



environmental affairs

Department:
Environmental Affairs
REPUBLIC OF SOUTH AFRICA

Bid No: E1509

The appointment of a service provider to conduct planning for potential coastal infrastructure development projects at identified sites/locations along the Transkei Wild Coast, Eastern Cape

COMPULSORY BRIEFING SESSSION has been moved to:

Green Park Lodge

**3 Park Road, Cnr Nelson Mandela Drive,
Mthatha (Tel.: 047 531 4746)**

It will now start at 11h00

Apologies for any inconvenience caused.



environmental affairs

Department:
Environmental Affairs
REPUBLIC OF SOUTH AFRICA

INVITATION TO BID

BID REFERENCE NUMBER: E1509

APPOINTMENT OF A SERVICE PROVIDER TO CONDUCT PLANNING FOR POTENTIAL COASTAL INFRASTRUCTURE DEVELOPMENT PROJECTS AT IDENTIFIED SITES/LOCATIONS ALONG THE TRANSKEI WILD COAST, EASTERN CAPE

Contact person:

Name: Mr Mvikeli Mavick Matutu/ Mr Potlako Khati

Office Telephone No: 021 819 2635/021 819 2495.

E-MAIL: MMatutu@environment.gov.za/PKhati@environment.gov.za.

NATIONAL TREASURY CENTRAL SUPPLIER DATABASE (CSD) REGISTRATION INFORMATION

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

COMPULSORY BRIEFING SESSION

Date: 11 April 2019

Time 11:00.

Venue: Green Park Lodge 3 Park Road, Cnr Nelson Mandela Drive, Mthatha

CLOSING DATE OF THE BID: 03 May 2019 AT 11H00

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	E1509	CLOSING DATE:	03-05-2019	CLOSING TIME:	11:00
DESCRIPTION	APPOINTMENT OF A SERVICE PROVIDER TO CONDUCT PLANNING FOR POTENTIAL COASTAL INFRASTRUCTURE DEVELOPMENT PROJECTS AT IDENTIFIED SITES/LOCATIONS ALONG THE TRANSKEI WILD COAST, EASTERN CAPE				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
Department of Environmental Affairs; The Environment House,					
473 Steve Biko Road; Cnr Soutpansberg and Steve Biko Road, Arcadia Pretoria /Tshwane					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Mr Sizo Ngomane or Mr Samuel Mofokeng		CONTACT PERSON	Mr Mvikelili Mavick Matutu/ Mr Potlako Khati	
TELEPHONE NUMBER	012 399 9070/9057		TELEPHONE NUMBER	021 819 2635/021 819 2495.	
FACSIMILE NUMBER	N/A		FACSIMILE NUMBER	N/A	
E-MAIL ADDRESS	sngomane/@environment.gov.za/ Smofokeng@environment.gov.za		E-MAIL ADDRESS	MMatutu@environment.gov.za /PKhati@environment.gov.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No	
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]	
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE A BRANCH IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NODOES		
THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NOIS THE ENTITY		
LIABLE IN THE RSA FOR ANY FORM OF TAXATION?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

PART B TERMS AND CONDITIONS FOR BIDDING

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

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

SIGNATURE OF BIDDER:

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

DATE:

PRICING SCHEDULE
(Professional Services)

NAME OF BIDDER:	BID NO: 1509
CLOSING TIME 11h00	CLOSING DATE: 03-05-2019

OFFER TO BE VALID FOR90.....DAYS FROM THE CLOSING DATE OF BID.

DESCRIPTION: APPOINTMENT OF A SERVICE PROVIDER TO CONDUCT PLANNING FOR POTENTIAL COASTAL INFRASTRUCTURE DEVELOPMENT PROJECTS AT IDENTIFIED SITES/LOCATIONS ALONG THE TRANSKEI WILD COAST, EASTERN CAPE

**(ALL APPLICABLE TAXES INCLUDED)

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

R.....

4. PERSON AND POSITION

	HOURLY RATE	DAILY RATE
-----	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 airtravel, etc). Only actual costs are recoverable. Proof of the expenses incurred must accompany certified invoices.

DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT
-----	R.....
-----	R.....
-----	R.....
-----	R.....

TOTAL: R.....

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

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

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

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

*[DELETE IF NOT APPLICABLE]

Any enquiries regarding bidding procedures may be directed to the –
Department of Environmental Affairs

Contact Person: Mr Samuel Mofokeng / Mr Sizo Ngomane
Tel: (012) 399 9057 or (012) 399 9070
E-mail: SMofokeng@environment.gov.za or sngomane@environment.gov.za

Or for technical information –

Name: Mr Mvikeli Mavick Matutu/ Mr Potlako Khati
Office Telephone No: 021 819 2635/021 819 2495.
E-MAIL: MMatutu@environment.gov.za/PKhathi@environment.gov.za.

SBD 4

DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes an advertised competitive bid, a limited bid, a proposal or written price quotation). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-
 - the bidder is employed by the state; and/or
 - the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.
2. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**
 - 2.1 Full Name of bidder or his or her representative:
 - 2.2 Identity Number:.....
 - 2.3 Position occupied in the Company (director, trustee, shareholder², member):
 - 2.4 Registration number of company, enterprise, close corporation, partnership agreement or trust:
 - 2.5 Tax Reference Number:
 - 2.6 VAT Registration Number:
 - 2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / PERSAL numbers must be indicated in paragraph 3 below.

¹"State" means –

- (a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
- (b) any municipality or municipal entity;
- (c) provincial legislature;
- (d) national Assembly or the national Council of provinces; or
- (e) Parliament.

²"Shareholder" means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.

2.7 Are you or any person connected with the bidder presently employed by the state? YES / NO

2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member:
Name of state institution at which you or the person connected to the bidder is employed :
Position occupied in the state institution:

Any other particulars:
.....
.....
.....

2.7.2 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector? YES / NO

2.7.2.1 If yes, did you attach proof of such authority to the bid document? YES / NO

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

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

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

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

2.8.1 If so, furnish particulars:

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

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

2.9.1 If so, furnish particulars.

.....

.....

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

YES/NO

2.10.1 If so, furnish particulars.

.....

2.11 Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are bidding for this contract?

YES/NO

2.11.1 If so, furnish particulars:

.....

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

Full Name	Identity Number	Personal Income Tax Reference Number	State Employee Number / Persal Number

4 DECLARATION

I, THE UNDERSIGNED (NAME).....

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT.
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME SHOULD THIS
DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

November 2011

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

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

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

1. GENERAL CONDITIONS

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

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2

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

1.3 Points for this bid shall be awarded for:

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

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

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

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

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

2. DEFINITIONS

- (a) “**B-BBEE**” means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) “**B-BBEE status level of contributor**” means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) “**bid**” means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) “**Broad-Based Black Economic Empowerment Act**” means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) “**EME**” means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) “**functionality**” means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) “**prices**” includes all applicable taxes less all unconditional discounts;
- (h) “**proof of B-BBEE status level of contributor**” means:
 - 1) B-BBEE Status level certificate issued by an authorized body or person;
 - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) “**QSE**” means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) “**rand value**” means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. POINTS AWARDED FOR PRICE

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

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

80/20 **or** **90/10**

$$P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right) \quad \text{or} \quad P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where

P_s = Points scored for price of bid under consideration

P_t = Price of bid under consideration

P_{\min} = Price of lowest acceptable bid

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

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

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

5. BID DECLARATION

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

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

6.1 B-BBEE Status Level of Contributor: . = maximum 20 points

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

7. SUB-CONTRACTING

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

(*Tick applicable box*)

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

7.1.1 If yes, indicate:

i) What percentage of the contract will be subcontracted.....%

ii) The name of the sub-contractor.....

iii) The B-BBEE status level of the sub-contractor.....

iv) Whether the sub-contractor is an EME or QSE

(*Tick applicable box*)

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

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

Designated Group: An EME or QSE which is at least 51% owned by:	EME √	QSE √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		

Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

8. DECLARATION WITH REGARD TO COMPANY/FIRM

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

8.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

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

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

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

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

iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –

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

WITNESSES
1.
2.

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

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Standard Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be disregarded if that bidder, or any of its directors have-
 - a. abused the institution's supply chain management system;
 - b. committed fraud or any other improper conduct in relation to such system; or
 - c. failed to perform on any previous contract.
- 4 **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

Item	Question	Yes	No
4.1	<p>Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?</p> <p>(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</p> <p>The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	<p>Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?</p> <p>The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	<p>Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	<p>Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>

4.4.1	If so, furnish particulars:
-------	-----------------------------

SBD 8

CERTIFICATION

**I, THE UNDERSIGNED (FULL NAME).....
 CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION
 FORM IS TRUE AND CORRECT.**

**I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT,
 ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION
 PROVE TO BE FALSE.**

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

Js365bW

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Standard Bidding Document (SBD) must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
- 4 This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

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

² Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

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

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



environmental affairs

Department:
Environmental Affairs
REPUBLIC OF SOUTH AFRICA

DEPARTMENT OF ENVIRONMENTAL AFFAIRS (DEA) AS AN ORGAN OF STATE SUBSCRIBES TO AND PROPAGATES BOTH THE NOTION OF BROAD BASED BLACK ECONOMIC EMPOWERMENT ACT, 2003 (Act No. 53 of 2003) (BBBEE), THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 (Act No. 5 of 2000) AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.

TERMS OF REFERENCE

TERMS OF REFERENCE for the Appointment of a Service Provider to conduct Planning for potential Coastal Infrastructure Development Projects at identified Sites/Locations along the Transkei Wild Coast, Eastern Cape.

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1. PURPOSE

The purpose of these Terms of Reference is to:

- 1.1 Define the scope of work and the expected delivery outcomes of the project to be undertaken by the appointed service provider within the agreed timeframe and the allocated budget as well as to outline the conditions of appointment;
- 1.2 Provide a reference framework for conducting a prefeasibility study at identified sites/locations for the purpose of coastal infrastructure development to unlock socio-economic development opportunities;
- 1.3 To articulate the feasibility study and planning needs of the programme.

2. INTRODUCTION AND BACKGROUND

- 2.1 The Integrated Coastal Management Act 24 of 2008 enjoins us, inter alia, to secure natural persons equitable access to the opportunities and benefits of coastal public property while promoting sustainable use and enjoyment of the coastal protection zone.
- 2.2 The coastline of South Africa stretches for some 2 798 kilometres across four provinces, namely KwaZulu-Natal, Eastern Cape, Western Cape and Northern Cape. Our coastline is dynamic, diverse and provides an array of social and economic opportunities.
- 2.3 It has been observed that even after great strides have been made to achieve democracy and an equitable society in South Africa, coastal development and associated opportunities are not facilitated or distributed in an equitable manner. Rural areas are the most neglected. This is especially the case regarding the in all probability deliberately neglected "Transkei Gap".



Map of SA Coastline illustrating Department of Public Works State Coastal Properties

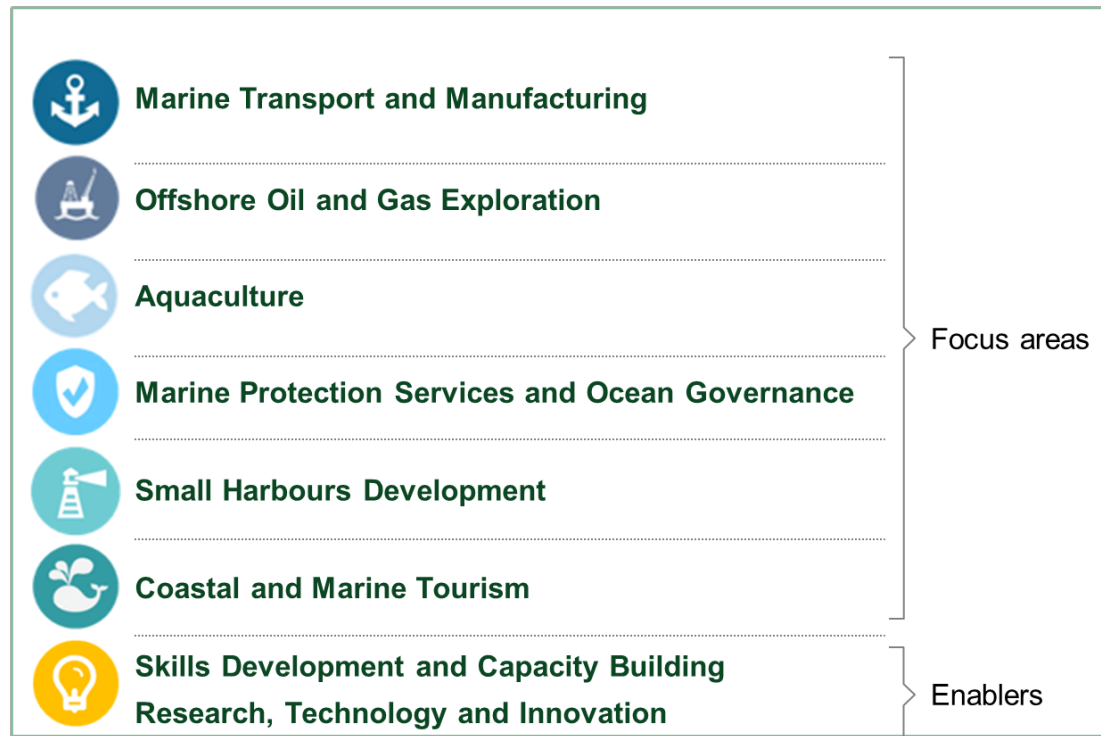
2.4 The Coastal Infrastructure Development (CID) initiative seeks to support the "Tourism" aspect of point 5 of the country's 9-Point-Plan, point 5 being Operation Phakisa (Oceans Economy, Mining, Health, Tourism, Basic Education etc.).

The Coastal & Marine Tourism(CMT) focus contributes to point 5 of the 9 point plan



2.5 It is a proactive effort to respond to needs and identify responses in a manner that provides advocacy to efforts that contribute to uplifting coastal communities, alleviating poverty and exposing coastal communities to socio-economic development opportunities.

2.6 In the context of Operation Phakisa, the CID initiative is targeted at coastal and marine tourism and may propose, indeed trigger small harbours development. It brings on board skills development and capacity building, research, technology and innovation as indeed every initiative should.



2.7 The CID seeks to identify challenges, needs and development opportunities through an informed and thorough process that utilises pre-feasibility studies to identify the most recommendable among a limited array of intervention scenarios. The recommended intervention (the Project) is then subjected to planning to a point where it is ready for implementation or construction.

2.8 The studies inform a more targeted flow of public investment funds, thus eliminating their potential fruitlessness from the beginning. These studies are also intended to secure from the outset, public participation and acquisition of buy-in from all interested and affected parties.

2.9 This bid is limited to the Eastern Cape Wild Coast. The areas or sites or locations within scope for prefeasibility study and subjection to planning of initiatives are Hluleka, Presley Bay, Lwandile, Mthatha Mouth, Coffee Bay, Mapuzi River Mouth and Hole in the Wall. The initiatives are somewhat

limited to the Coastal Protection Zone (as per Integrated Coastal Management Act, 2008) which stretches one kilometre inland from the high water mark outside urban areas.

2.10 We seek a balance between enhancing environmental protection and preservation on the one hand, and socio-economic development that benefits local communities on the other, while making a contribution to the coastal and marine tourism stimulation initiatives. The table below is a guide based on consensus emanating from the respective pre-lab.

SOME ACTIVITIES TO BE EXPLORED FOR THE PRE-FEASIBILITY STUDIES and PLANNING
<p>Oceans Economy & Marine Tourism Phakisa Pre-lab: Identified Activities</p> <ul style="list-style-type: none"> • Leisurely tourism • Stay and culinary experiences • Sightseeing (local attractions e.g. caves) • Coastal wildlife tourism (e.g. land-based and boat-based whale watching, marine turtles tours, sardine runs etc.) • Boat cruises and yachting • Off-Road Vehicle (ORV) experiences • Sand/Beach Sports (e.g. Kite-flying, beach combing, sand dune surfing etc.) • Coastal culture and heritage and events (e.g. local seafood and cultural tourism, cultural history, performing arts etc.) • Scuba diving and wave surfing • Recreational and subsistence fishing (onshore and deep sea fishing) • Research, educational and scientific excursions (e.g. aquariums etc.) • Exhibiting and educating • Spiritual experiences (retreats) <p>Examples of Required Enabling Infrastructure</p> <ul style="list-style-type: none"> • Harbours, Boat Launch Facilities (Leisure craft; Fishing vessels; related small industries). • Temporary accommodation (B&B establishments; B&B and Conference centres; Hotels; Backpackers' establishments; Restaurants) • ORV sites and trails, hiking trails, resting sites, accommodation, security • Ablution facilities, Visitor Centres

- Aquaria and Environmental education centres or facilities
- Facilities for educators, life savers, environmental compliance officers, beach cleaners, Working for the Coast staff)
- Performing arts facilities, largely outdoors (Amphitheatre)
- Parking, pedestrian walkways
- Designed open spaces, public art

2.11 Prefeasibility study clusters

A suggestion of clusters for prefeasibility analysis in this project yields the list below. The famous Wild Coast hiking trail traverses all three areas. So does coastal biking activity. Suggestions of activities to accommodate or infrastructure to erect are not meant to constrain creative generation of ideas. They are meant to establish the broad direction.

2.11.1 Hluleka to Mthatha Mouth segment

- Infrastructure or facilities that enhance or support the Hluleka Nature Reserve;
- Off-Road Vehicle (ORV) recreational destinations and trails, support infrastructure;
- Boat launch site;
- Aircraft landing strip;
- Other tourism stimulation and SMME development magnet.

2.11.2 Mapuzi River Mouth node

- Mapuzi small craft harbour (fishing craft, leisure craft);
- Mini waterfront (accommodation, braai and events lapa, entertainment);
- Mapuzi golf course re-development;

- Access road enhancement.

2.11.3 Hole in the Wall

- Accommodation/resort, entertainment;
- Camping site;
- Traditional village, exhibition of local art;
- Boardwalk with viewing platforms;
- Ridge development.

The recommended project package will emerge through the mutual consultations and/or workshops and may be drawn from across the above clusters at the reasonable discretion of DEA. The projects so selected will be executed up to Stage 4.2 of Standard Architectural Services, stopping just short of calling for tenders. As a guide, for buildings of private interest (b&b, hotel, shopping complex etc.), conceptual designs will be expected, as well as construction documentation for the delivery of serviced sites for each respective facility. Design development (Stage 3) in this instance is thus excluded.

2.12 "Low-hanging Fruit" or the *must do* projects

There are small projects that are deemed necessary, and that will not be subjected to a special study other than viabilities as contemplated in Standard Architectural Services. They are the following:

- Safe children's amusement centre (water world, ablutions, tuck shops, accommodate attractive adult oversight concept);
- Visitor information centre (in consultation with Tourism);
- Marine life and environmental education centre, exhibit space, etc.;

- Work rooms and facilities for staff (compliance officers, working for the coast, working on fire, educators etc.);
- Life savers' facilities;
- Temporary accommodation e.g. B&B and Conference Centre (conceptual design, construction documentation for delivery of a serviced site for the facility);
- Pockets of paved vehicle parking (for staff and patrons of facilities, peak season busses, taxis, private vehicles);
- Paved pedestrian walkways (also aim to ease peak season pedestrian congestion).

Except where the contrary is stated, these projects will be executed up to Stage 4.2 of Standard Architectural Services, therefore cost estimates and bills of quantities will be produced, stopping just short of calling for tenders.

3. OBJECTIVES OF THE PROJECT

The objectives of the Project are:

- 3.1 To compile a Prefeasibility Study Report relating to projects or project clusters at identified Eastern Cape Wild Coast areas, sites or locations. This step culminates in the articulation of the recommended intervention(s) (the Project), and its further processing as detailed in "Scope and Extent of Work" below;
- 3.2 To provide departmental decision-makers and government with sufficient information to justify acceptance, modification or rejection of any and all of the intervention scenarios or project clusters;
- 3.3 To develop a comprehensive assessment tool as a prioritisation framework to be used for Coastal Infrastructure Development initiatives comprising of PESTLE (Political, Economic, Social, Technological, Legal & Environmental) factors or utilising any advanced methods and analytical tools;

3.4 To conduct project formulation and internal DEA approval facilitation utilising at relevant project cycle stations, three (3) internal stakeholder consultations;

3.5 Obtain buy-in from all relevant stakeholders of the recommended Project through external stakeholder consultations with various interested and affected parties at relevant project cycle stations;

4. SCOPE AND EXTENT OF WORK

4.1 Expected Study Outcomes

The prefeasibility study for the identified site/location is expected to generate the following outcomes:

4.1.1 Three (3) main infrastructural intervention scenarios are generated through a process that uses a recorded "basket of possibilities", reviewed available material/publications as well as internal and external stakeholder consultations. A guide is given in paragraph 2.11 above;

4.1.2 An analysis of the generated scenarios with a view to identification of a preferred, therefore proposed intervention scenario to address problems in the economic, social and environmental sectors;

4.1.3 The proposed scenario may draw projects coming from different initial clusters, and such projects may be in different locations, all at the discretion of DEA;

4.1.4 An analysis the proposed scenario based on preliminary designs, taking account of technical, economic, financial, institutional, management, environmental, socio-cultural, regulatory and operational aspects;

4.1.5 Recommendation of the preferred scenario (the Project), detailing the expected benefits to the users and beneficiaries within the project's lifetime, and its contribution to the environmental, social and economic development of the region.

- 4.1.6 A preliminary indication of the envisioned project activities, resources required, timing or phasing and estimated costs - all within a preliminary logical framework;
- 4.1.7 An assessment of the potential sustainability of the project results;
- 4.1.8 Recommendations for further actions in the formulation of the project, possibly also financing proposals where relevant;

4.2 Issues to be reviewed

- 4.2.1 Relevance of the Project to and consistency with national policy initiatives, coastal protection zone governance, development issues, district and local municipality planning and development objectives;
- 4.2.2 High level Feasibility of the Project:
 - 4.2.2.1 Overall objectives;
 - 4.2.2.2 Project purpose;
 - 4.2.2.3 Project results;
 - 4.2.2.4 Project activities.
- 4.2.3 Preconditions and Project implementation
 - 4.2.3.1 Preconditions for implementation;
 - 4.2.3.2 Initial cost estimates;
 - 4.2.3.3 The organisational format of the implementing structure, the phasing where applicable, and implementation.

4.3 Work Plan

- 4.3.1 The service provider is expected to submit a work plan with their offer. Such work plan will contain the bidder's articulation of the brief to ensure understanding and alignment.
- 4.3.2 It will contain a project plan, task analysis, an assignment organisational chart, manning schedule etc.;
- 4.3.3 The work plan will also set out the service provider's approach to key project activities.

4.4 Expertise required

The ideal project team will require professional built environment architectural, engineering or project management practitioners registered in terms of the relevant professional councils to assume the project management role;

The projects manager must interact with:

- 4.4.1 Municipal and other state authorities;
- 4.4.2 Town and regional planner(s);
- 4.4.3 Architects and urban designers;
- 4.4.4 Professional land surveyors and/ or GIS practitioners;
- 4.4.5 Environmental scientists and integrated coastal management personnel;
- 4.4.6 Traditional authorities and other local stakeholders.

4.5 Reporting

- 4.5.1 The week of the issuing of a purchase order for the assignment shall be deemed week zero (0). The service provider will present an inception report ($\pm 8-15$ pages) by the end of week two (2). This report will set out the service provider's detailed work plan for the study based on their initial scan of conditions in the field;

- 4.5.2 The service provider will prepare an interim report by the end of week fourteen (14). In this report, the various options reviewed by the service provider will be described in sufficient detail to enable an informed decision to be made on the further development of the preferred option (the Project), which will be recommended by the service provider at this stage;
- 4.5.3 As a separate project stream, selected sub-projects of the Project (the preferred Project cluster) will at this stage go to planning implementation (where applicable, up to Stage 4.2 of Standard Architectural Services, including costing and bills of quantities, but short of calling for tenders). Meanwhile the prefeasibility study report compilation continues. A planning update meeting on these will be held every four (4) weeks at an agreed location until final submission end of week thirty six (36);
- 4.5.4 For the sub-projects referred to in 4.5.3 above, the necessary EIA processes, municipal building approval application processes and any institutional consultations must be embarked on timeously, and concluded by the end-date of the Project where this is practicable.
- 4.5.5 The study conclusions must be presented in the relevant section of the Prefeasibility Study Report. The underlying analysis is to be presented in appendices to the Report;
- 4.5.6 At the draft prefeasibility report stage a presentation will be made to the project steering committee. A Draft Prefeasibility Study Report in five hard copies and a soft copy is to be presented to the Programme Manager for comment by the end of week twenty (20) of the project. By end of week twenty two (22) comments will be received from the Programme Manager and members of the Project Advisory Committee;
- 4.5.7 The service provider will take account of the stated comments in preparing a Final Prefeasibility Study Report in English (30-40 pages excluding appendices). **The final report is to be submitted by the end of week thirty six (36) of the project.**
- 4.5.8 The finalised design reports, construction documentation, cost estimates and bills of quantities for The Project (ref. 4.5.3) must also be submitted by the end of week thirty six (36).

5. EXPECTED DELIVERABLES / OUTCOMES

Timeframe (end of Week)	Scope and Extent of Work	Expected deliverable
0	Signing of Contract	Signed agreements
0	Project Inception meeting <ul style="list-style-type: none"> ➤ Meeting between project management and service provider; ➤ Clarification of the project vision, the role of the service provider, timelines and the expected outputs. 	
2	Project Inception Reporting <ul style="list-style-type: none"> ➤ May entail internal stakeholder consultations and planning input workshops including project management, project steering committee, other decision makers; ➤ May entail external stakeholder consultations including local municipalities, provincial lead agency, local development agency, and other 	Project Inception Report (8-15 pages). This report will set out the service provider's detailed work plan for the study based on their initial conditions scan and period in the field;

	national departments. The service provider may suggest other stakeholders.	
14	Development of a comprehensive assessment tool to be used for Coastal Infrastructure Development Feasibility studies comprising of PESTLE (Political, Economic, Social, Technological, Legal & Environmental) factors or utilising any advanced methods and analytical tools;	Presented assessment tool in hard and a disk soft copy.
14	<p>1st Interim Prefeasibility Study Report</p> <ul style="list-style-type: none"> ➤ As a basis for internal stakeholder consultations; ➤ May entail external stakeholder consultations. 	<p>1st Interim Prefeasibility Study Report.</p> <p>Therein the various scenarios/options reviewed by the service provider will be described in sufficient detail to enable an informed decision to be made on the further development of the preferred option (the Project), which will be recommended by the service provider at this stage.</p> <p>The study conclusions must be presented in the relevant section of the Prefeasibility Study Report. The</p>

		underlying analysis is to be presented in appendices to the Report;
20	2 nd Interim Prefeasibility Study Report	
22	Comments on the 2 nd Interim Prefeasibility Study Report	Comments are to have been submitted to the service provider within two (2) weeks.
35	Final Prefeasibility Study Report <ul style="list-style-type: none"> ➤ May entail internal stakeholder consultations; ➤ May entail external stakeholder consultations. 	A Final Prefeasibility Study Report in 5 hard copies and disk soft copy in English (approx. 30-40) pages excluding appendices), taking into account also the submitted comments. Presentation of the Report to Project Advisory Committee and identified decision makers (meeting).

6. PERIOD / DURATION OF PROJECT / ASSIGNMENT

- 6.1 The project duration is nine (9) months or thirty six (36) weeks from the date of issuing of purchase order, but must be finalized and invoiced within sixty (30) days of completion.
- 6.2 All work is to be carried out in accordance with the time schedule as agreed with the project manager.
- 6.3 The service provider will only assume work once the approved order number has been issued by department. The inception meeting will be held with the Department of Environmental Affairs boardroom, V&A Waterfront, Cape Town, to brief the service provider on the project, and to clarify any issues that might not be clear. It will take place immediately after release of the order number.

- 7.4 The deliverables should be submitted to the DEA Programme Manager in line with the project milestones and phases.
- 7.5 Project must be completed within nine (9) months after the issuing of a purchase order for services to be rendered.

7. COSTING / COMPREHENSIVE BUDGET

Comprehensive budget must be provided in a separate envelope inclusive of all disbursement costs, expenses and VAT. It should include the cost of sub-consultants, which will be tabulated for transparency.

8. MANDATORY REQUIREMENTS

8.1 Must be completed by bidder by answering yes or no and attach proof.

Requirement	Comply: Yes or No
Is the project team led by built environment professional architectural, engineering or project management practitioners registered with their relevant statutory bodies?	

COMPULSORY BRIEFING SESSION

Date: 11 April 2019

Time 11:00.

Venue: Green Park Lodge 3 Park Road, Cnr Nelson Mandela Drive, Mthatha

8.2 The Service Provider must guarantee the presence of the senior consultant in charge of the Project throughout the duration of the contract. If the senior consultant has to leave the project, a period of at least a month is required in which the senior consultant must work parallel with his/her appointed successor (senior consultant with similar expertise and years of experience) to be able to transfer skills and Project knowledge.

9. SPECIAL CONDITIONS OF CONTRACT

A standard contract recognised by the relevant professional council or association of architect, engineers or project managers will be entered into and the choice of contracting basis will be at the discretion of DEA. In addition to that arrangement, there are applicable "Special Conditions of Contract" as detailed hereunder:

- 9.1 The performance measures for the delivery of the prefeasibility study at identified site/location (Eastern Cape, Northern Cape, Western Cape or Kwa-Zulu Natal Province) will be closely monitored by DEA.
- 9.2 The Service Provider/s will submit monthly and quarterly progress reports to the Programme manager, within 4 days after the end of each month for the duration of the project. Failure to submit the required reports on time will result in penalties.
- 9.3 The Programme manager shall do the ongoing management of the agreement.
- 9.4 The Service Provider/s must guarantee the presence of the senior in charge of fieldwork throughout the duration of the contract. Prior to the appointment of a replacement, the Programme Manager must approve such appointment. If the senior has to leave the project, a period of at least a 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 to be able to transfer skills and knowledge.
- 9.5 All the conditions specified in the General Conditions of Contract (GCC) will apply and where the conditions in the special conditions of contract contradicts the conditions in the general conditions of contract the special conditions of contract will prevail.

- 9.6 Please take note that DEA is not bound to select any of the firms submitting proposals. DEA reserves the right not to award any of the bids and not to award the contract to the lowest bidding price.
- 9.7 Bidders must score a minimum of 75% (The minimum qualifying score that must be obtained for functionality in order for a tender to be considered further should not be generic. It should be determined separately for each tender on a case by case basis. The minimum qualifying score must not be prescribed so low that it may jeopardize the quality of the service required nor so high that it may be restrictive to the extent that it jeopardizes the fairness of the SCM system) for stage 1 (functionality / technical) of the evaluation to qualify for stage 2 (price and B-BBEE) of the evaluation.
- 9.8 The proposal should include, amongst other, the following:
- A proposed plan of action;
 - A list of references;
 - Ability to ensure continuity of staffing of the project.
- 9.9 The original tax clearance certificate must be submitted together with the bid and the pin issued by SARS to the supplier. Failure to submit the original and valid tax clearance certificate may result in the invalidation of the bid.
- 9.10 Certified copies of the tax clearance certificate will not be acceptable;
- 9.11 In bids where Consortia / Joint Ventures / Sub-contractors are involved, such must be clearly indicated and each party must submit a separate Tax Clearance Certificate before the Adjudication Committee. Failure to submit the original and valid Tax Clearance Certificate may result in the invalidation of the bid.
- 9.12 Comprehensive Curriculum Vitae of the staff who will be available for the duration of the work must be attached.
- 9.13 The bid proposals should be submitted with all required information containing technical information.
- 9.14 DEA Entity Maintenance form included in the bid documents must be completed and returned with the bid proposals.
- 9.15 Bidders must be prepared to work at rates not exceeding those prescribed by the office of the Auditor-General or the Department of Public Service and Administration (DPSA) and any other fees prescribed by the relevant professional bodies.

- 9.16 A breakdown of the hourly tariff inclusive of value-added tax for services rendered. Expenditure incurred without the prior approval of the Programme manager will not be reimbursed.
- 9.17 DEA will not be held responsible for any costs incurred by the bidder in the preparation, presentation and submission of the bids.
- 9.17 Travelling costs and time spent or incurred between home and office of consultants and DEA office will not be for the account of DEA.
- 9.18 Skills transfer to DEA officials - two (2) DEA officials in the Chief Directorate Integrated Coastal Management responsible for Coastal Planning will be capacitate with the development processes of the precinct master planning approach for the precinct plan with the assistance and support of the programme manager.
- 9.19 Intellectual property rights will belong to DEA.
- 9.20 Bidders must submit two identical proposals for each bid clearly marked "original" and "copy".
- 9.21 DEA reserves the right to award the contract to one or more service provider
- 9.22 Progress reports (hard copy and soft copy) must be submitted.
- 9.23 Before any work can commence the service level agreement must be signed by both parties (DEA and the successful bidder) as well as the issue of an official order and should there be any dispute regarding the finalisation of the agreement, DEA reserves the right to cancel the contract with no cost implications for the Department.
- 9.24 The evaluation of Bids can only be done on the basis of information required by the department.
- 9.25 Bidders failing to meet all the mandatory requirements will automatically be disqualified.
- 9.26 Suppliers/Service Providers are requested to submit the original and valid B-BBEE Status Level Verification Certificate or certified copies thereof issued by verification agencies accredited by SANAS or registered auditors approved by IRBA or SWORN Affidavit certified by Commissioner of Oath together with their bids, to substantiate their B-BBEE rating claims, failing which the B-BBEE preference points claimed will be forfeited
- 9.27 Bidders who do not submit B-BBEE Status Level Verification Certificates or are non-compliant contributors to B-BBEE do not qualify for preference points for B-BBEE but will not be disqualified from the bidding process. They will score zero (0) points out of 20/10 for B-BBEE.
- 9.28 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.

- 9.29 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.
- 9.30 Public entities and tertiary institutions must also submit B-BBEE Status Level Verification Certificates together with their bids.
- 9.31 A bidder will not be awarded the points claimed for B-BBEE status level of contribution if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the contract value to any other enterprise that does not qualify for at least the same number of points that the bidder qualifies for, unless the intended sub-contractor is an EME (Exempted Micro Enterprise) that has the capacity and the ability to execute the sub-contract.
- A contractor is not allowed to sub-contract more than 25% of the contract value to another enterprise that does not have equal or higher B-BBEE status level, unless the intended sub-contractor is an EME (Exempted Micro Enterprise) that has the capability and ability to execute the sub-contract.
- 9.32.1 Compulsory briefing sessions will be held at a venue to be determined, in the respective province for all potential bidders to attend.
- 9.33 Prospective suppliers and / or public entities interested in pursuing opportunities with the Department and within the South African government, should be registered on the National Treasury Central Supplier Database. This self-registration application represents an expression of interest from the supplier to conduct business with the Department and the South African government.
- 9.34 Prospective suppliers and / or public entities must provide the department with their CSD registration number and unique reference number on submission of their bid proposals including those of sub-contractors and/ or joint venture companies.
- 9.35 Prospective bidders must submit their bid proposals in two envelopes:
- a) One envelope with the technical proposal including the following:
- A valid and original Tax Clearance Certificate issued by SARS.
 - Entity registration Certificate (CK1)
 - A response to the terms of reference.
 - A project plan that states the methodology and approach for accomplishing the task, project phases if applicable, time frames and outputs (excluding cost for the project).

- profile of the company and description of similar work undertaken,
- numbers, names and CVs of consultants assigned to the project, including their roles and responsibilities,
- Agreement between service providers in the case of a joint venture/Consortium
- Letter of authority to sign documents on behalf of the company/joint venture/Consortium

b) The other envelope with the financial proposal (pricing schedule (SBD3.3) or other spread sheets with all cost related items, cost breakdown) (original)

9.36 The following information must be endorsed on each envelope:

- Bid number:
- Closing date:
- Name of the Bidder:
- Technical Proposal or Financial Proposal

9.37 No financials should be included in the technical proposal (envelope), Failure to comply with these conditions may result in a bid being disqualified.

10. IDENTIFICATION OF PREFERENCE POINT SYSTEM

10.1 The department must determine and stipulate the following in the tender documents:

- i) the preference point system applicable to the tender is 80/20
- ii) if it is unclear which preference point system will be applicable, that either the 80/20 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system

10.1.1 determine whether pre-qualification criteria is applicable

10.1.2 determine whether the goods and services for which a tender is to be invited, are in a designated sector for local production and content

10.1.3 determine whether compulsory subcontracting is applicable to the tender

10.1.4 determine whether objective criteria are applicable to the tender

11. PRE-QUALIFICATION CRITERIA FOR PREFERENTIAL PROCUREMENT

11.1 If the department decides to apply pre-qualifying criteria to advance certain designated groups that the department must advertise the tender with a specific tendering condition that only one or more of the following tenderers may respond:

- a) a tenderer having a stipulated minimum B-BBEE status level of contributor
- b) an EME (Exempted Micro Enterprises) or QSE (Qualifying Small Enterprise (QSE))
- c) a tenderer subcontracting a minimum of 30% to:
 - i) an EME or QSE which is at least 51% owned by black people,
 - ii) an EME or QSE which is at least 51% owned by black people who are youth,
 - iii) an EME or QSE which is at least 51% owned by black people who are women,
 - iv) an EME or QSE which is at least 51% owned by black people with disabilities,
 - v) an EME or QSE which is 51% owned by black people living in rural or underdeveloped areas or townships,
 - vi) a cooperative which is at least 51% owned by black people,
 - vii) an EME or QSE which is at least 51% owned by black people who are military veterans,
 - viii) an EME or QSE.

12. TENDERS TO BE EVALUATED ON FUNCTIONALITY

12.1 All bid proposals submitted will be evaluated in accordance with the 80/20 and 80 principle and the evaluation criteria should be as follows:

12.2 Values used on functionality:

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

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

No.	Category	Value	Weight	
A	FUNCTIONALITY (To be determine by project managers in line with scope of work)		25	
1.	Bidder's understanding of the brief, objectives, approach, methodology and deliverables. Outline and insight provided in the bid document (relevance and accuracy).	Brief understood, objectives, approach, methodology and deliverables excellently articulated – all aligned to the thinking of DEA.		5
		Brief understood, and deliverables clear. Objectives, approach and methodology adequately well-articulated.		4
		Methodology, approach and deliverables adequately clear and address the project objectives.		3
		Brief somewhat understood. Methodology, approach and deliverables inadequately articulated. Not clearly addressing the project objectives.		2
		Brief not understood.		1
		No relevant information provided.		0

2.	Capability profiles of individuals (the top five (5) core consultants and key personnel to be assigned to the project). Qualifications, experience and track record.	Project leader has postgraduate degree (architecture); over 9 years of experience; excellent relevance/alignment of experience to project; Highly qualified, experienced and relevant team.	5	25
		Project leader has postgraduate degree (architecture or planning); 5 to 9 years of experience; good relevance/alignment of experience to project; Qualified, experienced and relevant team.	4	
		Project leader has degree (architecture or planning), 5 to 9 years of experience, and high relevance/alignment of experience to project.	3	
		Project leader has degree (architecture or planning) but inadequate relevant/aligned experience.	2	
		Project leader has degree in other discipline. Team inadequately qualified.	1	
		No information provided	0	
3.	A proposed project plan, identification of actions to be executed to achieve the project objectives (including timeframes and milestones).	Project plan, action well broken down; with detailed objectives and milestones	5	30
		Project plan, action identification basic; clear objectives and clear milestones	4	
		Action plan provided with no deliverables and timeframes	3	
		Limited information provided on the action plan	2	
		Task not well understood	1	
		No information provided	0	

4.	The experience and knowledge of the team in the fields of architecture and urban design.	Superior knowledge across multiple team members, experience over 10 years	5	20
		Sound knowledge with 6-10 years' experience	4	
		Knowledge with 3-5 years' experience	3	
		Limited knowledge with 1-2 years' experience	2	
		Limited knowledge; no experience	1	
		No information provided	0	

Stage 2: The following table must be used to calculate the score out of 20/10 for B-BBEE

B.	PRICE	80	
C.	B-BBEE Status Level Contributor		Number of points (80/20)
	1		20
	2		18
	3		14
	4		12
	5		8
	6		6
	7		4
	8		2
	Non-compliant contributor		0

13. REQUIREMENTS FOR B-BBEE

- a) A tenderer must submit proof of its B-BBEE status level of contributor.
- b) A tenderer failing to submit proof of B-BBEE status level of contribution or is a non-compliant contributor to B-BBEE may be disqualified, but
 - i) May only score points out of 80 for price, and
 - ii) Scores 0 points out 20 for B-BBEE
- c) A tenderer may not be awarded points for B-BBEE status level of contributor if the tender documents indicate that the tenderer intends to subcontracting more than 25% of the value of the contract to any other person not qualifying for at least the points that the tenderer qualifies for, unless the intended subcontractor is an EME that has the capability to execute the subcontract.
- d) The points scored by a tenderer for B-BBEE contribution must be added to the points scored for price
- e) The points scored must be rounded off to the nearest to the nearest two decimal places.
- f) The contract will be awarded to the tenderer scoring the highest points
- g) A bid will not be disqualified from the bidding process if the bidder does not submit a certificate substantiating the B-BBEE status level of contribution or is a non-compliant contributor. Such a bidder will score 0 out of a maximum of 20 points for B-BBEE.

14. LOCAL PRODUCTION AND CONTENT

- 14.1 In case of a designated sector issued by the Department of Trade and Industry, tender will be advertised with a specific condition that only locally produced goods or locally manufactured goods, meeting the stipulated minimum threshold for production and local content will be considered

15. SUBCONTRACTING AS A CONDITION OF TENDER

- 15.1 If feasible to subcontract for a contract above R30 million, the department must apply subcontracting to advance d an EME or QSE which is at least 51 owned by black people designated groups
- 15.2 If the Department applies subcontracting, the tender must advertise the tender with a specific tendering condition that the successful tenderer must subcontract a minimum of 30% of the value of the contract to:
- a) EME or QSE
 - b) an EME or QSE which is at least 51% owned by black people
 - c) an EME or QSE which is at least 51% owned by black people who are youth
 - d) an EME or QSE which is at least 51% owned by black people who are women
 - e) an EME or QSE which is at least 51% owned by black people with disabilities
 - f) an EME or QSE which is at least 51% owned by black people living in rural or underdeveloped areas or townships
 - g) a cooperative which I at least owned by black people
 - h) an EME or QSE which is at least 51% owned by black people who are military veterans, or
 - i) more than one of the categories referred to in paragraph (a) to (h).

16. SUBCONTRACTING AFTER AWARD OF THE TENDER

- 16.1 A person awarded a contract may only enter into subcontracting arrangement with the approval of the department
- 16.2 A person awarded a contract in relation to a designated sector, may not subcontract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold

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

17. PAYMENT TERMS

17.1 DEA undertakes to pay out in full within 30 (thirty) 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.

18. TECHNICAL ENQUIRIES

Should you require any further information in this regard, please do not hesitate to contact:

Name: Mr Mvikeli Mavick Matutu

Office Telephone No. 021 819 2635

E-Mail: MMatutu@environment.gov.za

OR

Name: Mr Potlako Khati

Office Telephone No. 021 819 2495

E-Mail: PKhati@environment.gov.za

19. **GUIDANCE FOR EVALUATION COMMITTEE (IN EVALUATING THE TECHNICAL INFORMATION CONTAINED IN THE BID, THE EVALUATION COMMITTEE WILL BE GUIDED BY THE FOLLOWING):**

- **Bidder's understanding of the brief** – The bid provides a clear indication that the bidder fully understands the purpose and scope of the work and the bidders' own roles and functions in this regard.
- **Capability and experience** – The bid provides a clear indication that the bidder's team comprises people with the necessary experience, skills, qualifications, knowledge and skills required to ensure the efficient and effective generation of the required deliverables to the highest standards of quality.
- **Track Record** – The bid provides clear information on previous, relevant projects that confirm that the bidder has the required experience and success track record in the area of general project management and management related projects.

20. **QUALIFYING SMALL ENTERPRISE (QSE)**

A business with an annual turnover more than R10 million but less than R50 million qualifies as a Qualifying Smaller Enterprise (QSE). The QSE scorecard was gazetted in May 2015.

All QSE's are required to use all 5 elements on the amended BEE Scorecard:

1. Ownership
2. Management Control
3. Skills Development
4. Enterprise and Supplier Development
5. Socio-Economic Development

A QSE which is 100% or more black owned automatically qualifies as a Level 1 BEE supplier. A QSE which is 51% Black Owned automatically qualifies as a Level 2 BEE supplier. Therefore a QSE entity of this nature only requires an affidavit in order to state their BEE level and is not required to conduct a full verification.

Please note a QSE for Specialised Enterprises which is 75% or more black owned automatically qualifies as a Level 1 BEE supplier. A QSE which is 51% Black Owned automatically qualifies as a Level 2 BEE supplier. Therefore a QSE entity of this nature only requires an affidavit in order to state their BEE level and is not required to conduct a full verification.

QSEs are required to qualify under one of the following criteria in order to receive a QSE certificate;

- At least 25% of costs of sales excluding labour costs and depreciation must be procured from local producers or local supplier in SA (for service industry labour cost are included but capped to 15%)
- 50% of jobs created are for black people provided that the number of black employees since the immediate prior verified B-BBEE measurement is maintained.
- At least 25% transformation of raw material/beneficiation which include local manufacturing, production and/or assembly, and/or packaging.
- At least spend 12 days per annum of productivity deployed in assisting black EME's and QSE's beneficiaries to increase their operation or financial capacity.
- At least 85% of labour costs should be paid to South African employees by service industry entities.

21. EXEMPTED MICRO ENTERPRISES (EME'S)

- With the new B-BBEE Codes of Good Practice gazetted on 11 October 2013, enterprises with an annual turnover less than R10 million qualify as an EME. Please note that this does not apply to those who fall within gazetted Sector Codes (i.e those in Construction, Forestry, Tourism, Transport, Chartered Accountancy (CA), Information and Communication Technology (ICT), Property, Agriculture, Financial Services) until these Sector Codes

have been updated. The only requirement is a Sworn Affidavit confirming turnover for the past 12 months and the level of black ownership of an enterprise. EMEs then automatically qualify as follows:

- <51% Black owned will qualify for Level 4 BEE status
- ≥51% but <100% Black owned will qualify for Level 2
- 100% Black Owned will qualify for Level 1

22. CHECKLIST FOR EVALUATION CRITERIA

Evaluation Criteria	Yes	No/comments
1. Evaluation for mandatory criteria		
2. Evaluation in terms of Functionality if part of the tender		
3. Evaluation in terms of 80/20 preference point system		

10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

Js914w 2

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.

Js General Conditions of Contract (revised July 2010)



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"/>								
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Address Detail									
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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