



environmental affairs

Department:
Environmental Affairs
REPUBLIC OF SOUTH AFRICA

INVITATION TO BID

BID REFERENCE NUMBER: E1517

CALL FOR PROPOSALS: THE ESTABLISHMENT OF A PANEL OF SERVICE PROVIDERS FOR THE DEVELOPMENT OF PROVINCIAL INTEGRATED WASTE MANAGEMENT PLANS (PIWMPS) FOR A PERIOD OF 3 YEARS.

Contact person:

Name: Malcolm Mogotsi

Office Telephone (012) 399 9805

E-MAIL: MMogotsi@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

CLOSING DATE OF THE BID: 28 JUNE 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:	E1517	CLOSING DATE:	28-06-2019	CLOSING TIME:	11:00
DESCRIPTION	CALL FOR PROPOSALS: THE ESTABLISHMENT OF A PANEL OF SERVICE PROVIDERS FOR THE DEVELOPMENT OF PROVINCIAL INTEGRATED WASTE MANAGEMENT PLANS (PIWMPs) FOR A PERIOD OF 3 YEARS.				
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	Malcolm Mogotsi	
TELEPHONE NUMBER	012 399 9070/9057		TELEPHONE NUMBER	(012) 399 9805	
FACSIMILE NUMBER	N/A		FACSIMILE NUMBER	N/A	
E-MAIL ADDRESS	sngomane/@environment.gov.za/ Smofokeng@environment.gov.za		E-MAIL ADDRESS	MMogotsi@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 & QEs) 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: 1517
CLOSING TIME 11h00	CLOSING DATE: 28-06-2019

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

DESCRIPTION: CALL FOR PROPOSALS: THE ESTABLISHMENT OF A PANEL OF SERVICE PROVIDERS FOR THE DEVELOPMENT OF PROVINCIAL INTEGRATED WASTE MANAGEMENT PLANS (PIWMPS) FOR A PERIOD OF 3 YEARS

****(ALL APPLICABLE TAXES INCLUDED)**

1. The accompanying information must be used for the formulation of proposals.
2. Bidders are required to indicate a ceiling price based on the total estimated time for completion of all phases and including all expenses inclusive of all applicable taxes for the project. (as per Appendix A) R:.....

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

3. Period required for commencement with project after acceptance of bid
4. Estimated man-days for completion of project
5. Are the rates quoted firm for the full period of contract? *YES/NO
6. 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: Name: Malcolm Mogotsi

Office Telephone No: (012) 399 9805

E-MAIL: MMogotsi@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, YES/NO
 aware of any relationship (family, friend, other) between
 any other bidder and any person employed by the state
 who may be involved with the evaluation and or adjudication
 of this bid?

2.10.1 If so, furnish particulars.

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

2.11.1 If so, furnish particulars:

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

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.

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

SBD 9

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.

SBD 9

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

19 July 2018



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* establishment of a Panel of Service Providers for the development of Provincial Integrated Waste Management Plans (PIWMPs) for a period of 3 years.

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31 May 2019

1. PURPOSE

To request suitably qualified service providers to submit proposals for establishment of a panel to develop Provincial Integrated Waste Management Plans (PIWMPs) for a period of 3 years.

2. INTRODUCTION AND BACKGROUND

- 2.1 The South African Constitution of the Republic, 1996 (Act 108 of 1996), under Chapter 2, stipulates that everyone has the right to an environment that is not harmful to their health or well-being and to have the environment protected through reasonable legislative and other measures that prevent pollution and ecological degradation.
- 2.2 The 2012 Waste Information Baseline report indicates that 90% of the general waste generated in South Africa is being landfilled.
- 2.3 The National Environmental Management Waste Act, Act No.59 of 2008, (NEM:WA), as amended, under section 11(5), requires each Province to submit its Integrated Waste Management Plan (IWMP) to the Minister for endorsement and approval by the Provincial legislature, the approved plan may be incorporated into any relevant Plan of that specific Province.
- 2.4 The National Environmental Management Waste Act, Act No.59 of 2008, (NEM:WA), as amended, under section 12(1), states the minimum contents of the Provincial IWMPs.
- 2.5 The National Environmental Management Waste Act, Act No.59 of 2008, (NEM:WA), as amended, under section 13(1) (a), requires Provinces to submit annual reports with regard to implementation of the Provincial IWMPs.
- 2.6 The municipalities needs to develop to develop IWMPs which are aligned to Provincial IWMPs, however some Provinces don't have the necessary resources to develop Provincial IWMPs. DEA therefore intends

31 May 2019

to assist Provinces with no valid IWMPs to develop IWMPs line with section 12(1) of Act No.59 of 2008, (NEM:WA), as amended.

2.7 The IWMP aims to improve the quality of life of the people in the Province by maximizing efficiency in waste management. This includes regulation, planning, coordination, monitoring and reporting on waste matters in the province.

3. OBJECTIVES

3.1 The project will enable the department to set up a panel of suitably qualified service providers to select from in order to develop IWMP on behalf of the Province/s.

3.2 The assessment of the panel will be in line with the following objectives to be stipulated in the IWMP for an efficient and effective management of waste in the Province in line with section 12 (1) of NEM:WA :

- Outline of the Status Quo and Situational Analysis of Waste in the Province.
- Identify and profile the Waste categories within the Province.
- Assess the existing management infrastructure (waste information, storage and disposal facilities) and develop the strategy on infrastructure provision/improvement.
- Establish the Demographics of Waste Service delivery in the Province.
- Determine the capacity and needs in the province for the waste management activities (Gap Analysis).
- Develop the plan that will assist in the permitting and sound management of landfill sites within the province.
- Develop a plan that will ensure that the waste avoidance, minimization, re-use, re-cycle, composting, treatment and disposal of waste is done in a manner that is cost effective, economically beneficial to locals and positively contribute to good public health and environmental sustainability.
- Develop Public-Private-Partnership on Waste Management in and around the province.
- Mobilise communities around waste management issues.
- Align the plan with the relevant provincial plan.
- Provide appropriate, affordable and sustainable waste collection services.

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- Enforce current, new legislation, guidelines and standards for total waste stream.
- Ensure safe collection, transportation and disposal of unavoidable waste in accordance with requirements and/ or standards.
- Make projections of future requirements.
- Financing of the IWMP.

4. SCOPE AND EXTENT OF WORK

The development of the PIWMP should cover all areas within the jurisdiction of Provincial Government. The Scope of Work should be aligned with section 12 of National Environmental Management Waste Act. The following activities will be required from the successful bidder:-

4.1. PHASE 1: SITUATIONAL ANALYSIS

The objectives of the situation analysis is to analyse and quantify all aspects related to current waste management services and practices carried out with the province with the view of using this information as a basis for future planning. It includes an evaluation of the areas serviced, the waste management services rendered, infrastructure and equipment, their efficiency, cost effectiveness, operational costs and budget, social and environmental acceptability, compliance with legislation, etc.

4.1.1. POLICY AND LEGISLATION

The relevant government policies and applicable legislation should be identified and the specific requirements must be established and described. Only policies and legislations which are relevant to waste services and practices should be identified and applied.

4.1.2. DEMOGRAPHICS

Appropriate demographics data should be collated.

- **Base population:** the service provider must quantify the base population figures in order to identify human concentrations and calculate population growth rates and future estimates.

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- **Existing population distribution:** for the purposes of determining current waste generation rates, future waste quantities and an estimate of recoverable materials, the service provider needs to identify the socio-economic distribution.

Typical categories are:-

- High income
- Middle income
- Low income
- Informal settlements
- Rural

Future population distribution: economic growth points and development nodes as well as future housing developments must be identified.

4.1.3. WASTE QUANTITIES AND CHARACTERISTICS

The service provider shall establish current quantities of waste generated, collected, stored, recycled, treated and disposed of. Demographic data collected will assist in determining the extent of existing waste impacts and the need for current or future waste collection services.

The service provider shall determine the waste categories and characteristics through sampling, which shall involve a detailed assessment of waste from a representative number of generators. Determination of general Waste from all sources must be included.

4.1.4. EXISTING WASTE MANAGEMENT SYSTEM, SERVICES AND PRACTICES

Once the information on the quantity and quality of the waste generated within the province and waste generation areas have been established, the service provider shall compile information on the existing waste management systems and practices.

The service provider shall provide a status quo report containing an overview of existing waste practices within the province. This includes the collection and cleansing services, the transport and transfer of the waste, waste minimisation and recycling systems/initiatives, and finally the disposal of waste.

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The service provider shall identify all existing, successful, and waste minimisation and recycling initiatives in the Province. The service provider must identify and describe any waste treatment facilities found in province.

For each treatment facility and waste disposal the following information should be provided:-

- i. Name of treatment facility
- ii. Geographic location
- iii. Type of treatment (e.g. incineration)
- iv. Year of construction (and any extensions)
- v. Capacity of each facility
- vi. Daily/weekly/monthly and annually, throughput for facility
- vii. Hours of operation
- viii. Flowchart for input and output of waste from facility
- ix. Characteristic for residual waste from treatment process
- x. Environmental monitoring programme for facility
- xi. Environmental impacts due to operation of the treatment facility
- xii. License/permit/registration certificate

The following information must be provided for waste disposal sites:-

- a. Name of disposal site
- b. Geographic location of landfill site
- c. Area covered by disposal site
- d. Year of construction/extension
- e. Resources available on site
- f. Registration/permit certificate
- g. Type and quantity of waste
- h. General State of Compliance

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4.1.5. GEOGRAPHIC WASTE MANAGEMENT AREA MAPPING

The geographic waste management area should be mapped. Maps should be constructed which indicate where the waste is generated. This should include existing recycling, treatment facility locations and the location of disposal facilities or site (s).

The information will determine the need for transfer stations and regional waste disposal sites and optimize possible identified sites for recycling, treatment and disposal facilities. The maps should be a conventional drawing with appropriate labelling and legends but preferably should be generated by geographic information system (GIS) software.

4.2. PHASE 2: GAP AND NEEDS ASSESSMENT

This stage seek to identify issues, gaps and needs which must be addressed. The end result of this step would be the prioritization of the issues, gaps and needs identified while aligning them to set targets and objectives. The issues, gaps and needs are to be analysed and prioritised in order of low, medium and high categories for implementation in the short, medium or long term.

The service provider must identify gaps and needs from the situation analysis. These gaps and needs should be listed and categorized under suitable categories. The following categories may be used:-

- Regulatory issues
- Financial and Economic issues
- Institutional and Organisational issues
- Socio-economic issues
- Technical and operational issues

4.2.1. ESTIMATE FUTURE WASTE GENERATION RATES QUANTITIES AND CHARACTERISTICS

Future waste trends, in terms of quantities, qualities and characteristics, for the planning period of 10 years, should be estimated using the information collected on domestic waste.

Generation rates per capita for each socio-economic category, the population, population distribution and waste generation rates should be estimated.

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The following must be looked at in details:-

- Recycling and re-use initiatives
- Waste disposal site/s airspace requirements
- Development of goals, objectives and policies

4.3. PHASE3: DEVELOPMENT AND EVALUATION OF ALTERNATIVES AND SCENARIOS

The service provider must evaluate and develop the scenarios in terms of appropriate criteria to ensure that the most suitable scenario (s) is/are selected for implementation. The service provider will then be expected to advise in details on opportunities and activities to institute such waste prevention and minimization strategies, systems and practices.

An indication of the extent of regionalisation of waste management facilities should be described. Strategies to identify and address the problems associated with cross-border movement of waste mainly by road must be identified and described including the legislative requirements and obligations. The service provider must identify the key stakeholders that must be consulted in the development of the IWMPs. The service provider must also advise on the acquisition, characteristics and cost implications of a suitable waste information system for use by the province.

4.4. PHASE 4: DEVELOP AN IMPLEMENTATION STRATEGY

After the development and evaluation of Alternatives and Scenarios, the service provider shall manage the approval process for the preferred scenarios. In each instance, once the preferred scenario has been accepted by the public and at political level, the service provider must develop a strategy, with associated action plans, to implement it. The strategy will consist of a number of projects identified in the selected scenario, which will realise the identified objectives and targets.

These projects may have to be managed and implemented in a specific order to ensure that the best results are achieved at the lowest possible cost to the ratepayers. The implementation strategy must have short, medium and long term target dates that have to be met in line with the set targets.

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The implementation strategy should describe the following:-

- Who will be responsible for the organisation, planning and implementation of the IWMP.
- How will the IWMP be integrated into the relevant provincial plan.
- The IWMP project implementation programme.
- The introduction of partnerships.
- The public participation programme.
- The financing of the various projects within the IWMP and funding mechanism (Financial Management).
- Legal aspects, such as the revision and development of new regulatory framework.
- How the tariff structures will be developed and;
- A monitoring and review programme for the IWMP.

5. EXPECTED DELIVERABLES / OUTCOMES

A. Detailed Action Plan (Inception Report)

- A. Pre-planning meeting will be undertaken between DEA, Province and the service provider(s) to clarify the project goals and agree on a project action plan including proposed methodologies.
- B. Status Quo Report: Report on the status quo -The draft must be sent back to DEA (National and Province) for comments/review.
- C. Gaps and needs assessment report
- D. Evaluation of alternatives report
- E. Implementation strategy
- F. Final Report: A detailed report comprising of deliverables; management options for based on analysis of the study findings
- G. CALL FOR EXPRESSION OF INTEREST

The advert must be placed in a relevant provincial paper for call of interest from the public meeting/s must be conducted so as to solicit inputs from the interested and/or affected parties.

6. PERIOD / DURATION OF PROJECT / ASSIGNMENT

The panel for IWMP Development will run for the duration of 3 years from 2019 to 2022.

Each project must be completed within 10 months after the signing of the SLA by both parties

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7. COSTING / COMPREHENSIVE BUDGET

Comprehensive budget must be provided inclusive of all disbursement costs, expenses and VAT.

8.1 Functionality Criteria

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

8.3 The following values/ indicators will be applicable when evaluating functionality:

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

STAGE 1					
	Category				
GUIDELINES FOR CATEGORY CRITERIA	FUNCTIONALITY (To be determine by project managers in line with scope of work): (GUIDELINES FOR CRITERIA APPLICATION)		Weight	Value/ Indicator	Total (Weight X Value awarded)
A proposed project plan, Methodology and Management of the project in generating the situational analysis, Gaps and Needs Assessment, Alternatives and Implementation Plan and	<ul style="list-style-type: none"> A details project plan with intermediate and final outputs and identified timeframes/ milestones. Proposed Methodology Management of the project 		35		
	Project plan, methodology and project management on consultation with stakeholders and buy in, and data gathering techniques to compile the IWMP.	Indicator			
	Project plan and methodology action well broken down; with detailed objectives and milestones.	5			
	Project plan and methodology, action identification basic; clear objectives and	4			

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financing	<p>clear milestones.</p> <p>Action plan provided with no deliverables and timeframes.</p> <p>Limited information provided on the action plan</p> <p>Task not well understood.</p> <p>No information provided</p>	<p>3</p> <p>2</p> <p>1</p> <p>0</p>																
<p>Certified Qualifications of key personnel to be assigned to the project.</p>	<p>Relevant qualification in the areas of environmental management, (waste management in particular), chemistry, environmental law, environmental economics or environmental engineering</p> <table border="1" data-bbox="320 824 986 1328"> <thead> <tr> <th data-bbox="320 824 874 936">Qualifications of key personnel</th> <th data-bbox="874 824 986 936">Indicator</th> </tr> </thead> <tbody> <tr> <td data-bbox="320 936 874 992">A Masters qualification and above</td> <td data-bbox="874 936 986 992">5</td> </tr> <tr> <td data-bbox="320 992 874 1048">An honours or equivalent qualification (s)</td> <td data-bbox="874 992 986 1048">4</td> </tr> <tr> <td data-bbox="320 1048 874 1104">A degree qualification (s)</td> <td data-bbox="874 1048 986 1104">3</td> </tr> <tr> <td data-bbox="320 1104 874 1160">A three year diploma qualification (s)</td> <td data-bbox="874 1104 986 1160">2</td> </tr> <tr> <td data-bbox="320 1160 874 1272">Two years diploma or a certificates qualification (s)</td> <td data-bbox="874 1160 986 1272">1</td> </tr> <tr> <td data-bbox="320 1272 874 1328">No qualification (s) attached/ submitted</td> <td data-bbox="874 1272 986 1328">0</td> </tr> </tbody> </table>	Qualifications of key personnel	Indicator	A Masters qualification and above	5	An honours or equivalent qualification (s)	4	A degree qualification (s)	3	A three year diploma qualification (s)	2	Two years diploma or a certificates qualification (s)	1	No qualification (s) attached/ submitted	0	15		
Qualifications of key personnel	Indicator																	
A Masters qualification and above	5																	
An honours or equivalent qualification (s)	4																	
A degree qualification (s)	3																	
A three year diploma qualification (s)	2																	
Two years diploma or a certificates qualification (s)	1																	
No qualification (s) attached/ submitted	0																	
<p>Capability (profiles of key staff and persons to be assigned to the project), 5 years' experience and knowledge in IWMP development. The company</p>	<ul style="list-style-type: none"> Bidder (s) are required to demonstrate that they have the necessary resources and technical expertise to undertake and successfully complete the project. <p>Bidder (s) should submit curriculum vitae for the key personnel proposed to be employed on the project.</p> <p>Areas of environmental management, (waste management in particular), chemistry, environmental law, environmental economics or environmental engineering.</p> <table border="1" data-bbox="320 1877 986 1984"> <thead> <tr> <th data-bbox="320 1877 874 1984">Experience of key personnel in areas of environmental management, (waste</th> <th data-bbox="874 1877 986 1984">Indicator</th> </tr> </thead> <tbody> </tbody> </table>	Experience of key personnel in areas of environmental management, (waste	Indicator	25														
Experience of key personnel in areas of environmental management, (waste	Indicator																	

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<p>should have developed a minimum of 5 Municipal IWMPs. Experience in the development of Provincial Waste Management Plans will be an added advantage.</p>	<table border="1"> <tr> <td>management in particular), chemistry, environmental law, environmental economics or environmental engineering</td> <td></td> </tr> <tr> <td>6 years 'or more experience</td> <td>5</td> </tr> <tr> <td>5-5 years' experience</td> <td>4</td> </tr> <tr> <td>3-4 years' experience</td> <td>3</td> </tr> <tr> <td>2-3 years' experience</td> <td>2</td> </tr> <tr> <td>1-2 years' experience</td> <td>1</td> </tr> <tr> <td>No experience</td> <td>0</td> </tr> </table>	management in particular), chemistry, environmental law, environmental economics or environmental engineering		6 years 'or more experience	5	5-5 years' experience	4	3-4 years' experience	3	2-3 years' experience	2	1-2 years' experience	1	No experience	0			
management in particular), chemistry, environmental law, environmental economics or environmental engineering																		
6 years 'or more experience	5																	
5-5 years' experience	4																	
3-4 years' experience	3																	
2-3 years' experience	2																	
1-2 years' experience	1																	
No experience	0																	
<p>The company's experience and track record in research as well as an understanding of the waste management industry including proven track record of previous, relevant projects and successes therein. (Provide contact details of references)</p>	<ul style="list-style-type: none"> Bidder (s) are required to demonstrate relevant past experience and competency of the company areas of environmental management, (waste management in particular), chemistry, environmental law, environmental economics or environmental engineering Bidder (s) should submit full details of, and at least three reliable contactable signed references for, projects of a similar scope which were successfully completed in the previous years <table border="1"> <tr> <td>Company experience areas of environmental management, (waste management in particular), chemistry, environmental law, environmental economics or environmental engineering.</td> <td>Indicator</td> </tr> <tr> <td>10 years 'or more experience</td> <td>5</td> </tr> <tr> <td>8-9 years' experience</td> <td>4</td> </tr> <tr> <td>5-7 years' experience</td> <td>3</td> </tr> </table>	Company experience areas of environmental management, (waste management in particular), chemistry, environmental law, environmental economics or environmental engineering.	Indicator	10 years 'or more experience	5	8-9 years' experience	4	5-7 years' experience	3	<p style="text-align: center; color: red;">25</p>								
Company experience areas of environmental management, (waste management in particular), chemistry, environmental law, environmental economics or environmental engineering.	Indicator																	
10 years 'or more experience	5																	
8-9 years' experience	4																	
5-7 years' experience	3																	

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	3-4years' experience	2			
	1-2 years' experience	1			
	No experience	0			
Total points on functionality			100		

8.5 STAGE 2: Preference Point System (80/20)

8.5.1. Calculation of points for price

The PPPFA prescribes that the lowest acceptable bid will score 80 points for price. Bidders that quoted higher prices will score lower points for price on a pro-rata basis. Where functionality is set as a criteria, only bid proposals that meets functionality requirements will be considered to be evaluated on price and B-BBEE.

8.5.2. Calculating of points for B-BBEE status level of contribution

Points will be awarded to a bidder for attaining the B-BBEE status level of contribution or a sworn affidavit certified by the commissioner of oath in accordance with the table below:

Stage 2: The following table must be used to calculate the B-BBEE scores (20)				
B.	PRICE	80		
C.	B-BBEE Status Level Contributor			Number of points

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				(80/20)
	1			20
	2			18
	3			14
	4			12
	5			8
	6			6
	7			4
	8			2
	Non –compliant contributor			0

8.5.3 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 not 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.
- h)

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9. SPECIAL CONDITIONS OF CONTRACT

- a. The performance measures for the delivery of the development of Integrated Waste Management Plan (IWMP) will be closely monitored by DEA.
- b. The Service Provider(s) will submit monthly progress reports to the Programme manager, within 4 days after the end of each month and the final report three weeks before the project end date.
- c. The Programme manager shall do the ongoing management of the Service agreement.
- d. The Service Provider 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 an 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 comparable years of experience) appointed to be able to transfer skills and knowledge.
- e. 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.
- f. Please take note that DEA is not bound to select any of the firms submitting proposals. DEA reserves the right not to appoint any of the bids and not appoint any service provider to be part of the Panel.
- g. 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.
- h. The proposal should include, amongst other, the following:
 - A proposed plan of action;
 - A list of references;
 - Ability to ensure continuing of staff on the project.
 - The Curriculum Vitae (CV) of the staff who will be available for the duration of the work must be attached.
- i. 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. The original Tax Clearance Certificate must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate may result in the invalidation of the bid.

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- j. Certified copies of the Tax Clearance Certificate will not be acceptable 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.
- k. The bid proposals should be submitted with all required information containing technical information.
- l. DEA Entity Maintenance form included in the bid documents must be completed and returned with the bid proposals.
- m. A breakdown of the hourly tariff inclusive of value-added tax (VAT) for services rendered must be included. Expenditure incurred without the prior approval of the Programme manager will not be reimbursed.
- n. DEA will not be held responsible for any costs incurred by the bidder in the preparation, presentation and submission of the bids.
- o. Travelling costs and time spent or incurred between home and office of consultants and DEA office will not be for the account of DEA.
- p. Intellectual property rights will belong to DEA e.g. Study database, records reports and printing.
- q. Bidders must submit two identical proposals for each bid clearly marked "original" and "copy".
Soft copies of progress reports must be submitted monthly and both soft and hard copies of the final report must be submitted at the end of the project period. Before any work can commence the service level agreement must be signed by both parties (DEA and the successful bidder as chosen from the panel) 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.
- r. The evaluation of Bids can only be done on the basis of information required by the department.
- s. Service Providers are requested to submit the original and valid B-BBEE Status Level Verification Certificate or certified copies thereof issued by verification agencies accredited by SANAS or registered auditors approved by IRBA together with their bids, to substantiate their B-BBEE rating claims, failing which the B-BBEE preference points claimed will be forfeited.
- t. 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 for B-BBEE.
- u. 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.
- v. 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

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were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.

- w. Public entities and tertiary institutions must also submit B-BBEE Status Level Verification Certificates together with their bids.
- x. 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.
- y. 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).
- z. 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.
 - aa. No financials should be included in the technical proposal (envelope), Failure to comply with these conditions may result in a bid being disqualified.
 - bb. the preference point system applicable to the tender is 80/20

10 Sub-contracting conditions/ requirements

- 10.1 A person awarded a contract may only enter into subcontracting arrangement with the approval of the department
- 10.2 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
- 10.3 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..

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11 Payment terms

DEA undertakes to pay out in full or as per deliverables within 30 (thirty) days all valid claims for work done to its satisfaction upon presentation of 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.

12 Technical enquiries

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

Name: Malcolm Mogotsi

Office Telephone No. 012 399 9805

E-Mail: MMogotsi@environment.gov.za

THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

July 2010

GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

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

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

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

TABLE OF CLAUSES

1. Definitions
2. Application
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4. Standards
5. Use of contract documents and information; inspection
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10. Delivery and documents
11. Insurance
12. Transportation
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25. Force Majeure
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28. Limitation of liability
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30. Applicable law
31. Notices
32. Taxes and duties
33. National Industrial Participation Programme (NIPP)
34. Prohibition of restrictive practices

General Conditions of Contract

1. Definitions

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

RSA.

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

obligations of the supplier covered under the contract.

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

2. Application

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

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

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

3. General

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

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

4. Standards

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

5. Use of contract documents and information; inspection.

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

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

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

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

6. Patent rights

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

7. Performance security

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

8. Inspections, tests and analyses

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

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

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

9. Packing

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

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

10. Delivery and documents

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

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

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

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

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

14. Spare parts

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

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

15. Warranty

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

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

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

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

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

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

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

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

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

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

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

- 23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.
- 23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
- (i) the name and address of the supplier and / or person restricted by the purchaser;
 - (ii) the date of commencement of the restriction
 - (iii) the period of restriction; and
 - (iv) the reasons for the restriction.

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

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

24. Anti-dumping and countervailing duties and rights

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

may be due to him

25. Force Majeure

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

28. Limitation of liability

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

- (b) 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													
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Trading Name													
Tax Number													
VAT Number													
Title:													
Initials:													
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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	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="border-bottom: 1px solid black; width: 20px; height: 15px;"></td> <td style="border-bottom: 1px solid black; width: 20px; height: 15px;"></td> </tr> </table>												

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