1.3. The performance of Working at sea on the fleet of Departmental vessels by the SAMSA Regulations as contained in the SAMSA Act (Act No. 5 of 1998). Each official or participant will be issued with a Medical Certificate of fitness that will allow them to undertake their duties at sea. The Medical Certificate of fitness will be issued at a frequency as required by the SAMSA Regulation by Medical Doctors registered with SAMSA.
 - 3.1.4. The Southern Ocean and Antarctic Expedition, forming part of the Expedition Teams that remain on the remote Research bases of Gough Island, Marion Island, and the Antarctic under the SAMHS Protocol.
- 3.2. For the above to occur, the services of Medical Radiologists and Medical Pathologists are required to conduct the necessary tests and analyses, as contained in Annexure 1 and Annexure 2, that would allow the contracted Medical Doctors to issue Certificates of Fitness to the officials or participants in the above activities listed.
- 3.3. All appointments will be for a period of five (5) consecutive years.
- 3.4. In the event that a Bidder is able to respond to more than one component of this Bid, each component must be treated as a separate submission with a complete set of documents for each that relates to the selection made in Paragraph 1.4. Bidders should therefore treat each component of the Bid as an individual submission.
- 3.5. The aforementioned medical professionals, after thorough examination and analysis of various test results, may refer officials for further medical tests or evaluations beyond the mandatory tests from any other medical profession, as required, to ascertain the fitness of the official to undertake the required function. However, in such an event and as far as possible the appointed medical professionals must

act as a coordination and billing point for the additional services required to facilitate payments to all requested services. Further testing will require the prior approval of the Senior Manager responsible.

- 3.6. Each medical professional will enter into a Service Level Agreement with the Department for the period.

4. SCOPE AND EXTENT OF WORK

- 4.1. The Department of Forestry, Fisheries and the Environment (DFFE) seeks to appoint service provider/s within the Cape Town Metropolitan area that can ensure officials and participants that undertake the activities in (3.1) are medically fit to do so as required by the applicable legislation, protocols or legal instrument. Medical Fitness of individuals may require the additional services of medical radiology and medical pathology in order to make that assessment, as stipulated in (3.2).

- 4.2. The components of the Bid are listed below in 4.3 to 4.7 below.

- 4.3. Commercial/Scientific Diving:

- 4.3.1. Scientific Diving is classified as a form of Commercial Diving and is additionally impacted on by the Diving Regulations (2022) that expands on Section 43 of OHS Act to deal with the specificities of this activity. An annual assessment of current fitness and long-term effects of exposure to diving (proactive approach) to protect the well-being of employees against latent exposure to diving which could have chronic implications.

- 4.3.2. In order for a Bidder to respond to offering the services required to declare an employee or participant medically fit to undertake this function, the Bidder must be authorised and recognised to do so by the Chief Inspector of the Department of Labour and Employment.

- 4.3.3. In addition to the appointment of medical doctors to undertake the annual fitness certification, the Department also requires the services of a Designated Diving Medical Practitioner (DMP), as required by the Department of Labour and Employment Commercial Diving Regulations (2022) to audit, advise and facilitate mandatory and emergency medical advice and treatments related to diving operations and diving accidents.

- 4.3.4. In order for a Bidder to act as a DMP, the Bidder must be authorised and recognised to do so by the Chief Inspector of the Department of Labour and Employment and have the additional medical qualification and practice as an Occupational Medicine Practitioner with a completed course in Underwater Medicine through an organisation recognised by the Chief Inspector

- 4.4. Scientific Duties at Sea:

- 4.4.1. Officials and participants perform scientific duties at sea on various Research Vessels and boats and are therefore required to have a Certificate of Fitness issued by the South African Maritime Safety Authority (SAMSA). SAMSA has designated several medical professionals to issue such certifications in all major centres across South Africa. Such designated medical professionals use the SAMSA published *GOP-538.01 – The Maritime Medical Standards Code* (Annexure 1) to provide the standards, in guidance form, which must be applied to all seafarers, except where specific exceptions are made in the Act, Regulations, in the SAMSA Code or elsewhere as may be applicable.
- 4.4.2. In order for a Bidder to respond to offering the services required to declare an employee or participant medically fit to undertake this function, the Bidder must be authorised and recognised to do so by the SAMSA.
- 4.5. Southern Ocean and Antarctic Expedition Members:
 - 4.5.1. All officials and participants that form part of the Expedition Teams that remain on the remote Research bases of Gough Island, Marion Island, and the South African National Antarctic Programme must undergo medical tests under the current South African Military Health Services (SAMHS) Protocol. The SAMHS Protocol was developed to minimise the medical health risks of participants as any pre-condition may result in evacuation under extremely dangerous conditions. Therefore, each Expedition member will be issued with a Medical Certificate of Fitness that will allow them to undertake their duties at these remote bases. The SAMHS Protocol checklist is attached as Annexure 2.
- 4.6. Medical Pathology and Medical Radiology Services:
 - 4.6.1. In the pursuance of establishing medical fitness by the appointed doctors given in (3.1), Medical Pathology and Medical Radiology services will be required to make an informed decision before the issue of a Medical Certificate/Report of Fitness. As a result, the Department requires the appointment of such services in support of the medical doctors to be appointed.
- 4.7. In the event that a Bidder is able to respond to more than one component of this Bid, the Bidder must ensure that they have the necessary additional authorisation by the oversight body as mentioned in 4.4 and 4.5 above.
- 4.8. However, in the event that a Bidder responds to more than one component, each submission must be treated as a separate Bid Response and must not be amalgamated for any reason. It is therefore important that the Bidder clearly indicates in each Terms of Reference, which component is being addressed in each Bid Response submission as contained in Paragraph 1.4.
- 4.9. Additional Medical Services Not Contracted:

4.7.1. The aforementioned Medical Doctors, after thorough examination and analysis of various test results, may refer officials for further medical tests or evaluations beyond the mandatory tests from any other medical profession, as required, to ascertain the fitness of the official or participant in any of the activities referred to in paragraph 3.1. However, in such an event and as far as possible the appointed medical professionals must (1) obtain approval from the relevant Senior Manager and (2) act as a coordination and billing point for the additional services required to facilitate payments to all requested services. This will be inserted within the Service Level Agreement.

5. EXPECTED DELIVERABLES / OUTPUTS

- 5.1. In the case of contracted Medical Doctors for Commercial/Scientific Diving, SAMSA, and Southern Ocean and Antarctic Expedition medical tests, the service provider/s will:
- 5.1.1. Arrange a suitable appointment timeslot/s for all officials and participants to have their mandatory medical examinations and tests done at a frequency as required by the Regulations or one month before the expiration of the previously issued Medical Certificate of Fitness.
 - 5.1.2. Arrange a suitable appointment timeslot/s for an official/s to go for the Medical Pathology and Medical Radiology tests or examinations with service providers contracted by the Department as stipulated.
 - 5.1.3. Issue each official or participant with a report and/or letter and/or certificate based on all the necessary tests and examinations to declare him/her fit/unfit to undertake their duties under legislative requirements and at a frequency as stipulated by the applicable regulations.
 - 5.1.4. If additional tests or examinations are required by a different Medical Profession, not covered within paragraph 3.1, the contracted Medical Doctor will require the written permission of the Departmental Senior Manager responsible before making additional arrangements or appointments.
 - 5.1.5. In the case of the DMP2, the services provider/s will, as stipulated in the Diving Regulation (2008), Section 15, paragraphs 4a-c and paragraph 5a:
 - 5.1.5.1. Carry out a medical examination, including such tests as are required by the chief inspector, provided that when an examination of a specialized nature is required, the designated medical practitioner need not personally perform such examination.
 - 5.1.5.2. Issue a medical certificate of fitness based on the results of the medical examination or endorse such certificate after each medical re-examination.

5.1.5.3. Forward the diving fitness registry information listed in regulation 16(9)

5.1.5.4. In addition to the functions of a level 1 designated medical practitioner render medical assistance as part of a diving project, including medical advice and recompression treatment assistance.

6. PERIOD / DURATION OF PROJECT / ASSIGNMENT

6.1. The contract for the service will be entered into with the service provider/s for a period of five (5) years from the time of signature on the Service Level Agreement. All quotes supplied must be valid for 120 days.

7. COSTING / COMPREHENSIVE BUDGET

7.1. A comprehensive fixed costing must be provided on (SBD 3.3) and Annexure A-Pricing Schedule inclusive of all disbursement costs, such as delivery costs, traveling and accommodation costs, and other expenses inclusive of VAT.

7.2. Each Bidder must indicate which part/s of the Bid is/are being responded to at the Top of Annexure A – Pricing Schedule.

7.3. The price should be the cost of the mandatory medical examination and must include any disbursement costs, administrative and associated expenses, and VAT and must be priced in South African Rand (ZAR) inclusive of VAT.

7.4. The service provider/s must ensure the correctness and price validity of the quote. All prices must be inclusive of all direct and indirect costs (i.e., administrative costs, etc.)

7.5. DFFE reserves the right to negotiate price with a recommended service provider identified in the evaluation process without offering the same opportunity to any other bidder(s) who have not been recommended.

7.6. The service provider MUST use SBD 3.3 and Annexure A-Pricing Schedule to indicate their rates in line with the provisions of deliverables in section 5 above.

7.7. The price will be valid for 120 days.

7.8. Traveling costs and time spent or incurred between the home and office of Service Providers and the DFFE office will not be for the account of DFFE.

7.9. The bid prices in the pricing proposal shall be for the first year period determined from the tender base date and no change during this period will be allowed for escalation.

- 7.10. On every subsequent 12-month anniversary date of the Contract base date, the pricing shall be adjusted by the twelve-month year-on-year CPI index (as published in the monthly bulletin PO141. of Statistics South Africa under table B) and fixed at this value for the following 12-month period.
- 7.11. The appointment will be valid for a period of five (5) years, and it would be expected of the service provider/s to fully execute all instructions issued within this contract period.

8. INFORMATION SESSION

- 8.1. Is the briefing session applicable?

YES

- 8.2. Is it a compulsory briefing session?

NO

- 8.3. Request for clarification of the tender document, questions, or queries, if necessary, must be submitted to the DFFE representative as listed under technical inquiries at least seven (07) calendar days before the stipulated closing date and time of the tender in writing. However, DFFE shall not be liable nor assume liability for failure to respond to any questions and/or queries raised by the bidder.

9. EVALUATION CRITERIA

- 9.1. The evaluation for this bid will be carried out in Four (4) phases:
- Phase 1: Pre-compliance
 - Phase 2: Mandatory Requirement
 - Phase 3: Functional Evaluation Criteria
 - Phase 4: Price and Preference Points

9.2. PHASE 1: PRE-COMPLIANCE

- 9.2.1. During this phase bid documents will be reviewed to determine the compliance with SCM returnable documents, tax matters, and whether proof of registration on Central Data Base (CSD) has been submitted with the bid documents at the closing date and time of the bid. Bids that do not satisfy the compliance criteria may not be evaluated further.
- 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 Copy (USB)	Same as the master bid document
3	SCM - SBD 1 - Invitation to Bid	Completed and signed

ITEM NO.	ADMINISTRATIVE REQUIREMENTS	CHECK/ COMPLIANCE
4	Tax Compliance and CSD Registration	Attached CSD registration number/ Proof of CSD registration and/or SARS Tax Pin
5	SBD 3.3 - Pricing Schedule	Completed
6	SCM - SBD 4 – Bidders Disclosure	Completed and signed
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 the bid proposal	JV agreement completed and signed, if applicable

9.3. PHASE 2: MANDATORY REQUIREMENT

- 9.3.1. The following mandatory requirements will apply, and tenderers must submit all requirements indicated hereunder with the bid documents at the closing date and time of the bid. During this evaluation phase, the bidder's responses will be evaluated based on the documents submitted under mandatory requirements.
- 9.3.2. Tenderers who fail to comply with the mandatory requirements will be disqualified and will not be evaluated further on functionality criterion.
- 9.3.3. Bidders are required to complete the table below by ticking the correct box and attaching proof of the document listed in the table below:

MANDATORY REQUIREMENT	REQUIREMENT	COMPLY	
		YES	NO
	<p>RESPONSES TO ANY COMPONENT OF THE BID AND IN LINE WITH THE SELECTION MADE IN PARAGRAPH 1.4:</p> <p>In order to respond to any component of this bid as listed in 1.1.1.1 to 1.1.1.6, every medical doctor responding, or forms part of a team of medical doctors must have a compulsory HPCSA Registration Certificate as a medical doctor allowed to practice in SA. In the case of 1.1.1.5 and 1.1.1.6, medical doctors must have HPCSA registration as medical pathologists and medical radiologists,</p>		

respectively.

RESPONSES TO COMMERCIAL/SCIENTIFIC DIVING COMPONENT:

If the bidder/s responds to this component of the Bid, each medical doctor within the project must submit the additional documentation:

- Qualification in Occupational Medicine and course in Underwater Medicine recognized by the Chief Inspector of the DLE
- accreditation/registration/authorisation allowing them to issue a certificate of fitness/competency to undertake commercial/scientific diving

RESPONSES TO ACT AS DFFE DMP:

If the bidder/s responds to this component of the Bid, each medical doctor within the project must submit the additional documentation:

- Qualification in Occupational Medicine and course in Underwater Medicine recognized by the Chief Inspector of the DLE
- accreditation/registration/authorisation allowing them to issue a certificate of fitness/competency to undertake commercial/scientific diving activities and functions by the DLE

RESPONSES TO SAMSA SEA-GOING MEDICALS:

Each medical doctor within the project must show additional evidence of SAMSA accreditation/registration/authorisation allowing them to issue a certificate of fitness/competency to undertake such duties and functions.

9.4. PHASE 3: FUNCTIONALITY CRITERIA

9.4.1. Only bid proposals that meet pre-qualification will be evaluated on functionality criteria,

9.4.2. The bidder must score a minimum of **75%** during Phase 3 (functionality / technical) of the evaluation to qualify for Phase 4 of the evaluation where only points for Price and Preference Points will be considered.

GUIDELINES FOR CATEGORY CRITERIA	FUNCTIONALITY: (GUIDELINES FOR CRITERIA APPLICATION)	WEIGHT	
<p>Bidders' functionality in response to the component of the bid selected in paragraph 1.4 through submission of a clear, comprehensive, and detailed project plan</p>	<p>Bidders are required to provide a clear, comprehensive, and detailed project plan with the following aspects:</p> <ol style="list-style-type: none"> 1. Timeframes of service 2. Proposed methodology of dealing with both individual and groups of officials requiring the service 3. Include whether the practice has one or more medical professionals that will be participating, including an organogram 4. If the practice has support staff for administration and liaising with the Department as well as other contracted medical services 5. Whether the practice has more than one location within the Cape Town Metropolitan area. 		
	<p>Clear, comprehensive, and detailed project plan with timeframes, proposed methodology, organogram, administrative support, and location/s within the Cape Town Metropolitan area.</p>	<p>Indicator</p>	<p>35</p>
	<p>Project plan that contains all 5 aspects as above</p>	<p>5</p>	
	<p>Project plan that contains 4 aspects as above</p>	<p>4</p>	
	<p>Project plan that contains 3 aspects as above</p>	<p>3</p>	
	<p>Project plan that contains 2 aspects as above</p>	<p>2</p>	
	<p>Project plan that contains 1 aspect as above</p>	<p>1</p>	
	<p>No information provided</p>	<p>0</p>	

GUIDELINES FOR CATEGORY CRITERIA	FUNCTIONALITY: (GUIDELINES FOR CRITERIA APPLICATION)	WEIGHT	
<p>Technical Capability/expertise, diversity, and track record of the project team leader in similar services as selected in Paragraph 1.4.</p>	<p>In order for Bidder(s) to demonstrate that they have the necessary technical expertise to undertake and successfully complete the project, bidder(s) should submit the curriculum vitae for the proposed Project Leader on the project as selected in Paragraph 1.4. Curriculum vitae are to include specific details of this individual including, inter alia, relevant experience and to include three contactable references</p>		
	<p>Experience of the team leader who possesses a qualification in conducting the required medical services as selected in Paragraph 1.4</p>	<p>Indicator</p>	<p>35</p>
	<p>More than 10 years of experience</p>	<p>5</p>	
	<p>More than 7 but less than 10 years of experience</p>	<p>4</p>	
	<p>More than 5 but less than 7 years of experience</p>	<p>3</p>	
	<p>More than 3 years but less than 5 years of experience</p>	<p>2</p>	
	<p>More than 1 year but less than 3 years of experience</p>	<p>1</p>	
	<p>Less than 1 year's experience or No experience</p>	<p>0</p>	
<p>The Bidder's experience, track record, and knowledge in rendering services required such as selected in Paragraph 1.4.</p> <p>(Attach contactable and written references on successfully completed projects)</p>	<p>Bidder(s) are required to demonstrate relevant experience and competency in rendering required mandatory medicals in projects similar in nature to the components of the Bid. For reference letters to be considered valid they must contain the following:</p> <ol style="list-style-type: none"> 1. Must be on the Letterhead of the Client 2. Project duration must be clearly indicated (start and end dates) 3. Include contactable details of the Client 4. Must be signed by the Client 		
	<p>Company experience</p>	<p>Indicator</p>	<p>30</p>
	<p>5 Projects completed with 5 Positive References Letters from clients</p>	<p>5</p>	

GUIDELINES FOR CATEGORY CRITERIA	FUNCTIONALITY: (GUIDELINES FOR CRITERIA APPLICATION)		WEIGHT
	4 Projects completed with 4 Positive References Letters from clients	4	
	3 Projects completed with 3 Positive References Letters from clients	3	
	2 Projects completed with 2 Positive References Letters from clients	2	
	1 Projects completed with 1 Positive References Letters from clients	1	
	No experience	0	
TOTAL POINTS ON FUNCTIONALITY			100

9.5. **PHASE 4: PREFERENCE POINT SYSTEM 80/20**

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

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

a. For contracts with a Rand value up to R50 000 000, a maximum 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 $P_s = 80[1 - (P_t - P_{min}) / P_{min}]$. Provided:

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

P_t = Price of tender under consideration; and

P_{min} = 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) by Black people, Women, or people with disabilities

0 Points: for 50% and below ownership by stipulated categories of persons

9.5.3. A contract may be awarded to a tenderer that did not score the highest points under section 2(1) of the PPPFA.

9.5.4. The bid will be awarded to a bidder with the highest points on price and Preference Points on condition that they have met all phases of the evaluation criteria and complied with the tender requirements set out in the tender document

9.5.5. A maximum 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

9.5.6. For service providers to claim preference points the following must be adhered to:

- a) Submit a complete and signed SBD 6.1,
- b) Bidders are requested to submit a valid B-BBEE Status Level Verification Certificate issued by SANAS, or Accredited Verification Agency, or B-BBEE Certificate issued by CIPC, or a Sworn Affidavit commissioned by the 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
- c) If the application is made by a Joint Venture or Partnership, the accreditation credentials in the name of joined entities should be submitted. Members of the joint venture must meet the requirements of the proposal.
- d) Submit a CSD report.

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 bidder must draft a table of contents that will indicate where each document is in the proposal.
- 10.1.2 The proposal shall consist of one (01) master original document and must indicate the prices on SBD 3.3 and Annexure A (where applicable) for a detailed price schedule.
- 10.1.3 The information in the CV of the proposed Team/Project leader should include relevant experience in the chosen area of expertise.
- 10.1.4 Project reference specifies the role played by the service provider in the listed projects or assignments, the project value, and the duration of the project (start and end date).

- 10.1.5 A detailed Project Plan with a clear indication of who will be responsible for the management of the assignment as well as its execution. The allocation of team members on the assignments should be based on the experience in delivering the scope of work as listed.
- 10.1.6 The medical professionals should indicate whether they can cover areas within a province beyond the main centre/metro or whether they can cover more than one metropole in multiple provinces.
- 10.1.7 Standard bidding documents (SBD1,3.3, 4, and 6.1).
- 10.1.8 Tax compliance status requirements and/ or Central Supplier Database (CSD) number or report.
- 10.1.9 Letter of Authority to sign documents on behalf of the company.

11. LEGISLATIVE FRAMEWORK OF THE BID

11.1. Tax Legislation

- 11.1.1 Bidder must always 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 more than R1 million in any 12-month conservative period are liable for compulsory VAT registration, but a person may also choose to register voluntarily provided that the minimum threshold of R500 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 a 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 entity should be submitted. Both members in the joint venture must meet the requirements of the proposal.
- 11.3. Privacy and 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 by 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 providers 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 Project Manager.
- 12.2. The service provider/s will submit a quarterly reconciliation statement to the Project Manager, within three (03) days after the end of each quarter for the duration of the project, submitted in both soft and hard copies. Failure to submit the required reports on time will result in penalties.
- 12.3. The Programme Manager shall do the ongoing management of the Service Level Agreement.
- 12.4. Appointed service providers may be subjected to security vetting and screening.
- 12.5. The Service Provider must guarantee the presence of the senior in charge of the programme throughout the contract.

- 12.6. Before the appointment of a replacement, the Programme Manager must approve such appointment. If the senior must leave the project, a period of at least one (1) month is required, in which the senior must work parallel with the next person (senior consultant with similar expertise and equal years of experience) appointed and able to transfer skills and knowledge.
- 12.7. Before any work can commence the service, a level agreement must be signed by both parties (DFFE and the successful bidder) as well as the issue of an official order and should there be any dispute regarding the finalisation of the agreement, DFFE reserves the right to cancel the contract with no cost implications for the Department.
- 12.8. 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.
- 12.9. The service provider 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 from any liability or obligation under the contract.
- 12.10. The service provider will submit monthly progress reports as per the agreed to work plan, to the Programme Manager, within 3 days after the set date.
- 12.11. The proposals should be submitted with all required information containing technical information.
- 12.12. Bidders who fail to achieve the minimum functionality threshold will be disqualified/non-responsive.
- 12.13. A trust, consortium, or joint venture will qualify for Preference Points if their average combined ownership is more than 50% (fifty percent) of ownership on specific goals (e.g., 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. DFFE reserves the right to request additional information to validate any information submitted by bidders including preference points claimed.
- 12.15. For bidders to claim preference points, the following must be adhered to:
 - 2.15.1. Submit a complete and signed SBD 6.1
 - 2.15.2. Submit a Medical Certificate/ completed Departmental Disability Claim Form signed by a medical practitioner with a practice number. (where applicable).
 - 2.15.3. Submit CSD report.

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.
- 12.16. 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 fourteen (14) days as to why: -

- 2.16.1. The Tender may not be disqualified, or,
- 2.16.2. 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. Service Providers are requested to submit any of the following documents as proof of B-BBEE Status level of contributor:
- a) B-BBEE status level Certificate issued by a Verification Agency accredited by SANAS.
 - b) A Sworn Affidavit as prescribed by the B-BBEE Codes of Good Practice.
 - c) B-BBEE certificate issued by the Companies and Intellectual Property Commission.
 - d) A trust, consortium, or joint venture will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits its B-BBEE status level certificate.
 - e) A trust, consortium, or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits its consolidated B-BBEE scorecard as if it were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate proposal.
 - f) Public entities and tertiary institutions will qualify for points for their B-BBEE status if they submit their B-BBEE status level certificate.
 - g) If the application is made by a Joint Venture or Partnership, the accreditation credentials in the name of the joined entity should be submitted. Both members in the joint venture must meet the requirements of the proposal.
- 12.19. Poor or non-performance by the bidder will result in the cancellation of contracts/ orders.
- 12.20. Please take note that DFFE is not bound to select any of the firms' submitting proposals. DFFE reserves the right not to award any of the bids and not to award the contract to the lowest bidding price.
- 12.21. DFFE will not be held responsible for any costs incurred by the service providers in the preparation, presentation, and submission of the proposal.
- 12.22. Any supplier who is not registered on CSD during the award stage of the tender will not be considered.

13. PAYMENT TERMS

- 13.1. DFFE undertakes to pay out in full or as per deliverables within thirty (30) days all valid claims for work done to its satisfaction upon presentation of a substantiated claim and the required reports stipulated

in special conditions. No payment will be made where there is outstanding information/ work not submitted by the 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 contact:

Name: Ms. Ncumisa Mabece

Office Telephone No: 021 493 7239

E-Mail: nmabece@dfpe.gov.za

15. ANNEXURE A- PRICING SCHEDULE

BIDDERS NAME: _____

PLEASE INDICATE BY CIRCLING WHICH COMPONENT OF THE BID IS BEING ADDRESSED IN THE PRICING SCHEDULE AND MUST CORRESPOND TO THE SELECTION MADE BY THE BIDDER IN PARAGRAPH 1.4:

COMMERCIAL/SCIENTIFIC DIVING ACCORDING TO THE DEPARTMENT OF LABOUR AND EMPLOYMENT	COMMERCIAL DIVING DMP2	SAMSA SEA-GOING MEDICAL	SOUTHERN OCEAN AND ANTARCTIC EXPEDITION MEDICALS ACCORDING TO SAMHS	MEDICAL PATHOLOGY	MEDICAL RADIOLOGY
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Within the Bidders response, please include pricing of the relevant component of the Bid only as indicated above. Comprehensive Price must be inclusive of all costs associated with the service.

A	B	C	D	E	F	G	H	I	J	K
LOCATION	PART A				PART B - MEDICAL PATHOLOGY				PART C – MEDICAL RADIOLOGY	TOTAL COST PER COMPONENT Including VAT
Office Location in Cape Town Metropolitan Area	Price per person for Diving Medical as required by Commercial Diving Regulations 2022	Monthly retainer to act as Designated Medical Practitioner as recognised by the Chief Inspector of DLE	Price per person for Seafarers Medical as required by SAMSA GOP-538.01	Price per person for Southern Ocean / Antarctic Expedition medical as outlined in SAMHS Protocol	Price per person for Fasting Glucose test	Price per person for Cholesterol Total test	Price person for Hepatitis B test	Price per person for HIV test	Price per person for Chest X-ray	TOTAL COST PER COMPONENT Including VAT
	R.....	R.....	R.....	R.....	R.....	R.....	R.....	R.....	R.....	R.....

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.

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General Conditions of Contract

1. Definitions

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

RSA.

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

obligations of the supplier covered under the contract.

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

2. Application

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

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

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

3. General

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

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

4. Standards

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

5. Use of contract documents and information; inspection.

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

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

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

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

6. Patent rights

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

7. Performance security

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

8. Inspections, tests and analyses

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

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

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

9. Packing

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

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

10. Delivery and documents

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

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

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

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

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

14. Spare parts

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

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

15. Warranty

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

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

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

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

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

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

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

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

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

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

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

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

may be due to him

25. Force Majeure

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

28. Limitation of liability

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

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

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



DEPARTMENT OF ENVIRONMENTAL AFFAIRS

BAS ENTITY MAINTENANCE FORM

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

The Director General

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

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

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

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

Please ensure information is validate as per required bank screens .

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

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

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

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

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

Account Name

Account Number

Branch Name

Branch Number

Bank screen info

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

Account Type

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

ID Number

Passport Number

Company Registration Number

*CC Registration

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

Bank Stamp

Supplier Contact Details

Business

Area Code Telephone Number Extension

Home

Area Code Telephone Number Extension

Fax

Area Code Fax Number

Cell

Cell Code Cell Number

Email Address

Contact Person:

Supplier Signature

Print Name

Date (dd/mm/yyyy)

NB: All relevant fields must be completed