INVITATION TO BID

BID REFERENCE NUMBER: E 1268

Appointment of a service provider to outsourcing of a project to develop the waterberg-bojanala priority area air quality management plan (aqmp) and threat assessment

Important Notice

Compulsory briefing session, Date: 25 November 2013, Time: 09h00

Venue: Department of Environmental Affairs, 315 Pretorius Str (Cnr Lillian Ngoyi and Pretorius Str), Fed sure Forum Building, Pretoria, 0001

Report at 2nd floor reception area
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DEPARTMENT OF ENVIRONMENTAL AFFAIRS

BID NUMBER: E 1268 CLOSING DATE: 06-12-2013 CLOSING TIME: 11:00

DESCRIPTION: Appointment of a service provider to outsourcing of a project to develop the waterberg-bojanala priority area air quality management plan (aqmp) and threat assessment

The successful bidder will be required to fill in and sign a written Contract Form (SBD 7).

BID DOCUMENTS MAY BE POSTED TO:
Director-General; Department of Environmental Affairs; Private Bag X 447 PRETORIA 0001

OR

DEPOSITED IN THE BID BOX SITUATED AT: Department of Environmental Affairs 2nd Floor, Fedsure Forum Building Corner Lillian Ngoyi & Pretorius Street, Pretoria 0001

Bidders should ensure that bids are delivered timeously to the correct address. If the bid is late, it will not be accepted for consideration.

The bid box is generally open 24 hours a day, 7 days a week.

ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS – (NOT TO BE RE-TYPED)

NB: TWO BID PROPOSALS MUST BE SUBMITTED, CLEARLY MARKED: ORIGINAL AND COPY

THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2011, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT

THE FOLLOWING PARTICULARS MUST BE FURNISHED

(FAILURE TO DO SO MAY RESULT IN YOUR BID BEING DISQUALIFIED)

NAME OF BIDDER

POSTAL ADDRESS

STREET ADDRESS

TELEPHONE NUMBER CODE............NUMBER

CELLPHONE NUMBER

FACSIMILE NUMBER CODE .........NUMBER

E-MAIL ADDRESS

VAT REGISTRATION NUMBER

HAS AN ORIGINAL AND VALID TAX CLEARANCE CERTIFICATE BEEN SUBMITTED? (SBD 2) YES or NO

HAS A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE BEEN SUBMITTED? (SBD 6.1) YES or NO

IF YES, WHO WAS THE CERTIFICATE ISSUED BY?

AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) .................................................. .......... A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS); OR ........................................ A REGISTERED AUDITOR ..................................................

[TICK APPLICABLE BOX]
(A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE 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? YES or NO

[IF YES ENCLOSE PROOF]

SIGNATURE OF BIDDER .............................................................................................................................................

DATE ...........................................................................................................................................................................

CAPACITY UNDER WHICH THIS BID IS SIGNED ........................................................................................................

TOTAL BID PRICE........................................ TOTAL NUMBER OF ITEMS OFFERED ..............................................

---------------------------------------------------------------------------------------------------------------------

ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE MAY BE DIRECTED TO:

Department: Environmental Affairs

Contact Person: Jonas Nktseng / Tshepo Matheane
Tel: (012) 310 3064 or (012) 395 1819
Fax: 012 320 2894.

ANY ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:

Name: Ms. Elizabeth Masekoameng
Director: Atmospheric Policy, Regulation and Planning,
Telephone: (012) 310 3598,
Fax: 012 320 0488
E-mail: EMasekoameng@environment.gov.za

OR alternatively the Project Manager:

Name: Ms. Ricca Marowe
Deputy Director: Priority Area Planning
Telephone: (012) 310 3955,
E-mail: RMarowe@environment.gov.za
TAX CLEARANCE CERTIFICATE REQUIREMENTS

It is a condition of bid that the taxes of the successful bidder must be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder’s tax obligations.

1. In order to meet this requirement bidders are required to complete in full the attached form TCC 001 “Application for a Tax Clearance Certificate” and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.

2. SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.

3. The original Tax Clearance Certificate must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.

4. In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.

5. Copies of the TCC 001 “Application for a Tax Clearance Certificate” form are available from any SARS branch office nationally or on the website www.sars.gov.za.

6. Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website www.sars.gov.za.
### Pricing Schedule

**Professional Services**

**Name of Bidder:** ………………………………………………………………………………………………

**Bid No.:** E1268

**Closing Time:** 11:00

**Closing Date:** 06-12-2013

Offer to be valid for ……90…….days from the closing date of bid.

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description</th>
<th>Bid Price in RSA Currency</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>The accompanying information must be used for the formulation of proposals.</td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>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.</td>
<td>R…………………………………………………………………………</td>
</tr>
<tr>
<td>3.</td>
<td>Persons who will be involved in the project and rates applicable (certified invoices must be rendered in terms hereof)</td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td>Person and position</td>
<td>Hourly Rate</td>
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<td>5.</td>
<td>Phases according to which the project will be completed, cost per phase and man-days to be spent</td>
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<td>R-------------------</td>
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<tr>
<td>5.1</td>
<td>Travel expenses (specify, for example rate/km and total km, class of airtravel, etc). Only actual costs are recoverable. Proof of the expenses incurred must accompany certified invoices.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Description of expense to be incurred</td>
<td>Rate</td>
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</tbody>
</table>

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

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

<table>
<thead>
<tr>
<th>DESCRIPTION OF EXPENSE TO BE INCURRED</th>
<th>RATE</th>
<th>QUANTITY</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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<td>TOTAL:</td>
<td></td>
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<td>R………..</td>
</tr>
</tbody>
</table>

6. Period required for commencement with project after acceptance of bid

7. Estimated man-days for completion of project

8. Are the rates quoted firm for the full period of contract? *YES/NO

9. If not firm for the full period, provide details of the basis on which adjustments will be applied for, for example consumer price index.

Any enquiries regarding bidding procedures may be directed to the –

**Contact Person:** Jonas Nkitseng / Tshepo Matheane  
Tel: (012) 310 3064 or (012) 395 1819  
Fax: 012 320 2894.

Or for technical information –

**Name:** Ms. Elizabeth Masekoameng  
Director: Atmospheric Policy, Regulation and Planning,  
Telephone: (012) 310 3598,  
E-mail: EMasekoameng@environment.gov.za

OR alternatively the Project Manager:

**Name:** Ms. Ricca Marowe  
Deputy Director: Priority Area Planning  
Telephone: (012) 310 3955,  
E-mail: RMarowe@environment.gov.za
DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-

- the bidder is employed by the state; and/or

- the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

2. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

2.1 Full Name of bidder or his or her representative: .................................................................

2.2 Identity Number: ……………………………………………………………………………………………

2.3 Position occupied in the Company (director, trustee, shareholder²): …………………………………..

2.4 Company Registration Number: …………………………………………………………………………..

2.5 Tax Reference Number: ……………………………………………………………………………………

2.6 VAT Registration Number: …………………………………………………………………………………

2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / persal numbers must be indicated in paragraph 3 below.

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

²“Shareholder” means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.
2.7 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 attached proof of such authority to the bid document? YES / NO

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

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

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

2.8.1 If so, furnish particulars:
..................................................................................................................
..................................................................................................................
..................................................................................................................

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

………………………………………………………………
………………………………………………………………
………………………………………………………………

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

2.10.1 If so, furnish particulars.

………………………………………………………………
………………………………………………………………
………………………………………………………………

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

2.11.1 If so, furnish particulars:

…………………………………………………………………………….
…………………………………………………………………………….
…………………………………………………………………………….

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

<table>
<thead>
<tr>
<th>Full Name</th>
<th>Identity Number</th>
<th>Personal Tax Reference Number</th>
<th>State Employee Number / Persal Number</th>
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4 DECLARATION

I, THE UNDERSIGNED (NAME)…………………………………………………………………………………

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT. I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 23 OF THE GENERAL CONDITIONS OF CONTRACT SHOULD THIS DECLARATION PROVE TO BE FALSE.

.................................................. ..................................................  
Signature                           Date

.................................................. ..................................................  
Position                           Name of bidder

May 2011
THE NATIONAL INDUSTRIAL PARTICIPATION PROGRAMME

INTRODUCTION

The National Industrial Participation (NIP) Programme, which is applicable to all government procurement contracts that have an imported content, became effective on the 1 September 1996. The NIP policy and guidelines were fully endorsed by Cabinet on 30 April 1997. In terms of the Cabinet decision, all state and parastatal purchases / lease contracts (for goods, works and services) entered into after this date, are subject to the NIP requirements. NIP is obligatory and therefore must be complied with. The Industrial Participation Secretariat (IPS) of the Department of Trade and Industry (DTI) is charged with the responsibility of administering the programme.

1 PILLARS OF THE PROGRAMME

1.1 The NIP obligation is benchmarked on the imported content of the contract. Any contract having an imported content equal to or exceeding US$ 10 million or other currency equivalent to US$ 10 million will have a NIP obligation. This threshold of US$ 10 million can be reached as follows:

(a) Any single contract with imported content exceeding US$10 million.

or

(b) Multiple contracts for the same goods, works or services each with imported content exceeding US$3 million awarded to one seller over a 2 year period which in total exceeds US$10 million.

or

(c) A contract with a renewable option clause, where should the option be exercised the total value of the imported content will exceed US$10 million.

or

(d) Multiple suppliers of the same goods, works or services under the same contract, where the value of the imported content of each allocation is equal to or exceeds US$ 3 million worth of goods, works or services to the same government institution, which in total over a two (2) year period exceeds US$10 million.

1.2 The NIP obligation applicable to suppliers in respect of sub-paragraphs 1.1 (a) to 1.1 (c) above will amount to 30 % of the imported content whilst suppliers in respect of paragraph 1.1 (d) shall incur 30% of the total NIP obligation on a pro-rata basis.

1.3 To satisfy the NIP obligation, the DTI would negotiate and conclude agreements such as investments, joint ventures, sub-contracting, licensee production, export promotion, sourcing arrangements and research and development (R&D) with partners or suppliers.
1.4 A period of seven years has been identified as the time frame within which to discharge the obligation.

2 REQUIREMENTS OF THE DEPARTMENT OF TRADE AND INDUSTRY

2.1 In order to ensure effective implementation of the programme, successful bidders (contractors) are required to, immediately after the award of a contract that is in excess of R10 million (ten million Rands), submit details of such a contract to the DTI for reporting purposes.

2.2 The purpose for reporting details of contracts in excess of the amount of R10 million (ten million Rands) is to cater for multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as provided for in paragraphs 1.1.(b) to 1.1. (d) above.

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

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

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

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

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

4 PROCESS TO SATISFY THE NIP OBLIGATION

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

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

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

<table>
<thead>
<tr>
<th>Bid number</th>
<th>Closing date:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Name of bidder

Postal address

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

Signature........................................... Name (in print).................................

Date.................................................

Js475wc
PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2011

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, 2011.

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 R1 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R1 000 000 (all applicable taxes included).

1.2 The value of this bid is estimated to exceed/not exceed R1 000 000 (all applicable taxes included) and therefore the………90/10……system shall be applicable.

1.3 Preference points for this bid shall be awarded for:

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

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

<table>
<thead>
<tr>
<th>POINTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>PRICE</td>
</tr>
<tr>
<td>B-BBEE STATUS LEVEL OF CONTRIBUTION</td>
</tr>
</tbody>
</table>

Total points for Price and B-BBEE must not exceed 100

1.4 Failure on the part of a bidder to fill in and/or to sign this form and submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or an Accounting Officer as contemplated in the Close Corporation Act (CCA) together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

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

2.2 “B-BBEE” means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;

2.3 “B-BBEE status level of contributor” means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

2.4 “bid” means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;

2.5 “Broad-Based Black Economic Empowerment Act” means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

2.6 “comparative price” means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;

2.7 “consortium or joint venture” 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;

2.8 “contract” means the agreement that results from the acceptance of a bid by an organ of state;

2.9 “EME” means any enterprise with an annual total revenue of R5 million or less.

2.10 “Firm price” means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;

2.11 “functionality” means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;

2.12 “non-firm prices” means all prices other than “firm” prices;

2.13 “person” includes a juristic person;

2.14 “rand value” means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;

2.15 “sub-contract” means the primary contractor’s assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;

2.16 “total revenue” bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the Government Gazette on 9 February 2007;
2.17 “trust” means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and

2.18 “trustee” means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

3. ADJUDICATION USING A POINT SYSTEM

3.1 The bidder obtaining the highest number of total points will be awarded the contract.

3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts.

3.3 Points scored must be rounded off to the nearest 2 decimal places.

3.4 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.

3.5 However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.

3.6 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

4. POINTS AWARDED FOR PRICE

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

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

\[
Ps = 80 \left(1 - \frac{Pt - P_{min}}{P_{min}}\right) \quad \text{or} \quad Ps = 90 \left(1 - \frac{Pt - P_{min}}{P_{min}}\right)
\]

Where

- \(Ps\) = Points scored for comparative price of bid under consideration
- \(Pt\) = Comparative price of bid under consideration
- \(P_{min}\) = Comparative price of lowest acceptable bid

5. Points awarded for B-BBEE Status Level of Contribution

5.1 In terms of Regulation 5 (2) and 6 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:
<table>
<thead>
<tr>
<th>B-BBEE Status Level of Contributor</th>
<th>Number of points (90/10 system)</th>
<th>Number of points (80/20 system)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>10</td>
<td>20</td>
</tr>
<tr>
<td>2</td>
<td>9</td>
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<td>3</td>
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<td>4</td>
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<td>7</td>
<td>2</td>
<td>4</td>
</tr>
<tr>
<td>8</td>
<td>1</td>
<td>2</td>
</tr>
<tr>
<td>Non-compliant contributor</td>
<td>0</td>
<td>0</td>
</tr>
</tbody>
</table>

5.2 Bidders who qualify as EMEs in terms of the B-BBEE Act must submit a certificate issued by an Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor. Registered auditors do not need to meet the prerequisite for IRBA’s approval for the purpose of conducting verification and issuing EMEs with B-BBEE Status Level Certificates.

5.3 Bidders other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.

5.4 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.

5.5 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.

5.6 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.

5.7 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.

5.8 A person awarded a contract may not sub-contract 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 than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.
6. **BID DECLARATION**

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

7. **B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.3.1.2 AND 5.1**

7.1 B-BBEE Status Level of Contribution: .............. = ..............(maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or an Accounting Officer as contemplated in the CCA).

8. **SUB-CONTRACTING**

8.1 Will any portion of the contract be sub-contracted? YES / NO (delete which is not applicable)

8.1.1 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? YES / NO (delete which is not applicable)

9. **DECLARATION WITH REGARD TO COMPANY/FIRM**

9.1 Name of company/firm ...........................................................................................................

9.2 VAT registration number ........................................................................................................

9.3 Company registration number .............................................................................................

9.4 **TYPE OF COMPANY/ FIRM**

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

[TICK APPLICABLE BOX]

9.5 **DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

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

9.6 **COMPANY CLASSIFICATION**

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

[TICK APPLICABLE BOX]

9.7 Total number of years the company/firm has been in business? ..........................................

9.8 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 contribution indicated in paragraph 7 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 paragraph 7, 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 contribution 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) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, 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. .............................................

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

SIGNATURE(S) OF BIDDER(S)

2. .............................................

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.

<table>
<thead>
<tr>
<th>Item</th>
<th>Question</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>4.1</td>
<td>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? (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 audi alteram partem rule was applied). The Database of Restricted Suppliers now resides on the National Treasury’s website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) and can be accessed by clicking on its link at the bottom of the home page.</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>4.1.1</td>
<td>If so, furnish particulars:</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>4.2</td>
<td>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)? The Register for Tender Defaulters can be accessed on the National Treasury’s website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</td>
<td>☐</td>
<td>☐</td>
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<tr>
<td>4.2.1</td>
<td>If so, furnish particulars:</td>
<td>☐</td>
<td>☐</td>
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<tr>
<td>4.3</td>
<td>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?</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>4.3.1</td>
<td>If so, furnish particulars:</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>4.4</td>
<td>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?</td>
<td>☐</td>
<td>☐</td>
</tr>
</tbody>
</table>
4.4.1 If so, furnish particulars:

SBD 8

CERTIFICATION

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

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

..................................................  ..................................................
Signature                        Date

..................................................
Position                           Name of Bidder

Js365bW
CERTIFICATE OF INDEPENDENT BID DETERMINATION

1 This Standard Bidding Document (SBD) must form part of all bids¹ invited.

2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a pe se prohibition meaning that it cannot be justified under any grounds.

3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
   a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution’s supply chain management system and or committed fraud or any other improper conduct in relation to such system.
   b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.

4 This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.

5 In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

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

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

I, the undersigned, in submitting the accompanying bid:

________________________________________________________________________

(Bid Number and Description)

in response to the invitation for the bid made by:

______________________________________________________________________________

(Name of Institution)

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

I certify, on behalf of:_______________________________________________________ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word “competitor” shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:

    (a) has been requested to submit a bid in response to this bid invitation;
    (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
    (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.

7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
   
   (a) prices;
   
   (b) geographical area where product or service will be rendered (market allocation)
   
   (c) methods, factors or formulas used to calculate prices;
   
   (d) the intention or decision to submit or not to submit, a bid;
   
   (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
   
   (f) bidding with the intention not to win the bid.

8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.

9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

1.1. The objective of this Request for Proposal is to appoint a suitable independent service provider/s that can support DEA with the Development of Waterberg Bojanala Priority Area Air Quality Management Plan (AQMP) and Threat Assessment.

1.2. Preference may be given to a Service Provider/s that is not already performing consultancy work within DEA.

1.3. Companies/service providers who were contracted to draft the Terms of Reference will not be considered.

2. SCOPE AND EXTENT OF WORK

2.1. The role of the Service Provider is to assist the Department of Environmental Affairs with the project to develop the Waterberg Bojanala Priority Area Air Quality Management Plan (AQMP) and Threat Assessment in accordance with the provision of the National Environmental Management: Air Quality Act, 2004 (Act No. 39 of 2004) (hereafter referred to as AQA or the Act), and in line with the National Environmental Management Act, 1998 (Act No. 107 of 1998) (NEMA).

2.2. The overall objective of the project is to develop a comprehensive Waterberg-Bojanala Priority Area AQMP and Threat Assessment in order to establish the current status of air quality.
quality, determine projected impact of planned development in the Waterberg District, and to
develop an AQMP with objectives that will ensure prevention and improvement in air quality
in the area, so as to fulfill Government's Constitutional mandate to ensure an environment
that is not harmful to the health and well-being of all South Africans. The detailed scope of
work and related outputs are provided below:

2.2.1. Outputs in respect of Objective 1. – Planning Objective

The appointed service provider will carry out all the work required to develop and compile a
process plan for the development of the Waterberg Bojanala Priority Area Air Quality
Management Plan and Threat Assessment. This process plan should include, among others:

(i) a detailed description of how the appointed service provider intends to develop the AQMP
in accordance with the project objectives;

(ii) a Gantt Bar Chart detailing the timing and critical path of key activities and milestones;

(iii) a capacity building strategy (National, Provinces and Municipalities);

(iv) proposed plan structure based will be based on the appropriate methodology , Objective
Oriented Project Planning (OOPP) methodology and/or best practice in the field of air
quality management planning. The process plan must be submitted to the DEA for
approval before it is presented  to the MSRG for comments.

<table>
<thead>
<tr>
<th>Description</th>
<th>Verifiable Indicator</th>
<th>Means of verification</th>
</tr>
</thead>
<tbody>
<tr>
<td>Output 1.–Planning objective</td>
<td>A clear and unambiguous plan on how specific success indicator outputs will be generated.</td>
<td>Implementable project process plan submitted to the department</td>
</tr>
</tbody>
</table>

Table 1: Outputs 1: Planning Objective - success indicators
2.2.2. Outputs in respect of Objective 2: Baseline Assessment

2.2.2.1. Output 2.A: Problem analysis

The appointed service provider will carry out all the required meetings, interviews, literature reviews, data collection, data analysis, etc. required to compile the initial chapter of the draft Waterberg Bojanala Priority Area Air Quality Management Plan and Threat Assessment, namely, the problem analysis. This analysis should review available information in order to generate a chapter that, amongst others:

(i) clearly describes the current ambient air quality in the area and compares this to national standards;
(ii) identifies significant sources of air pollution in the area;
(iii) describes the cause and effect relationships that give rise to the significant sources of air pollution;
(iv) clearly describes the overall health, environmental impacts, social and economic impacts of poor air quality in the area;
(v) describes the relative difficulty, or otherwise, of reducing various emissions;
(vi) provides details on any future threats to air quality in the area (new industrial developments, etc.); and
(vii) identifies significant information gaps. For clarity, the extensive use of graphics will be required. The problem analysis must also be summarised and illustrated in the form of a “problem tree” that clearly illustrates cause-and-effect relationships.

Note: It must be noted that the Department has already collected much of the necessary background information (approximately 60%) required for problem analysis. This information will be shared with the appointed service provider. This information must be reviewed for completeness and any information gaps should be addressed.

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<tr>
<th>Description</th>
<th>Verifiable Indicator</th>
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<tbody>
<tr>
<td>Output 2. A: Problem analysis: success indicator</td>
<td>The causes of current and, potential, future poor air quality in the area are clearly defined and described.</td>
<td>Problem analysis/background report submitted to the department as part of the baseline report</td>
</tr>
</tbody>
</table>
2.2.2.2. Output 2.B: Emission Inventory

The appointed service provider will be responsible for, but not limited to, validating the available emission inventories that were developed as part of Bojanala District municipality and Limpopo provincial AQMPs and from DEA Waterberg emission inventory campaign. Furthermore, the service provider will identify any gaps in the existing inventories and where there are gaps, the service provider will collect, collate and analyze emission inventory data and other required information. The service provider will be required develop a comprehensive database of all identified emission sources such as:

(i) Industrial operations (point and fugitive emissions);
(ii) Mining activities;
(iii) Domestic fuel burning;
(iv) Vehicle emissions;
(v) Other fugitive dust sources;
(vi) Biomass burning; and
(vii) Waste treatment and disposal.

The Service provider will work in close cooperation with the department in the development of the emission inventory and the service provider will be required to hand over all documentation and calculations used in the development of the inventory.

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<th>Description</th>
<th>Verifiable Indicator</th>
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<tbody>
<tr>
<td>Output 4. B: Emission Inventory- success indicator</td>
<td>A comprehensive emission inventory incorporating all major sources (current and future) and in alignment with DEA emission inventory requirements is approved by DEA</td>
<td>Emissions inventory spreadsheets and a chapter submitted as part of the baseline assessment report</td>
</tr>
</tbody>
</table>

2.2.2.3. Output 2.C: Dispersion Modeling

Based on the emission inventory developed, the Service Provider will use the appropriate modeling approach to provide air pollution dispersion model results that characterises the impact of air pollution on ambient air quality in both time and space.
The Service provider is expected to describe the modeling approach and demonstrate its applicability. A final decision on the modeling approach should be discussed and approved internally prior to any work commencement and should be in line with the proposed Guideline to Air Dispersion Modelling for Air Quality Management in South Africa, published on the 14 December 2012 (Gazzette No. 35981). Upon completion of the project the service provider will supply the Department with copies of all input data, model parameterization and post-processing files, to be installed and operational on the Department's dispersion modeling computer.

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<th>Description</th>
<th>Verifiable Indicator</th>
<th>Means of verification</th>
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</thead>
<tbody>
<tr>
<td>Output 2.C: Dispersion Modeling- success indicator</td>
<td>Dispersion models indicating the impact of current and future emissions on ambient air quality</td>
<td>Emissions modeling chapter that includes maps as outputs submitted as part of the baseline assessment report</td>
</tr>
<tr>
<td></td>
<td></td>
<td>All model input files, model parameterization and post-processing files installed and operational on the Departmental dispersion modeling computer.</td>
</tr>
</tbody>
</table>

2.2.2.4. Outputs 2.D – Baseline Assessment Report Compilation

Based on Outputs 2.A, 2.B, and 2.C, the Service provider will be required to compile a baseline report that describes the current air quality status in the priority Area, with the view of developing strategies and interventions.

The baseline report should include an assessment of existing emissions from various sources in the area, ambient air quality data from various monitoring stations in the priority area in relation to ambient air quality standards, the results of the dispersion modeling and other collected information. This is the most important document that will provide the status-quo of air quality in the WBPA and therefore direct interventions. The Baseline Assessment will be work-shopped internally and to the MSRG workshop for endorsement prior to publication. In general the baseline report will include:

(i) all findings of problem analysis (output 2A)
(ii) estimated emissions from various sources and a description of the contributions of various sources of pollution to the ambient air quality in the area (output 2B);

(iii) Results of the dispersion modelling exercise indicating the potential impacts of missions to ambient air quality (output 2C)

(iv) a description of current challenges of reducing various emissions; and

(v) any identified information gaps.

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<tr>
<th>Description</th>
<th>Verifiable Indicator</th>
<th>Means of verification</th>
</tr>
</thead>
<tbody>
<tr>
<td>Output 2.D- Baseline Assessment Report-success indicator</td>
<td>Baseline Assessment report compiled and work-shopped with the MSRG</td>
<td>Baseline report adopted MSRG meeting minutes</td>
</tr>
</tbody>
</table>

### 2.2.3. Outputs in respect of Objective 3. Threat Assessment and Scenario Building

#### 2.2.3.1. Output 3.A: Threat Assessment Emission Inventory

The appointed service provider will undertake a further inventory of future sources of emissions in the WBPA based on the Strategic Integrated Projects (SIPs) and more specifically SIP1 (Unlocking the Northern Mineral Belt with Waterberg as a catalyst), SIP3 (Unlocking the Economic Opportunities in the North West Province), and the Presidential Infrastructure Coordinating Commission (PICC) with the aim of establishing potential air quality threats in the priority area. To achieve this, the service provider will collect, collate and analyse all the available information on the future infrastructure projects that have been proposed in the WBPA and based on that estimate possible emissions that are likely to result from all activities associated with such projects. These will include, but not limited to:

(i) Planned industrial activities;

(ii) Planned mining activities;

(iii) Emissions from domestic fuel burning; and

(iv) Other planned projects with air quality impacts.

However, the Service provider should bear in mind that not all projects in the WBPA will be implemented at the same time. The service provider will group/categorise projects in terms of
their specified implementation timeframes. This categorization will assist in developing various scenarios.

Table 6: Output 3.A: Threat Assessment Emission -success indicator

<table>
<thead>
<tr>
<th>Description</th>
<th>Verifiable Indicator</th>
<th>Means of verification</th>
</tr>
</thead>
<tbody>
<tr>
<td>Output 3.A: Threat assessment emission inventory</td>
<td>Future emissions estimated</td>
<td>Future emissions inventory as part of the threat assessment chapter</td>
</tr>
</tbody>
</table>

2.2.3.2. Output 3.B: Threat Assessment Scenario Development and Modelling

Based on the findings of threat assessment emissions inventory and the potential future emissions; cumulative air quality impacts associated with specific future infrastructure and other developments in the WBPA will be estimated using the same model used to generate output 2.C.

Various time-based scenarios will be modeled based on the projected implementation timeframes of various infrastructure/developmental projects. At this stage it is envisaged that 4 scenarios will be developed and modeled (2020, 2030, 2040 and 2050) but the final decision on the modeled scenarios will be made by the project manager.

Table 7: Output 3B: Scenario Development -success indicator

<table>
<thead>
<tr>
<th>Description</th>
<th>Verifiable Indicator</th>
<th>Means of verification</th>
</tr>
</thead>
<tbody>
<tr>
<td>Output 3.B: Scenario development</td>
<td>Threat assessment and scenarios report compiled</td>
<td>Threat assessment and scenarios report submitted to form a chapter in the WBPA AQMP</td>
</tr>
</tbody>
</table>

2.2.4. Outputs in respect of Objective 4:-Strategy Analysis and Intervention Description

2.2.4.1. Output 4.A: Strategy Analysis

The Service provider will be required to facilitate a MSRG workshop in order to develop Strategy Analysis, Problem Analysis, Intervention Descriptions and Action Plan. Firstly, all identified problem complexes will be work-shopped and finalized. Based on these, the Problem-Tree and an associated “Objectives-Tree” will be developed using appropriate
technique/methodology. An analysis of possible alternative or additional strategies that could be employed to efficiently meet the objectives contained in the objectives tree will be investigated. Intervention Description and Action Plan will be developed for effective implementation of the WBPA Air Quality Management Plan and Threat Assessment.

The department (DEA) will carry out all the logistical arrangements (and the cost thereof) for the said workshop. The service provider will facilitate the analysis of possible strategies to be employed to meet the objectives contained in the objectives tree.

The Service provider, working together with DEA, will review the workshop discussions and agreements that will inform the generation of a chapter that, among others:

(i) clearly describes the various strategies that could be employed to meet the objectives;

(ii) describes the pros and cons of the various strategies; and details of the proposed strategies.

Table 8: Output 4.A: Strategy Analysis -success indicators

<table>
<thead>
<tr>
<th>Description</th>
<th>Verifiable Indicator</th>
<th>Means of verification</th>
</tr>
</thead>
<tbody>
<tr>
<td>Output 4.A: Strategy Analysis and Intervention Description- success indicator</td>
<td>All possible pollution mitigation strategies are described and reviewed and Interventions are clearly described, and that once implemented, will have a measurable positive impact on ambient air quality in the area.</td>
<td>Problem trees and objective trees that are outlined as part of the draft AQMP</td>
</tr>
</tbody>
</table>

2.2.4.2. Output 4.B: Intervention Descriptions

Using the approved strategies, the service provider with assistance from the stakeholders will identify possible interventions required to meet the project objectives. The service provider will then carry out all the work required to compile the chapters of the plan that detail these interventions. In this regard, the DEA will carry out all the logistical arrangements, organize and participate in any identified bi-lateral meetings with key-stakeholders. Each, specific intervention should be described giving, among others:
(i) intervention objective (with details of timing and expected air quality impacts);

(ii) intervention outputs; activities; inputs (including financial, human and technological resource inputs);

(iii) assumptions and risk assessment; intervention implementation plan that clearly describes timing and responsibilities; and

(iv) Interventions should take into account future conditions for various scenarios developed as part of the threat assessment.

This exercise should quantify, where possible, the emission reduction potential of each of the interventions. The work should be conducted as a series of scenarios with an economic cost / benefit analysis conducted as part of the assessment.

A workshop should be conducted when developing Sections 2.2.4.1 and 2.2.4.2 and the outputs must be presented in one document to the Multi Stakeholders Reference Group (MSRG) for comments and to the public workshop before being finalized. Following the public workshop, the appointed service provider will finalize the intervention descriptions for inclusion as chapters in the plan.

Table 9: Output 4.B: Strategy Analysis-success indicators

<table>
<thead>
<tr>
<th>Description</th>
<th>Verifiable Indicator</th>
<th>Means of verification</th>
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<tbody>
<tr>
<td>Output 4.B: Strategy Analysis-success indicator</td>
<td>Interventions are clearly described that, once implemented, will have a measurable positive impact on ambient air quality in the area.</td>
<td>Interventions that ensure a high probability for success are submitted as part of the draft AQMP</td>
</tr>
</tbody>
</table>

2.2.5. Output in respect of Objective 5: Draft Priority Area Air Quality Management Plan and Threat Assessment

The appointed service provider will carry out all the work required to compile a Draft Waterberg Bojanala Priority Area Air Quality Management Plan and Threat Assessment. This draft plan should be informed by the approved structure. The draft plan should include, but is not limited to:

(i) Key aspects of the baseline assessment ;
(ii) the strategy analysis;

(iii) the intervention descriptions;

(iv) Coordination, cooperation, participation and implementation arrangements (including organizational structures, monitoring and reporting, etc.);

(v) should identify any regulations necessary for implementing and enforcing plans;

(vi) government’s interventions implementation costing, and

(vii) Implementation plan.

The draft plan must be presented to the MSRG for comments before being finalized and published for public comments in the Gazette.

In order to facilitate Ministerial and top management approval, the appointed service provider must compile an executive summary of the comprehensive Draft Waterberg Bojanala Priority Area Air Quality Management Plan and Threat Assessment, and a Power Point presentation that summarizes the key elements and interventions contained in the draft plan.

<table>
<thead>
<tr>
<th>Description</th>
<th>Verifiable Indicator</th>
<th>Means of verification</th>
</tr>
</thead>
<tbody>
<tr>
<td>Output 5: Draft Priority Area Air Quality Management Plan and Threat -Success Indicators</td>
<td>A draft plan based on current, accurate and relevant information, informed by best practice in the field of air quality management and that provides a clear and practical plan to efficiently and effectively bring air quality in the area into sustainable compliance with national ambient air quality standards within agreed timeframes.</td>
<td>Draft WBPA AQMP published in the Gazette for public comment.</td>
</tr>
</tbody>
</table>

2.2.6. **Output in respect of Objective 6: Final Air Quality Management Plan and Threat Assessment**

The DEA will carry out all the work required to compile a database of all comments received during the public comments process on the Draft Waterberg Bojanala Priority Area Air Quality Management Plan. Working in close cooperation with the Subdirectorare Priority Area Planning the service provider will propose amendments and effect those amendments into the draft plan based on the public comments. The proposed amendments must be presented/ submitted to the MSRG for inputs before being finalized.
The service provider must finalize the plan in accordance with Minister, Director-General and Deputy Director-General: Climate Change and Air Quality Management, and the Chief Director: Air Quality Management’s directions and prepare it for publication in the Gazette. The Final Air Quality Management Plan and Threat Assessment should submitted together with all processed data and any other resources used during the study.

<table>
<thead>
<tr>
<th>Description</th>
<th>Verifiable Indicator</th>
<th>Means of verification</th>
</tr>
</thead>
<tbody>
<tr>
<td>Output 6: Final Air Quality Management Plan and Threat Assessment- Success Indicator</td>
<td>A plan based on current, accurate and relevant information, informed by best practice in the field of air quality management and that provides a clear and practical plan to efficiently and effectively bring air quality in the area into sustainable compliance with national ambient air quality standards within agreed timeframes.</td>
<td>Final WBPA AQMP ready for publication in the Gazette.</td>
</tr>
</tbody>
</table>

2.2.7. **Output in respect of Objective 7: Governance Capacity Development**

The service provider must aim to contribute to the development of the necessary air quality management and planning capacity within government.

2.2.7.1. **Output 7.A: National capacity development**

The department will assign the staff of the Sub-Directorate: Priority Area Planning to work full-time on this project during the AQMP development phase. The appointed service provider is required to engage and involve these departmental personnel (1 Deputy Director and 2 Assistant Directors) in all aspects of the project and provide hands-on training, mentorship and ensure effective skills-transfer. The appointed service provider will, where possible and appropriate, also assist the Sub-directorate: Priority Area Planning in addressing specific elements of organizational capacity.

The appointed service provider will be required to identify capacity building needs and develop a well detailed capacity building strategy with focused budget, outputs, indicators, time frames and quarterly reporting on progress to the DEA Project Manager. These progress reports should include challenges and suggestive remedial measures in undertaking capacity building.
The appointed service provider should be able to demonstrate how the capacity building strategy would be carried out and individual activities that DEA officials would be fully involved in. Tasks allocated to the DEA officials must have measurable indicators.

<table>
<thead>
<tr>
<th>Description</th>
<th>Verifiable Indicator</th>
<th>Means of verification</th>
</tr>
</thead>
<tbody>
<tr>
<td>Output 7. A: Identify capacity development – success indicator</td>
<td>Active involvement of departmental staff in the implementation of the project.</td>
<td>Capacity building Report on the outcomes of skills development initiatives submitted to the department</td>
</tr>
</tbody>
</table>

2.2.7.2. Output 7.B: Provincial and Municipal Capacity Building

Working in close cooperation with Government officials relevant for implementation of the WPA AQMP, the appointed service provider must generate a capacity development plan. This plan will outline how the affected government departments and municipalities will be capacitated in the development and implementation of the Waterberg Bojanala Priority Area Air Quality Management Plan and Threat Assessment, to ensure efficient and effective management of the priority areas.

<table>
<thead>
<tr>
<th>Description</th>
<th>Verifiable Indicator</th>
<th>Means of verification</th>
</tr>
</thead>
<tbody>
<tr>
<td>Output 7. B Capacity Development Plan - Success Indicators</td>
<td>Provincial and municipal capacity building plan</td>
<td>Active involvement of provincial and municipal staff in the implementation of the project. Air Quality Officials able to efficiently and effectively manage priority areas.</td>
</tr>
</tbody>
</table>

2.3. In general, the appointed service provider/s will be required to implement a project that will result in the following:

(i) Project Process Plan,
(ii) Baseline assessment,
(iii) Strategy Analysis,
(iv) Intervention Descriptions,
(v) Threat Assessment,
(vi) Draft Priority Area Air Quality Management Plan,
(vii) Final Priority Area Air Quality Management Plan, and
(viii) Priority Area Management Capacity Building.
(ix) Efficient and effective intergovernmental coordination and cooperation,
(x) Efficient and effective public participation,
(xi)

2.4. Given the above, the scope of work will include, but is not limited to, conducting research, meetings, interviews, workshop facilitation and/or participation (All MSRGs), training courses, management and administrative activities required to generate the required project deliverables as detailed in the terms of reference. The service provider/s shall submit a preliminary budget containing the hours and amount to be spent on each case, before work can commence.

2.5. Bidders should submit their BID price form and the amount quoted should be VAT inclusive.

3. **TIMING OF ASSIGNMENT**

   3.1. All work is to be carried out in accordance within the period of twelve months as agreed with the Project manager.

4. **PERFORMANCE MEASURES**

   4.1. The performance measures for the delivery of the project to develop the Waterberg Bojanala Priority Area Air Quality Management Plan (AQMP) and Threat Assessment will be closely monitored by DEA.

   4.2. The appointed service provider will be required to sign the Service Level Agreement (SLA) with the DEA before any work commence.

   4.3. The SLA should be concluded and signed as soon as possible after rewarding of BID. The successful bidder will be required to start the project immediately after their final signature of the SLA.

   4.4. The general conditions of the contract as provided by the National Treasury will be applicable.
5. REPORTING
5.1. The Service Provider/s will submit monthly and/or quarterly progress reports to the Project manager, within 4 days after the end of each month and/or quarter for the duration of the project.
5.2. Failure to submit the required reports on time will result in penalties as per paragraph 22 of the National Treasury requirement (GCC document).
5.3. The service provider is expected to present the project progress and findings for approval by the Project Steering Committee (PSC) and by the MSRG. The PSC will meet monthly while the MSRG meetings are held quarterly.

6. MONITORING PROGRESS ON ASSIGNMENTS
6.1. The Project manager shall do the ongoing management of the Service Level Agreement.

7. CONTINUITY AND PROFILE OF SENIOR STAFF ON THE PROJECT
7.1. The Service Provider/s must guarantee the presence of the senior in charge of fieldwork throughout the duration of the contract. Prior to the appointment of a replacement, the Project Manager must approve such appointment. If the senior has to leave the project, a period of at least a month is required in which the senior must work parallel with the next person (senior consultant with similar expertise and equal years of experience) appointed to be able to transfer skills and knowledge.

8. CONDITIONS OF BID
8.1. Bids will be subject to Supply Chain Management Conditions as follows The Preferential Procurement Regulations, 2011 issued in terms of section 5 of the Preferential Procurement Policy Framework Act (Act No 5 of 2000), aligned with the aims of the Broad Based Black Economic Empowerment Act and its Codes of Good Practice. In accordance with this Act, submissions will be adjudicated in two stages: firstly, on functionality which must be done in terms of the evaluation criteria indicated in section 14, and the minimum threshold referred to in paragraph 9.3 below. A bid must be
disqualified if it fails to meet the minimum threshold for functionality as per the bid invitation and secondly, only the qualifying bids will be evaluated in terms of the 90/10 preference points systems, where the 90 points will be used for price only and the 10 points will be awarded in terms of the of the B-BBEE Contributor level as per the B-BBEE Verification Certificate submitted by the service provider.

8.2. The proposal should include, amongst other, the following:

8.2.1. A proposed plan of action;
8.2.2. A list of references;
8.2.3. Ability to ensure continuing of staff on the project.
8.2.4. The original Tax Clearance Certificate must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid.
8.2.5. 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. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid.
8.2.6. Certified copies of the Tax Clearance Certificate will not be acceptable.
8.2.7. All costing of items/outputs must be VAT inclusive.

9. SPECIAL CONDITIONS

9.1. The Curriculum Vitae of the staff who will be available for the duration of the work must be attached; NOTE: Failure to submit the CV’s will invalidate your bid proposal.

9.2. The bid proposals should be submitted with all required information containing technical information as well as price information (NB: DEA Entity Maintenance form included in the bid documents must be completed and returned with the bid proposals).

9.3. The bid must be clearly marked with the title of the proposal and the reference number.

9.4. The bid documents must be placed in the bid box that is located at The Department of Environmental Affair Offices, 2nd floor North Tower, Cnr Lillian Ngoyi and Pretorius Streets, Pretoria.
9.5. Only bidders who score at least 75% for the technical information will be preferred for the final evaluation.

9.6. Suppliers/Service Providers are requested to submit the original and valid B-BBEE Status Level Verification Certificate or certified copies thereof issued by verification agencies accredited by SANAS or registered auditors approved by IRBA together with their bids, to substantiate their B-BBEE rating claims, failing which the B-BBEE preference points claimed will be forfeited.

9.7. 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 10 for B-BBEE.

9.8. A trust, consortium or joint venture will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.

9.9. A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.

9.10. Public entities and tertiary institutions must also submit B-BBEE Status Level Verification Certificates together with their bids.

9.10.1. 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 subcontracting 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.

9.10.2. A contractor is not allowed to sub-contract more than 25% of the contract value to another enterprise that does not have equal of higher B-BBEE status level, unless the intended sub-contractor is an EME (Exempted Micro Enterprise) that has the capability and ability to execute the sub-contract.
9.10.3. All Bidders are required to attend a compulsory briefing session which will be held as follows

9.10.4. Venue: Department of Environmental Affairs
        Fedsure forum building
        315 Pretorius street (Cnr Lillian Ngoyi & Pretorius street)
        NB: Please report at reception 2nd Floor NT
        Date: 25 November 2013

10. ADDITIONAL INFORMATION ON BID PROPOSAL

10.1. The supplier / service provider should provide details of staff training, highlighting training and development policies and procedures, with specific reference to affirmative action policies and initiatives.

10.2. A breakdown of the hourly tariff inclusive of value-added tax for services rendered. Expenditure incurred without the prior approval of the Project Manager will not be reimbursed.

10.3. In so far as possible, a comprehensive budget, showing the charge out rates of all the staff to be involved in this assignment and also including all other costs factors such as travelling. How a joint venture (if the bidders are a joint venture between a BEE firm and a non BEE firm) will split the work between the firms. The detail must be such that DEA can audit the actual work allocation during the delivery to enforce the transfer of skills between the two firms. (The percentage involvement of each company in the joint venture should also be indicated). Please note that all members of the joint venture should sign the contract and are jointly and severally liable for the entire assignment.

10.4. DEA will not be held responsible for any costs incurred by the bidder in the preparation, presentation and submission of the bids.

10.5. Please take note that DEA is not bound to select any of the firms submitting proposals. DEA reserves the right not to award any of the bids and not to award the contract to the lowest bidding price as well as to renegotiate the bid of the preferred applicant.

10.6. Travelling costs and time spent or incurred between home and office of consultants and DEA office will not be for the account of DEA.
11. FURTHER INFORMATION

11.1. Should you require any further information in this regard, please do not hesitate to contact the Project Director:

Ms. Elizabeth Masekoameng
Director: Atmospheric Policy, Regulation and Planning,
Private Bag X447, Pretoria, 0001
Office Telephone No: (012) 310 3598,
Fax: 012 320 0488
E-mail: EMasekoameng@environment.gov.za

OR alternatively the Project Manager:

Ms. Ricca Marowe
Deputy Director: Priority Area Planning
Office Telephone No: (012) 310 3955,
E-mail: RMarowe@environment.gov.za

12. INFORMATION REQUIRED

12.1. The evaluation of Bids can only be done on the basis of information required by the department. The comprehensiveness of the bid can therefore be decisive in the awarding thereof.

12.2. The proposal must be submitted in an envelope(s) with one original and one copy.

13. PAYMENT TERMS

13.1. DEA undertakes to payout in full within 30 (thirty) days all valid claims for work done to its satisfaction upon presentation of a substantiated claim and the required reports stipulated in paragraph 5. No payment will be made where there is outstanding information/work not submitted by the Service Provider/s until that outstanding information is submitted.

14. EVALUATION CRITERIA
14.1. All bid proposals submitted will be evaluated in accordance with the 90/10 principle and the evaluation criteria should be as follows:

Values: 0 = non-compliant; 1 = Poor; 2 = Fair; 3 = Average; 4 = Good; and 5 = Excellent

Total points scored by bidder for functionality = Weighted value score

Percentage allocated for functionality (100%)

\[
\text{Percentage allocated for functionality (100%)} = \frac{\text{Total points scored by bidder for functionality}}{\text{Maximum Potential Score (500)}} \times 100
\]

Table 15: Evaluation criteria

<table>
<thead>
<tr>
<th>No.</th>
<th>Category</th>
<th>Total Weight</th>
<th>Score</th>
<th>Total (Weight x Value awarded)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Criteria</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>A.</td>
<td>FUNCTIONALITY (INFORMATION )</td>
<td>100</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>1. Bidder understands of the brief and the methodology to be employed.</td>
<td>15</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>2. Capability (number of project team members and their technical expertise) to handle the project/submit names and the CV).</td>
<td>30</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>3. A proposed plan of action to achieve the objectives should be submitted for evaluation.</td>
<td>40</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>4. The company experience in the fields of (be specific) includes both the public sector and the private sector.</td>
<td>15</td>
<td></td>
<td></td>
</tr>
<tr>
<td>B</td>
<td>PRICE</td>
<td>90/10</td>
<td></td>
<td></td>
</tr>
<tr>
<td>C</td>
<td>B-BBEE Status Level Contributor</td>
<td>Number of points</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
NB: 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 10 points for B-BBEE.

14.2. IN EVALUATING THE TECHNICAL INFORMATION CONTAINED IN THE BID, THE EVALUATION COMMITTEE WILL BE GUIDED BY THE FOLLOWING:

- Bidder’s understanding of the brief – The bid provides a clear indication that the bidder fully understands the purpose and scope of the work and the bidders’ own roles and functions in this regard.
- Capability and experience – The bid provides a clear indication that the bidder’s team comprises people with the necessary experience, skills, qualifications, knowledge and skills required to ensure the efficient and effective generation of the required deliverables to the highest standards of quality.
- Track Record – The bid provides clear information on previous, relevant projects that confirm that the bidder has the required experience and success track record in the area of general project management and management related projects.
- Quality of the Bid – The bid is structured, laid-out, formatted and organized in such a way that the evaluation committee is easily able to access the bid in accordance with the evaluation criteria and
are provided with an insight into the quality of deliverables that may be expected from the bidder if successful.

14.3. **VALIDITY OF BID**

14.3.1. *Bid is valid for 90 days; bid validity may be extended in the event that the bid is not finalized within the validity period.*
GOVERNMENT PROCUREMENT:
GENERAL CONDITIONS OF CONTRACT

July 2010
GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT

July 2010

NOTES

The purpose of this document is to:

(i) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and

(ii) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.

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

- The General Conditions of Contract will form part of all bid documents and may not be amended.

- Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.
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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
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 contract 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 (NIP) Programme
33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.

34. Prohibition of Restrictive practices
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.
SUPPLIER REGISTRATION FORM 2013/2014

INVITATION FOR PROSPECTIVE SERVICE PROVIDERS TO REGISTER ON THE DEPARTMENTAL DATABASE OF SUPPLIERS FOR GOODS AND SERVICES FOR THE COMMODITIES THAT ARE LISTED ON PAGE 6 OF THE APPLICATION FORM. ANY APPLICATION FOR A COMMODITY NOT LISTED AS INDICATED WILL NOT BE ACCEPTABLE. THE AIM OF THIS DATABASE IS TO INCLUDE AS MANY AS POSSIBLE SMALL BUSINESSES AND HISTORICALLY DISADVANTAGED INDIVIDUALS IN THE PUBLIC SECTOR PROCUREMENT PROCESS.

NB: Applications without the required documentation will not be accepted for registration

IMPORTANT NOTES

• Business Opportunities – Please note that Registration on the Department of Environmental Affairs Supplier Database does not guarantee business opportunities. All procurement will be subject to the procurement and tender policy of the Department and applicable legislation.

• Mandatory fields – Certain fields and documentation are mandatory to certain business types. Please ensure that all fields which are mandatory to your business type have been completed failure to which the application won't be processed. If a field is not applicable to your business type clearly mark it as N/A. (Not Applicable)

• Required documentation – Please refer to the Document Requirement Checklist to determine the mandatory supporting documentation required by your business type. Please ensure that all copies of Mandatory documents (certified copies, where applicable) are attached, Failure to which the application won't be processed.

• Completion of Questions – Please answer all questions, as incomplete forms will not be processed. Clearly Mark with an X, to state Yes, No or N/A to the questions asked.

• Certified Documents – Please ensure that a Commissioner of Oaths has certified your Company Registration Document, Tax Clearance Certificate and other required documents.

• Processing of Registration Forms – Your completed Registration Form will be processed, and, once verified, will be captured as an approved supplier on the department’s database. Suppliers will be notified in writing whether the application was approved or not.

• Amendments – Please notify the department immediately of any changes to the verified information submitted.

• Completion of forms -- Forms that are not legible or incomplete will not be processed on the database.

• Verification – verification of the information supplied will be performed against third party sources such as SARS, DTI, CIDB, etc. The Department of Environmental Affairs reserves the right to request additional information or documentation regarding this Registration form and request to conduct vetting and an audit when necessary.

• Queries – Should you have any queries or if you require assistance in completing the registration form, please contact the department’s Supply Chain Management (SCM) on the contacts appended below.

• Payment(s) -- Payment(s) will be made within 30 days from receipt of an original invoice received at Supply Chain Management practitioners. Furthermore, the Department will not be liable for any late payments as a result of change of banking details by the supplier without formal prior notification to the Department.

• Registration Outcome – Suppliers are advised to contact the Department of Environmental Affairs regarding the outcome of the registration thirty (30) days after submitting the registration form.

• Vetting – Suppliers will be subject to the verification and vetting with SARS, CIPRO, SANAS (IRBA) and National Treasury
1. **DETAILS OF APPLICANT**

1.1 **NAME OF COMPANY**

[Cell for the name of the company]

1.2 **INCOME TAX REGISTRATION NUMBER**

Telephone: _____________________  
Cellphone: _____________________  
Fax nr.: _____________________  
e-mail address: _____________________

1.3 **VAT REGISTRATION NUMBER**

[Cell for the VAT registration number]

1.4 **COMPANY REGISTRATION NUMBER** (copy of registration to be attached)

[Cell for the company registration number]

Please √ the relevant box

<table>
<thead>
<tr>
<th>Number</th>
<th>Description</th>
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<tbody>
<tr>
<td>1</td>
<td>Public Company (Ltd)</td>
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<td>2</td>
<td>Private Company (Pty) Ltd</td>
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<td>3</td>
<td>Close Corporation (CC)</td>
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<td>4</td>
<td>Joint Venture</td>
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<td>Consortium</td>
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<td>6</td>
<td>Sole Proprietor</td>
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<td>Foreign Company</td>
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<td>8</td>
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<td>Trust</td>
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<td>10</td>
<td>Section 21 Company</td>
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<td>11</td>
<td>Government/Parastatal</td>
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<td>12</td>
<td>Other (Specify)</td>
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1.5 **POSTAL ADDRESS (compulsory)**

[Space for postal address]

[Space for code]

**STREET ADDRESS (compulsory)**

[Space for street address]

[Space for code]

1.6 **ANNUAL TURNOVER per annum**

R _____________________
INSTRUCTIONS AND DEFINITIONS

2. GENERAL DEFINITIONS

2.1 “Acceptable bid” means any bid which, in all respects, complies with the specifications and conditions of bid as set out in the bid document.

2.2 “Bid” means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods, works or services.

2.3 “Comparative price” means the price after the factors of a non-firm price and all unconditional discounts that can be utilised have been taken into consideration.

2.4 “Consortium or joint venture” means an association of persons for the purpose of combining their expertise, property, capital, efforts, skills and knowledge in an activity for the execution of a contract.

2.5 “Contract” means the agreement that results from the acceptance of a bid by an organ of state.

2.6 “Specific contract participation goals” means the goals as stipulated in the Preferential Procurement Regulations 2001. In addition to above-mentioned goals, the Regulations [12.(1)] also make provision for organs of state to give particular consideration to procuring locally manufactured products.

2.7 “Control” means the possession and exercise of legal authority and power to manage the assets, goodwill and daily operations of a business and the active and continuous exercise of appropriate managerial authority and power in determining the policies and directing the operations of the business.

2.8 “Disability” means, in respect of a person, a permanent impairment of a physical, intellectual, or sensory function, which results in restricted, or lack of, ability to perform an activity in the manner, or within the range, considered normal for a human being.

2.9 “Equity Ownership” means the percentage ownership and control, exercised by individuals within an enterprise.

2.10 “Historically Disadvantaged Individual (HDI)” means a South African citizen

(1) who, due to the apartheid policy that had been in place, had no franchise in national elections prior to the introduction of the Constitution of the Republic of South Africa, 1983 (Act No 110 of 1983) or the Constitution of the Republic of South Africa, 1993, (Act No 200 of 1993) (“the interim Constitution); and/or

(2) who is a female; and/or

(3) who has a disability:

provided that a person who obtained South African citizenship on or after the coming to effect of the Interim Constitution, is deemed not to be a HDI;
2.11 “Management” means an activity inclusive of control and performed on a daily basis, by any person who is a principal executive officer of the company, by whatever name that person may be designated, and whether or not that person is a director.

2.12 “Owned” means having all the customary elements of ownership, including the right of decision-making and sharing all the risks and profits commensurate with the degree of ownership interests as demonstrated by an examination of the substance, rather than the form of ownership arrangements.

2.13 “Person” includes reference to a juristic person.

2.14 “Rand value” means the total estimated value of a contract in Rand denomination that is calculated at the time of bid invitations and includes all applicable taxes and excise duties.

2.15 “Small, Medium and Micro Enterprises (SMMEs) bears the same meaning assigned to this expression in the National Small Business Act, 1996 (No 102 of 1996).

2.16 “Sub-contracting” means the primary contractor's assigning or leasing or making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract.

2.17 “Trust” means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person.

2.18 “Trustee” means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

2.19 “Trade Name” The trade names that the company owns or distributes, which you wish to be registered for as a supplier to the Department. Applicants should indicate this on page 5 of the application.

3. SHAREHELDING STATUS AND GROUPING DETAILS

3.1 List all Shareholders by Name, Position, Identity Number, Citizenship, HDI status and Ownership, as relevant.

<table>
<thead>
<tr>
<th>Name</th>
<th>Position occupied in Enterprise</th>
<th>ID Number</th>
<th>Date RSA Citizenship obtained</th>
<th>*HDI Status</th>
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3.2 Contact Details

Main Contact person in your organization:

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<tr>
<th>Name:</th>
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<tbody>
<tr>
<td>Company Position:</td>
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<tr>
<td>Cellphone number:</td>
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<td>Fax number:</td>
<td></td>
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<tr>
<td>Email address:</td>
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</table>

Contact person responsible for sales in your organization:

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<th>Name:</th>
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<tr>
<td>Company Position:</td>
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<td>Cellphone number:</td>
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<tr>
<td>Fax number:</td>
<td></td>
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<tr>
<td>Email address:</td>
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Points awarded for B-BBEE Status Level of Contribution

In terms of Regulation 5 (2) and 6 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

<table>
<thead>
<tr>
<th>B-BBEE Status Level Contributor</th>
<th>Number of points (80/20) system</th>
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<tbody>
<tr>
<td>1</td>
<td>20</td>
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<td>8</td>
<td>2</td>
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<tr>
<td>Non-compliant contributor</td>
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</table>

Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor. Registered auditors do not need to meet the prerequisite for IRBA’s approval for the purpose of conducting verification and issuing EMEs with B-BBEE Status Level Certificates.

Bidders other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.

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.

A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.

Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended subcontractor is an EME that has the capability and ability to execute the sub-contract.

A person awarded a contract may not sub-contract 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 than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

It should be noted that **Department of Environmental Affairs** reserves the right to accept or reject any application **without being obliged to give any reasons**.

A maximum of **FOUR** commodities must be reflected on the application form. Reflecting more than **four** commodities will nullify the application.

### 4. BUSINESS ACTIVITIES

#### 4.1 LIST OF COMMODITY: PLEASE TICK WITH AN “X” ON THE RELEVANT OR APPROPRIATE COMMODITY

- [ ] ACCOMMODATION (HOTELS, LODGES, GUEST HOUSES AND RESORTS)
- [ ] APPLICATION DEVELOPERS
- [ ] AUDIO RECORDING EQUIPMENT
- [ ] BATTERY SUPPLIERS (LAPTOPS etc)
- [ ] BLASTING AND COATING
- [ ] BOAT MAINTENANCE
- [ ] BUILDING MAINTENANCE (ELECTRICAL, PLUMBING)
- [ ] CHEMICAL ANALYSES AND RELATED SERVICES (SANAS ACCREDITED LABORATORIES)
- [ ] CLEANING MATERIAL
- [ ] CLEANING SERVICES (STEAM CLEANING OF CURTAINS)
- [ ] CLEARING OF ALIEN PLANTS
- [ ] EXECUTIVE COACHING (ATTACH PROFILES OF COACHES)
- [ ] COMMUNICATION SPECIALIST (WRITING AND PRODUCING INFORMATION)
- [ ] COMPUTER APPLICATIONS TRAINING (MICROSOFT OFFICE, etc.)
- [ ] COMPUTER CONSUMABLES
- [ ] CROWD SOURCING
- [ ] DANGEROUS ANIMAL AWARENESS
- [ ] DATABASE SPECIALISTS
- [ ] DESIGNERS OF POSTERS AND PROMOTIONAL ITEMS
- [ ] DIGITAL CAMERA
- [ ] ECONOMIC IMPACT ASSESSMENT
- [ ] ELECTRICAL SUPPLIERS (MUST BE REGISTERED WITH ELECTRICAL BOARD)
- [ ] ENTERTAINERS (DANCERS, MUSICIANS, POETS, CRAFTSPERSON, ETC)
- [ ] ENVIRONMENTAL SPECIALISTS, RESEARCHERS AND RELATED SERVICES
- [ ] EXHIBITION STANDS
- [ ] FIRST AID TRAINING
- [ ] FINANCIAL AUDITING AND FORENSIC AUDITING
- [ ] FORKLIFT RENTAL AND MATERIAL HANDLING
- [ ] FURNITURE REMOVALS AND TRANSPORT
- [ ] GEOSPATIAL DATA INFORMATION
- [ ] HARBOUR REPAIR WORK
- [ ] HARDWARE EQUIPMENT (CHAINSAW, TOOLS, etc.)
- [ ] HEALTH AND SAFETY AUDITS
NB: Should you be registered for any specialized services, kindly attach the necessary certificate from the relevant accreditation institutions.
5. **PROVINCES WHERE GOODS / SERVICE CAN BE PROVIDED:** (Mark with X) (Mandatory)

- Western Cape
- Gauteng
- Eastern Cape
- North West
- Free State
- Limpopo
- Northern Cape
- Mpumalanga
- Kwa-Zulu Natal

6. **INDICATE WHETHER THE FOLLOWING MANDATORY DOCUMENTS ARE ATTACHED/SUBMITTED:** (Mandatory)

<table>
<thead>
<tr>
<th>General:</th>
<th>(Y/N)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Original Valid Tax Clearance Certificate</td>
</tr>
<tr>
<td>2</td>
<td>Company Registration certificate (CIPC)</td>
</tr>
<tr>
<td>3</td>
<td>BAS Entity Form, Stamped by the bank (Attach bank letter and/or bank statement)</td>
</tr>
<tr>
<td>4</td>
<td>Original Valid BEE Rating Certificate (Not compulsory)</td>
</tr>
<tr>
<td>5</td>
<td>Company Owners and Share certificates, certified ID’s and agreements</td>
</tr>
<tr>
<td>6</td>
<td>Completed list of Commodities</td>
</tr>
</tbody>
</table>

Documentary proof or all of the above are required to ensure successful registration on the Supplier Database. Please indicate which of the following documents are attached. In the event of a document not being required please tick the N/A box.

**NB:** Suppliers who does not attach the above compulsory documents will be automatically rejected.

**Declaration:**

By completing this application form, the Firm declares that:

- It agrees to conform to the requirements of the Supplier Register as set out in this document.
- The Firm agrees to abide by the Procurement Policy.
- All the information supplied in this application is true and correct.
- The firm will, without protest, submit itself to procedures instituted by the department of Environmental Affairs.
- The Firm will, if requested to do so, supply further information and documentary evidence for scrutiny.
- The Firm will update their registration particulars whenever a significant change in their details occur and, in any event, at intervals of two years.

Duly authorized to sign on behalf of: ______________________________________________________________

<table>
<thead>
<tr>
<th>Signature</th>
<th>Name</th>
<th>Capacity</th>
<th>Date</th>
</tr>
</thead>
</table>
9. **ENQUIRIES**

For any enquiries regarding registration process (Gauteng, North West, Mpumalanga, Free State and Limpopo provinces), please contact our office as follows:

**Postal Address:**
Department of Environmental Affairs,
Private Bag X447
Pretoria
0001

**Physical Address:**
Corner Van Der Walt and Pretorius Street,
Fedsure Forum Building, First Floor, Information Centre
Pretoria
0002

Mr. T Matheane
(012) 395-1708
tmatheane@environment.gov.za

Mr. S Ngomane
Tel (012) 310 3185
sngomane@environment.gov.za

For any enquiries regarding registration process (Western Cape, Northern Cape, Eastern Cape and Kwa-Zulu Natal) provinces, please contact our office as follows:

**Postal Address:**
Department of Environmental Affairs,
East Pier Building
V & A Waterfront
Private Bag X52126
Cape Town
8002

**Physical Address:**
Department of Environmental Affairs,
East Pier Building
East Pier
V & A Waterfront,
Cape Town
8002

Ms. A Charlie
(021) 405 9406
acharlie@environment.gov.za

Ms. S Hercules
Tel (021) 819 2517
shercules@environment.gov.za
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.

<table>
<thead>
<tr>
<th>Company / Personal Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>Registered Name</td>
</tr>
<tr>
<td>Trading Name</td>
</tr>
<tr>
<td>Tax Number</td>
</tr>
<tr>
<td>VAT Number</td>
</tr>
<tr>
<td>Title:</td>
</tr>
<tr>
<td>Initials:</td>
</tr>
<tr>
<td>Full Names</td>
</tr>
<tr>
<td>Surname</td>
</tr>
<tr>
<td>Persal Number</td>
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</table>

<table>
<thead>
<tr>
<th>Address Detail</th>
</tr>
</thead>
<tbody>
<tr>
<td>Physical Address</td>
</tr>
<tr>
<td>Postal Address</td>
</tr>
<tr>
<td>Postal Code</td>
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</table>

<table>
<thead>
<tr>
<th>New Detail</th>
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</thead>
<tbody>
<tr>
<td>New Supplier information</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Supplier Type:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Individual</td>
</tr>
<tr>
<td>Company</td>
</tr>
<tr>
<td>CC</td>
</tr>
<tr>
<td>Department</td>
</tr>
<tr>
<td>Trust</td>
</tr>
<tr>
<td>Partnership</td>
</tr>
<tr>
<td>Other (Specify)</td>
</tr>
</tbody>
</table>

Department Number
Supplier Account Details (To be Verified by the bank)

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

<table>
<thead>
<tr>
<th>Account Name</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Account Number</td>
<td></td>
</tr>
<tr>
<td>Branch Name</td>
<td></td>
</tr>
<tr>
<td>Branch Number</td>
<td></td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Account Type</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Cheque Account</td>
<td></td>
</tr>
<tr>
<td>Savings Account</td>
<td></td>
</tr>
<tr>
<td>Transmission Account</td>
<td></td>
</tr>
<tr>
<td>Bond Account</td>
<td></td>
</tr>
<tr>
<td>Other (Please Specify)</td>
<td></td>
</tr>
</tbody>
</table>

| ID Number |  |
| Passport Number |  |

| Company Registration Number |  |
| *CC Registration |  |

*Please include CC/CK where applicable

Supplier Contact Details

<table>
<thead>
<tr>
<th>Business Area Code</th>
<th>Telephone Number</th>
<th>Extension</th>
</tr>
</thead>
<tbody>
<tr>
<td>Home Area Code</td>
<td>Telephone Number</td>
<td>Extension</td>
</tr>
<tr>
<td>Fax Area Code</td>
<td>Telephone Number</td>
<td>Extension</td>
</tr>
<tr>
<td>Cell Area Code</td>
<td>Fax Number</td>
<td></td>
</tr>
<tr>
<td>Cell Code</td>
<td>Cell Number</td>
<td></td>
</tr>
</tbody>
</table>

Email Address

Contact Person:

Supplier Signature

Print Name

Date (dd/mm/yyyy)

NB: All relevant fields must be completed