INVITATION TO BID
BID REFERENCE NUMBER: E1402

TO ASSIST THE DEPARTMENTS OF ENVIRONMENTAL AFFAIRS (DEA) AND THE DEPARTMENT OF AGRICULTURE, FORESTRY AND FISHERIES (DAFF) WITH THE DEVELOPMENT OF THREE PROGRAMME SPECIFIC EMPrs

Contact person:
Name: Ms D Fischer / Mr S Moganetsi
Office: (012) 399 8843/9260
E-MAIL: Dfischer@environment.gov.za / Smoganetsi@environment.gov.za

NATIONAL TREASURY CENTRAL SUPPLIER DATABASE (CSD) REGISTRATION INFORMATION

<table>
<thead>
<tr>
<th>Company name</th>
<th>Supplier registration number</th>
<th>Unique reference number</th>
<th>Main contractor</th>
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|              |                             |                         | Sub-contracted/ joint venture comp 1 |
|              |                             |                         |                |

|              |                             |                         | Sub-contracted/ joint venture comp 2 |
|              |                             |                         |                |

CLOSING DATE OF THE BID: 18 AUGUST 2017 AT 11H00
**PART A**
**INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)

**BID NUMBER:** E1402  **CLOSING DATE:** 18-08-2017  **CLOSING TIME:** 11:00

**DESCRIPTION**
TO ASSIST THE DEPARTMENTS OF ENVIRONMENTAL AFFAIRS (DEA) AND THE DEPARTMENT OF AGRICULTURE, FORESTRY AND FISHERIES (DAFF) WITH THE DEVELOPMENT OF THREE PROGRAMME SPECIFIC EMEps

**THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**

BID RESPONSE DOCUMENTS SHOULD BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)

Department of Environmental Affairs; The Environment House,
473 Steve Biko Road; Cnr Soutpansberg and Steve Biko Road,
Arcadia Pretoria /Tshwane

**SUPPLIER INFORMATION**

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<tr>
<th>NAME OF BIDDER</th>
<th>POSTAL ADDRESS</th>
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<th>STREET ADDRESS</th>
<th>TELEPHONE NUMBER</th>
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<th>CELLPHONE NUMBER</th>
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<th>E-MAIL ADDRESS</th>
<th>VAT REGISTRATION NUMBER</th>
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**TCS PIN:**  **OR**  **CSD No:**

**B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMEs & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR BBEE**

<table>
<thead>
<tr>
<th>ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS/SERVICES/WORKS OFFERED?</th>
<th>ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS/SERVICES/WORKS OFFERED?</th>
</tr>
</thead>
<tbody>
<tr>
<td>Yes</td>
<td>Yes</td>
</tr>
<tr>
<td>No</td>
<td>No</td>
</tr>
</tbody>
</table>

**SIGNATURE OF BIDDER**

………………………………

**CAPACITY UNDER WHICH THIS BID IS SIGNED** (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)

………………………………

**TOTAL NUMBER OF ITEMS OFFERED**

**BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:**

<table>
<thead>
<tr>
<th>DEPARTMENT/PUBLIC ENTITY</th>
<th>National Department of Environmental Affairs</th>
<th>CONTACT PERSON</th>
<th>Ms D Fischer/ Mr S Moganetsi</th>
</tr>
</thead>
<tbody>
<tr>
<td>CONTACT PERSON</td>
<td>Mr Renold Mokoena or Mr Samuel Mofokeng</td>
<td>TELEPHONE NUMBER</td>
<td>(012) 399 8843/9260</td>
</tr>
<tr>
<td>TELEPHONE NUMBER</td>
<td>0123999055/9057</td>
<td>FACSIMILE NUMBER</td>
<td></td>
</tr>
<tr>
<td>FACSIMILE NUMBER</td>
<td></td>
<td>E-MAIL ADDRESS</td>
<td><a href="mailto:Dfischer@environment.gov.za">Dfischer@environment.gov.za</a></td>
</tr>
<tr>
<td>E-MAIL ADDRESS</td>
<td></td>
<td></td>
<td><a href="mailto:Smoganetsi@environment.gov.za">Smoganetsi@environment.gov.za</a></td>
</tr>
</tbody>
</table>
PART B

TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.

1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED—(NOT TO BE RE-TYPED) OR ONLINE.

1.3. BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMLY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES). B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.

1.4. WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMLY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MAY NOT BE SUBMITTED WITH THE BID DOCUMENTATION. B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.

1.5. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER LEGISLATION OR SPECIAL CONDITIONS OF CONTRACT.

2. TAX COMPLIANCE REQUIREMENTS

2.1. BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.

2.2. BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER’S PROFILE AND TAX STATUS.

2.3. APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.

2.4. BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.

2.5. IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER.

2.6. WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? □ YES □ NO

3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA? □ YES □ NO

3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA? □ YES □ NO

3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA? □ YES □ NO

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

NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.
OFFER TO BE VALID FOR ……90……DAYS FROM THE CLOSING DATE OF BID.

DESCRIPTION: TO ASSIST THE DEPARTMENTS OF ENVIRONMENTAL AFFAIRS (DEA) AND THE DEPARTMENT OF AGRICULTURE, FORESTRY AND FISHERIES (DAFF) WITH THE DEVELOPMENT OF THREE PROGRAMME SPECIFIC EMPRs

1. The accompanying information must be used for the formulation of proposals.

2. Bidders are required to indicate a ceiling price based on the total estimated time for completion of all phases and including all expenses inclusive of all applicable taxes for the project.

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

4. PERSON AND POSITION 

<table>
<thead>
<tr>
<th>PERSON AND POSITION</th>
<th>HOURLY RATE</th>
<th>DAILY RATE</th>
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5. PHASES ACCORDING TO WHICH THE PROJECT WILL BE COMPLETED, COST PER PHASE AND MAN-DAYS TO BE SPENT

<table>
<thead>
<tr>
<th>PHASE</th>
<th>COST PER PHASE</th>
<th>MAN-DAYS TO BE SPENT</th>
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<tbody>
<tr>
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</table>

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

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

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

7. Estimated man-days for completion of project

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

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

Any enquiries regarding bidding procedures may be directed to the –

Department of Environmental Affairs

Contact Person: Mr Samuel Mofokeng / Mr Renold Mokoena
Tel: (012) 399 9057 or (012) 399 9055
E-mail: SMofokeng@environment.gov.za or RMokoena@environment.gov.za

Or for technical information –

Technical Contact Persons:
Name: Ms D Fischer / Mr S Moganetsi
Office: (012) 399 8843/9260
E-MAIL: Dfischer@environment.gov.za / Smoganetsi@environment.gov.za
ANNEXURE B

SBD 4

DECLARATION OF INTEREST

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

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

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

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

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

2.2 Identity Number: ....................................................................................................................

2.3 Position occupied in the Company (director, trustee, shareholder\(^2\), member): ..........................................................

2.4 Registration number of company, enterprise, close corporation, partnership agreement or trust: ..........................................................

2.5 Tax Reference Number: ..........................................................

2.6 VAT Registration Number: ..........................................................

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

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

\(^2\)“Shareholder” means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.
2.7 Are you or any person connected with the bidder presently employed by the state?  

YES / NO

2.7.1 If so, furnish the following particulars:

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

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

2.7.2 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector?  

YES / NO

2.7.2.1 If yes, did you attach proof of such authority to the bid document?  

YES / NO

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

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

2.8 Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months?  

YES / NO

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

2.9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid?  

YES / NO

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

2.10.1 If so, furnish particulars.

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

2.11.1 If so, furnish particulars:

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

<table>
<thead>
<tr>
<th>Full Name</th>
<th>Identity Number</th>
<th>Personal Income 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 SHOULD THIS DECLARATION PROVE TO BE FALSE.

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

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

November 2011
PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

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


1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:
   - the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
   - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2
   a) The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable;

1.3 Points for this bid shall be awarded for:
   (a) Price; and
   (b) B-BBEE Status Level of Contributor.

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

<table>
<thead>
<tr>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>PRICE</td>
</tr>
<tr>
<td>B-BBEE STATUS LEVEL OF CONTRIBUTOR</td>
</tr>
<tr>
<td>Total points for Price and B-BBEE must not exceed</td>
</tr>
</tbody>
</table>

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

1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.
2. DEFINITIONS
(a) “B-BBEE” means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;

(b) “B-BBEE status level of contributor” means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

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

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

(e) “EME” means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;

(f) “functionality” means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.

(g) “prices” includes all applicable taxes less all unconditional discounts;

(h) “proof of B-BBEE status level of contributor” means:
   1) B-BBEE Status level certificate issued by an authorized body or person;
   2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
   3) Any other requirement prescribed in terms of the B-BBEE Act;

(i) “QSE” means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;

(j) "rand value" means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. POINTS AWARDED FOR PRICE
3.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS
A maximum of 80 or 90 points is allocated for price on the following basis:

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

Where

\[Ps\] = Points scored for price of bid under consideration

\[Pt\] = Price of bid under consideration

\[P_{\text{min}}\] = Price of lowest acceptable bid

4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR
4.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:
<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>
<td>18</td>
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<td>3</td>
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<td>14</td>
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<td>4</td>
</tr>
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<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. **BID DECLARATION**

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

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

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

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

7. **SUB-CONTRACTING**

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

*(Tick applicable box)*

YES [ ] NO [ ]

7.1.1 If yes, indicate:

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

ii) The name of the subcontractor........................................

iii) The B-BBEE status level of the subcontractor........................

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

*(Tick applicable box)*

YES [ ] NO [ ]

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

<table>
<thead>
<tr>
<th>Designated Group: An EME or QSE which is at least 51% owned by:</th>
<th>EME</th>
<th>QSE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Black people</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Black people who are youth</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Black people who are women</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Black people with disabilities</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
8. DECLARATION WITH REGARD TO COMPANY/FIRM

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

8.2 VAT registration number:………………………………………………………………………………

8.3 Company registration number:……………………………………………………………………

8.4 TYPE OF COMPANY/ FIRM

☐ Partnership/Joint Venture / Consortium
☐ One person business/sole propriety
☐ Close corporation
☐ Company
☐ (Pty) Limited [TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

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

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

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

8.6 COMPANY CLASSIFICATION

☐ Manufacturer
☐ Supplier
☐ Professional service provider
☐ Other service providers, e.g. transporter, etc. [TICK APPLICABLE BOX]

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

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

i) The information furnished is true and correct;

ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

iii) In the event of a contract being awarded as a result of points claimed as shown in
paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;

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

(a) disqualify the person from the bidding process;
(b) recover costs, losses or damages it has incurred or suffered as a result of that person’s conduct;
(c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
(d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and
(e) forward the matter for criminal prosecution.
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>Yes</td>
<td>No</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>Yes</td>
<td>No</td>
</tr>
<tr>
<td>4.2.1</td>
<td>If so, furnish particulars:</td>
<td></td>
<td></td>
</tr>
<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>Yes</td>
<td>No</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>Yes</td>
<td>No</td>
</tr>
</tbody>
</table>
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
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 consortium\(^3\) 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
TERMS OF REFERENCE

FOR A CONSULTANCY TO ASSIST THE DEPARTMENTS OF ENVIRONMENTAL AFFAIRS (DEA) AND THE DEPARTMENT OF AGRICULTURE, FORESTRY AND FISHERIES (DAFF) WITH THE DEVELOPMENT OF THREE PROGRAMME SPECIFIC EMPRs

CHIEF DIRECTORATE: INTEGRATED ENVIRONMENTAL MANAGEMENT SUPPORT
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CONSULTANCY INFORMATION SUMMARY

<table>
<thead>
<tr>
<th>PROJECT / JOB TITLE:</th>
<th>Consultancy to assist the Department of Environmental Affairs (DEA) in partnership with the Department of Agriculture, Forestry and Fisheries with the development of sector specific Environmental Management Programmes (EMPr) for the &quot;working for water and Eco-Systems, working for wetlands and the DAFF LandCare programmes</th>
</tr>
</thead>
<tbody>
<tr>
<td>KEY QUALIFICATION:</td>
<td>Environmental management, environmental sciences and natural resources management</td>
</tr>
<tr>
<td>KEY EXPERIENCE:</td>
<td>Environmental management, eco-systems management, resource management, project management, public consultation, as well as sustainable land management</td>
</tr>
<tr>
<td>DESIRED START DATE:</td>
<td>October 2017</td>
</tr>
<tr>
<td>LOCATION:</td>
<td>Department of Environmental Affairs, Pretoria</td>
</tr>
<tr>
<td>COMPONENT:</td>
<td>Integrated Environmental Management Support</td>
</tr>
<tr>
<td>REPORTING TO:</td>
<td>Chief Director: Integrated Environmental Management Support</td>
</tr>
<tr>
<td>PERIOD OF CONTRACT:</td>
<td>18 months from the signing of the SLA</td>
</tr>
</tbody>
</table>

1 PURPOSE

This document provides the terms of reference for a consultant team to assist the Department of Environmental Affairs (DEA) in partnership the Department of Agriculture, Forestry and Fisheries (DAFF) to develop an environmental management programme (EMPr) for the working for water and eco-systems, working for wetlands and the DAFF LandCare programmes.

2 INTRODUCTION AND BACKGROUND

In 2012, the National Development Plan Diagnostic Review which formed the basis of the final National Development Plan, which is the blueprint for the country’s development identified an urgent need for faster progress, more impact and better implementation of infrastructure projects. It found that the lack of inter-departmental integration around regulatory requirements and the constrictive nature of the regulatory framework hampered project delivery. The National Development Plan challenged the environmental sector to deliver a coherent and predictable regulatory framework that reduces red tape and the cost of compliance to support the national developmental needs.

In order to respond positively to the calls for reducing the cost of compliance of the environmental legislative framework while not compromising on environmental protection, the Department of Environmental Affairs has embarked on a programme to streamline the authorisation function for activities which may have a substantial impact on the environment. The National Environmental Management Act 107 of 1998 makes provision for the use of instruments to ensure environmental protection in certain cases, instead of command and control measures. Specifically, sections 24(2)(e) makes provision for the Minister to exclude certain listed activities from the requirement to obtain an Environmental Authorisation (EA) based on an environmental management instrument adopted in the prescribed manner. A programme specific EMPr would be such an instrument. In line with the streamlining of the environmental management framework, the Department of Environmental Affairs in partnership with the Department of Agriculture, Forestry and Fisheries, desire to appoint consultants to develop EMPrs for the working for water and ecosystems, working for wetlands and the DAFF LandCare programmes to be gazetted as instruments to allow the
activities associated with these programmes to be excluded from the requirement to obtain environmental authorisation.

In 2004 the Department of Public Works launched its “Expanded Public Works Programme” (EPWP). This programme is aimed at providing poverty and income relief through temporary work, while carrying out socially useful activities. Through this programme which contributes to Governments Policy Priorities in terms of decent work and sustainable livelihoods, education, health, rural development, food security, land reform, and the fight against crime and corruption, 6 million public employment work opportunities are to be created by 2019.

DEA contributes to this Expanded Public Works Programme by managing a series of “Working for” programmes, the first of which was the Working for Water (WfW) programme. The WfW programme was launched in 1995 as a response to chronic unemployment in rural areas combined with the threat posed by alien invasive species to scarce water resources and the biodiversity of riparian habitats, montane grasslands and fynbos in which many of South Africa’s rivers rise. Since the creation of the WfW programme, government has developed complementary programmes that also focus on poverty alleviation, biodiversity conservation and water provision, such as Working on Fire, Working for Land and Working on Wetlands.

These programmes are driven by DEA and they work in partnership with local communities, to whom they provide jobs, and also cross-sectorally with Government departments including the national departments of Water, Agriculture, Forestry and Fisheries, Trade and Industry, provincial departments of agriculture, conservation and environment and research foundations and private companies.

Since its inception the programme has cleared more than 2.5 million hectares of invasive alien plants providing jobs and training to an average of more than 24,000 people per annum from among the most marginalized sectors of society. The Working on Wetlands programme aims to facilitate the conservation, rehabilitation and sustainable use of wetland ecosystems, while at the same time fulfilling functions such as poverty alleviation, job creation, training and empowerment.

The WfW, Working for Eco-Systems and Working for Wetlands programmes are undertaken along river banks, within wetland areas and generally in riparian areas. These areas are regarded as being sensitive and any activities, even rehabilitation activities, trigger the requirement for an Environmental Authorisation. In order to obtain an Environmental Authorisation an applicant must undertake an Environmental Impact Assessment (EIA) to determine the environmental impacts associated with the activity and to make a finding on the ability of the impacts to be successfully mitigated to ensure sustainable development. These assessments are undertaken by environmental specialists and can cost in the region of R60,000 to R100,000 for one “working for” project. In one year, the costs associated with undertaking 20 Basic Assessments and 52 Rehabilitation Plans for the Working for Wetlands projects has been in the order of R1.5 million.

The listed activities associated with the rehabilitation of wetlands and the clearing of alien invasive vegetation along riparian areas, as well as the possible environmental impacts associated with these activities are well documented and fairly standard. The same is true for the mitigation measures, it would therefore be possible to manage any adverse impacts from the Working for Water and Eco-systems and the Working for Wetlands programmes through a generic EMP, since LandCare programmes are implemented through norms and standard of Conservation of Agricultural Resource Act (CARA).

1 This section has been taken largely from the SIP 19: Ecological Infrastructure for water security, October 2014.
2 Costing provided by the consultant team currently undertaking the EIAs for the WfW and working for wetlands programmes
In order to give effect to cost saving and to ensure that rehabilitation, erosion control and land rehabilitation projects which employ large numbers of vulnerable citizens, can be undertaken without delay and recurring expenses on project specific EIAs, DEA requires the services of a consultant team to develop EMPRs for the WfW and Eco-systems, Working for Wetland and the DAFF LandCare programmes.

3 PROBLEM ANALYSIS

The “Working For” programmes being executed by the DEA and the LandCare programme of DAFF have as their objective ecological infrastructure rehabilitation, maintenance and rehabilitation. They have been designed as public works instruments in order to have multiple benefits in that they address poverty alleviation and job creation through environmental sustainability interventions while protecting and conserving our natural capital and improving water yield and quality (SIP 19: Ecological Infrastructure for water security, October 2014).

The location in which these projects are undertaken, by their nature are regarded as sensitive environments and in the South African environmental legislative context trigger the need for Environmental Authorisation under the Environmental Impact Assessment regulations, 2014. The activities associated with each programme are recurring and are undertaken in similar environments, therefore the methods used are well documented and tested. In addition, these programmes have as their objectives, rehabilitation, maintenance and rehabilitation, therefore it is believed that it is possible to manage the impacts of the three programmes, through programme specific EMPRs.

Being able to exclude the working for and LandCare programmes from the need to obtain environmental authorization will allow funds that would have been used to undertake environmental impact assessments for each project, can be redirected to the project implementation and in so doing possibly contribute to additional job creation. The change of management method will also reduce the review and authorisation burden on DEA, thereby freeing up resources.

In order to introduce an alternative management instrument, the DEA in partnership with DAFF, wishes to develop three programme sector specific EMPRs. It is believed that this approach could streamline the current authorisation process for these programmes while contributing to land rehabilitation and ensuring a high level of environmental protection.

4 PROJECT MANAGEMENT

The development of the programme specific EMPRs is a joint project between the DEA and DAFF although the project will be funded through the DEA budget. As such, a Project Management team will be identified and the consultant team will report to the DEA Project Manager. The DEA Project Manager will make day to day decisions regarding the technical aspects of the project. The Project Manager will also be responsible to sign off on invoices and documents as required. The Project Management team will meet as necessary during the contract. It is anticipated that the Project Management Team (PMT) will meet three times through the contract. The consultant team is to provide input into these meetings, and is required to provide the secretariat services and to prepare minutes of the meetings.

5 STRATEGY ANALYSIS

Given the problem outlined above, the following strategy has been devised for the multidisciplinary team that is the subject of these terms of reference.

5.1 Building on existing information and spatial data

The consultancy that is the subject of these terms of reference is to consider all existing information relevant to this work and build on this existing knowledge. The following documents are specifically relevant to this TOR and must be considered through the process:

- SANBI, SANparks and DEA spatial data;
• National Protected Areas Expansion Strategy (NPAES)
• National Biodiversity Framework, and various Bio-regional Plans, declared Bio region/ biosphere reserves,
• A selection of existing EIAs prepared for the Working For and LandCare projects
• The existing draft generic EMPR for the establishment of electricity grid infrastructure
• The existing draft EMPR contained in the Integrated Management Plan for the SKA development
• And any other relevant documentation

5.2 Participatory approach
In order to gain from the wealth of planning experience available within state organs, consultancies and NGOs and to ensure that the EMPRs ensure a high level of environmental protection, the project must be carried out in an inclusive and participatory manner. A comprehensive governance and consultation structure is proposed for this project and the project must be undertaken in a participatory manner.

6 OVERALL OBJECTIVE
The overall objective of the consultancy is framed as:

Sustainable development is encouraged and the environmental legislative framework is streamlined through the use of Integrated Environmental Management instrument developed exclusively for the working for water and ecosystems, working for wetlands and LandCare programmes.

7 IMMEDIATE PROJECT OBJECTIVE
By the first quarter of the government financial year 2019, listed activities associated with the working for water and ecosystems, working for wetlands and LandCare programmes are excluded from the need to obtain Environmental Authorisation based on an adopted programme specific EMPR.

In order to contribute to the overall project objective, the consultancy has the following immediate objectives:

7.1 Immediate Objective A – Project initiation

7.1.1 Objective – Inception workshop, report and detailed work plan
An inception workshop is to be held where aspects of the project will be discussed and agreed between the consultant team and the project partners. A detailed work plan is to be developed by the consultant team for approval. The Project Director within DEA will approve the work plan.

7.1.2 Outputs – Inception workshop held, report prepared and detailed work plans developed
A one day inception workshop will be held where the various aspects of the project will be discussed and agreed. Following this workshop, a comprehensive inception report and a detailed work plan are to be drawn up by the consultant team. The work plans must identify all tasks, allocate staff, identify timeframes and ensure coordination between all activities in line with the proposal submitted. The inception report and work plans are to be approved by the relevant Project Directors in DEA and DAFF before work commences.

Table 1: Success indicator

<table>
<thead>
<tr>
<th>Description</th>
<th>Verifiable Indicator</th>
<th>Means of verification</th>
</tr>
</thead>
</table>

Page 6 of 17
Inception workshop held. Inception report and detailed work plans developed.

7.2 Immediate Objective B – Technical guidance

7.2.1 Objective – An expert reference group established
In order for the project to benefit from a broad range of view from experts in the fields, a reference group of experts is to be set up. The group will provide assistance and technical knowhow, provide insights into the sector and specifically challenge important issues relevant to the project. As a guide, one expert is to be drawn from each of the following organisations: CSIR, the Endangered Wildlife Trust, Wildlands Conservation Trust, the Water Research Commission, DWS, the World Wildlife Fund, AgriSA, Agricultural Research Council (ARC) Ezemvelo, MPTA, Cape Nature, 1 representative from each of the Metropolitan Municipalities, 2 representatives from SANBI, DEA representatives from Environmental Programmes, Biodiversity and Integrated Environmental Authorisations, Provincial representatives, Land care coordinators and participants from IAIAsa. The participant list can be finalised at the inception meeting.

7.2.2 Outputs – An expert reference group convened
In consultation with the project partners, an expert reference group is to be set up by the consultancy. The expert reference group will meet three times during the project. The expert reference group will be chaired by the project partners but the content and technical debate is to be managed by the consultant team. The representatives will be invited by the project partners for the first meeting after which the consultant team must take over the invitations and organisation functions for the meetings which include the preparation of agendas, presentations and minutes of meetings. Venues and catering for the ERG will be provided by the project partners and the venues will be in Pretoria.

Table 2: Success indicator

<table>
<thead>
<tr>
<th>Description</th>
<th>Verifiable Indicator</th>
<th>Means of verification</th>
</tr>
</thead>
<tbody>
<tr>
<td>Expert reference group convened</td>
<td>Expert reference group set up and meeting every two months.</td>
<td>Minutes of meetings available.</td>
</tr>
</tbody>
</table>

7.3 Immediate Objective C – learning from experience

7.3.1 Objective – Literature review undertaken
In order to gain insight from EIAs and EMPRs already conducted and drafted for the “working for” and LandCare programmes, a national literature review is to be undertaken. The focus of the literature review should be on identifying possible environmental impacts that could occur through the various activities undertaken, generally accepted management actions.

The research is to be used to inform the sector specific generic EMPRs. Only high quality and environmental comprehensive EIAs and EMPRs are to be considered. It is suggested that 4 local EIAs and EMPRs are reviewed.

7.3.2 Outputs - Literature review report
The literature review is to produce a comprehensive report outlining the experience gained from the review of the EIAs and EMPRs related to land rehabilitation in sensitive environments that will trigger EA process.

Table 5: Success indicator
7.4 Immediate Objective D – Environmental sector engagement

7.4.1 Objective – Focus group meetings planned
In order to ensure that the needs of specific sectors are considered it will be necessary to hold focus meetings with certain sectors including conservation NGOs, provincial environmental and conservation departments, agricultural associations, national land care forum and other departments mandated to provide authorisation for example DWS. The consultant team will be required to convene these meetings, to provide the secretarial services and to update the comments and responses document based on the deliberations. Approximately 6 focus group meetings are to be budgeted for with half being undertaken in Johannesburg and half being in other regions and travel may be required.

7.4.2 Outputs – Focus group meetings convened
Six Focus Group meetings with various important sector stakeholders are to be convened and documented at relevant times within the project.

Table 6: Success indicator

<table>
<thead>
<tr>
<th>Description</th>
<th>Verifiable Indicator</th>
<th>Means of verification</th>
</tr>
</thead>
<tbody>
<tr>
<td>Focus group meetings</td>
<td>Six sector specific focus group meetings convened to provide specific information to the drafting of the EMPRs.</td>
<td>Minutes of meetings available.</td>
</tr>
</tbody>
</table>

7.5 Immediate Objective E – Activity and impact identified

7.5.1 Objective – Identify environmental activities and environmental impacts for consideration in the EMPR
Based on the findings of the literature review, the knowledge of the consultant team and expert reference group, the activities undertaken in the programmes are to be identified, as well as the environmental impacts associated with the “working for” and LandCare programmes are to be documented for consideration in the EMPRs. The draft activities and impacts to be considered in the EMPRs, must be consulted with the governance structure set up as well as a broader stakeholder audience at the stakeholder meeting to be convened through Objective D.

7.5.2 Outputs – Environmental activities and impacts for consideration in the EMPR identified
Draft rehabilitation activities and environmental impacts are identified in consultation with stakeholders and documented in a draft rehabilitation activities and environmental impacts document. The document together with other outputs are to be consulted with stakeholders at the sector stakeholder meetings identified in Objective D.

Table 7: Success indicator

<table>
<thead>
<tr>
<th>Description</th>
<th>Verifiable Indicator</th>
<th>Means of verification</th>
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</thead>
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</tbody>
</table>
7.6 Immediate Objective F – Mitigation and monitoring measures identified

7.6.1 Objective – Identify generally accepted mitigation and monitoring measures

Using the outputs of the literature review, the expertise of the consultant team and the Technical Advisory Group, the consultant team is to proposed generally accepted mitigation and monitoring measures for the environmental impacts identified for the “working for” and LandCare programmes. These mitigation and monitoring measures are to be documented and if necessary illustrated, in a draft mitigation measures report. The draft document is to be consulted and then finalised.

7.6.2 Outputs – Generally accepted mitigation and monitoring measures document

Drawing from the literature review, and working in close cooperation with all project partners and stakeholders the consultant team is to identify generally accepted mitigation and monitoring measures for the environmental impacts identified. The draft document is to be consulted and finalised.

Table 8: Success indicator

<table>
<thead>
<tr>
<th>Description</th>
<th>Verifiable Indicator</th>
<th>Means of verification</th>
</tr>
</thead>
<tbody>
<tr>
<td>Generally accepted mitigation and monitoring measures document</td>
<td>The generally accepted mitigation and monitoring measures are identified and documented. The draft document is consulted and then finalised after comments are incorporated.</td>
<td>Mitigation and monitoring measures document and comments and responses document available</td>
</tr>
</tbody>
</table>

7.7 Immediate Objective G – Preparation of “working for” and LandCare EMPRs

7.7.1 Objective – Three EMPRs are to be prepared and consulted

Using the ‘activities and impacts’ document as well as the ‘generally accepted mitigation and monitoring’ documents prepared in the previous outputs, the consultant team is to prepare three sector specific generic EMPRs. The EMPRs are to meeting the requirements of NEMA and the EIA regulations. Once the draft documents have been prepared they are to be consulted widely and comments are to be invited for a 30-day period. The comments and responses document is to be updated and the comments included where appropriate. A second draft and then final draft of the EMPRs are to be prepared for gazetting for comment.

7.7.2 Outputs – Three EMPRs are finalised

Three EMPRs are to be prepared and consulted using the project website, the various consultation structures set up and advertised in national newspapers. The comments and responses document is to be updated, and the draft documents updated. The second draft of the documents are to be consulted through the project consultation structure and then the three documents must be finalised for gazetting for comment.

Table 9: Success Indicator

<table>
<thead>
<tr>
<th>Description</th>
<th>Verifiable Indicator</th>
<th>Means of verification</th>
</tr>
</thead>
</table>
Draft EMPRs to be prepared and consulted for finalisation | Draft, final draft and final EMPRs available. | First and second drafts of the EMPRs, updated comments and responses document, adverts and notifications of availability of document for comment available

7.8 Immediate Objective H – Final “working for” and LandCare EMPRs

7.8.1 Objective – Incorporation of comments from the gazetting process

The DEA will gazette the three EMPRs as identified in Immediate Objective I for comment. The gazetting process will take approximately 5 months from the time of finalising the documents. Once the comments from the gazetting process have been received, the consultant team is to prepare a final comments and responses document which is to include all comment received, workshop the proposed responses and the amendments with the PMT and other relevant Department staff and make the agreed amendments to the documents. The DEA will gazette the final document for implementation.

7.8.2 Outputs – Three EMPRs are finalised for gazetting for implementation

The comments and responses document is to be prepared, a workshop to discuss the comment and to determine the approach to responses must be convened by the consultant team. The responses must be captured and the EMPRs amended as agreed. The final three amended documents must be provided to the Department for gazetting for implementation.

Table 9: Success Indicator

<table>
<thead>
<tr>
<th>Description</th>
<th>Verifiable Indicator</th>
<th>Means of verification</th>
</tr>
</thead>
<tbody>
<tr>
<td>Documenting comments and responses and amending the 3 EMPRs for gazetting for implementation</td>
<td>The comments and responses table is to be prepared which includes all comments received. A workshop is to be convened at which responses will be drafted and captured by the consultant team, the 3 EMPRs are to be updated to reflect the responses as agreed and finalised.</td>
<td>Draft comments and responses document, workshop attendance register, final comments and responses document, final amended EMPRs.</td>
</tr>
</tbody>
</table>

7.9 Immediate Objective I - Stakeholder service

7.9.1 Objective – Set up project website, manage and maintained

It will be the responsibility of the consultant team to set up a project web site, manage the website and respond to requests and queries related to the project submitted to the website. Throughout the project all inputs are to be documents and responses provided in a Comments and Responses document. The consultant team will be required set up and to maintain a Comments and Reponses document throughout the project.

7.9.2 Output – Website set up and comments and responses document maintained and finalised

The website is to go live after the inception meeting is held and is to stay live through the duration of the project. The project team is to manage the web site traffic on a daily basis and respond to queries and requests. The comments and responses document is to be managed and maintained with all inputs provided either from meetings, the website or formal comments.

Table 13: Success indicator

<table>
<thead>
<tr>
<th>Description</th>
<th>Verifiable Indicator</th>
<th>Means of verification</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Draft comments and responses document, website attendance register, final comments and responses document, final amended EMPRs.</td>
</tr>
</tbody>
</table>
Website and comments and responses document | Website in operation and inputs responses to, comments and responses document initiated and updated on an on-going basis | Web site live, attendance registers and comments and responses document available

8 ACTIVITIES
Specific activities to be carried out by the consultant in generating the above outputs must be detailed in a proposed work-plan to be approved by the Project Director. The work-plan is to be signed off after an inception meeting with the consultant team.

9 INPUTS AND BUDGET
In order to generate the above outputs, the Department of Environmental Affairs will cover the expenses relating to the consultancy fees.

10 METHOD OF WORK
The consultant team will carry out the required work at the consultant’s offices. The consultant team is also to make provision for holding of internal Project Partner workshops on key outputs. Three of these workshops should be planned with the Project Management Meetings to reduce costs. The project partners will provide the venue and refreshments for these workshops.

11 PROJECT MANAGEMENT

11.1 Project Director
The Chief Director: Integrated Environmental Management will be the Project Director of the technical aspects of the contract. The contracted consultants will be directed by and report to the Chief Director who will be responsible for the on-going management of the Service Agreement.

11.2 Project Team
The Project team will comprise of the Chief Director: Integrated Environmental Management, the Director: Systems and Instrument from the DEA, two representatives from the Branch: Environmental Programmes (one representantive for “working for wetlands” and the other from “working for water and ecosystem” programmes), and the Project Leader LandCare Programme DAFF. The day to day management of the project will be the responsibility of the Director: Systems and Instrument.

12 COSTING AND PROPOSAL
When submitting a proposal in response to this Terms of Reference the consultants should provide a single comprehensive proposal. The proposal must include the following:

- A record of experience of the consultancy in undertaking similar work, the record is to include actual projects;
- the environmental expertise of the consultancy including the registration of at least one team member through SACNASP;
- the methodology to be used to achieve the objectives (this input must add value to the current methodology described in the TOR);
- the personnel to be allocated to each objective and time to be spent per objective by each team member.

The itemised budgets must include the following:
- the hourly cost of each staff member;
- the time to be spent by each staff member per objective (the time for each staff members is to be indicated separately);
- the overall cost of the each objective;
- the overall cost of the technical proposal;
- disbursements including travel, car rental, accommodation, venues, catering, printing etc.

The technical proposal must be provided in one envelope and the budget amount inclusive of VAT must be provided in a separate envelope. CVs including names, formal education, language capabilities, gender, detailed employment record, description of relevant project experience (including actual input into previous similar projects and level of responsibility) must accompany the proposal.

Proposals not conforming to the requirements of section 12 will not be considered.

13 MANDATORY REGISTRATION REQUIREMENTS

The consultant team must include professional team members registered with the following body (at least one team member must be registered). Proof of registration to be attached and submitted as part of the proposal.

- South African Council for Natural Scientific and Professions(SACNASP)

14 PROJECT INFORMATION MANAGEMENT

14.1 Internal Consultancy Communication

All decisions, suggestions, recommendations, reports, etc. concerning the consultancy must be submitted in writing. All documents shall be prepared in MS Word and bar charts and spread sheets in either MS Project or in Microsoft Excel. All required reports must be submitted to the DEA Project Director in 2 hard copies as well as on an appropriate electronic storage medium in the original MS Word version of the document. Intellectual property rights will belong to DEA and DAFF, this includes reports etc. This shall be clearly defined in the contract documents.

14.2 External Consultancy Communication

All communication will be the responsibility of the project partners. The consultant team may not publish any document or outputs of the project without the written permission of the project partners. All complaints, press/media queries and requests for media inputs must be referred to the DEA Project Director. All presentations and papers must acknowledge the relevant project partners in a manner which is appropriate which includes, where relevant co authorship.

15 CONTINUITY AND PROFILE OF CONSULTANT ON THE PROJECT

The individual service provider must guarantee the presence of the respective Project Manager. If they have to leave the project, a period of at least a month is required in which they must work in parallel with their replacements (i.e. a senior consultant with similar expertise and equal years of experience) appointed to be able to transfer skills and knowledge.

16 TIMING AND IMPLEMENTATION

The bidder will commence following the signing of a contract between the Department and the selected bidder. The consultancy is expected to have duration of no longer than 18 months.
17 CONDITIONS OF THE BID

- The preferred bidder will be required to sign a formal contract with the Department.
- The DEA will not be held responsible for any costs incurred by the bidder in the preparation and submission of the proposal submitted.
- Please take note that neither DEA is not bound by the proposal and its annexures. DEA reserves the right not to award the bid and not to award the contract to the lowest bid price. DEA also reserves the right to re-negotiate the price of the preferred applicant.
- Travelling costs and time spent or incurred travelling between the home and office of representatives of the consultant team will not be for the account of DEA.
- Only a tenderer subcontracting a minimum off 30% to an EME or QSE which is at least 51% owned by black people will be considered for this bid.
- Bidders must score a minimum of 75% for stage 1 which is the technical proposal to qualify for stage 2 which comprises of the price and B-BBEE evaluation.
- Bidders must submit their proposal in two envelopes.
  - The first envelope is to contain the technical proposal including the following:
    - The valid and original Tax Clearance Certificate issued by SARS;
    - Entity registration Certificate (CK1)
    - The proposal dealing with the technical aspects and the staff time for all objectives including the consultation objectives, the consultation and disbursements (venues for consultation meetings, food for consultation meetings where this is required (no refreshments are required for stakeholder meetings), disbursements including travel, accommodation etc.)
    - The profile of the company including the experience and a record of similar work undertaken before
    - The CVs of the staff to be assigned to the project, as well as their responsibilities;
    - Agreements between service providers in the case of a joint venue/consortium of sub-contract arrangement;
    - Letters of authority to sign documents on behalf of the company/joint venue/consortium
  - The second envelope must contain the financial breakdown as identified in section 12 above
- The following documents must be endorsed on each envelope:
  - Bid number
  - Closure date
  - Name of the Bidder
  - Technical or financial proposal
- It is the responsibility of the bidder to select competent subcontractors that meet all requirements of the bid so that their bid is not jeopardized by the subcontractor when evaluated. Tenderers are responsible for all due diligence on their subcontractors.
Bidders are required to submit the original and valid B-BBEE Status Level Verification Certificate or certified copies thereof issued by verification agencies accredited by SANAS or registered auditors approved by IRBA or sworn affidavit certified by Commissioner of Oath together with their bids, to substantiate their B-BBEE rating claims, failing which the B-BBEE performance points claimed will be forfeited.

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 bidder process. They will score zone (0) points out of 20/10 for B-BBEE.

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.

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

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

A contractor is not allowed to sub-contract more than 25% of the contract value to another enterprise that does not have equal or higher B-BBEE status level, unless the intended sub-contractor is an EME (Exempted Micro Enterprise) that has the capability and ability to execute the sub-contract.

Prospective suppliers and/or public entities interested in pursuing opportunities with the department and with the South African government, should be registered on the National Treasury Central Supplier Database. This self-registration application represents an expression of interest from the supplier to conduct business with the Department and the South African government.

The original Tax Clearance Certificate must be submitted together with the bid. Failure to supply 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 accepted).

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 for either of the bidders in the joint venture, consortia or sub-contract will invalidate the bid.

The DEA Entity Maintenance form included in the bid documents must be completed and returned with the bid proposal.

Bidders must be prepared to work at rates not exceeding those prescribed by the office of the Auditor-General or the Department of Public Service and Administration (DPSA).

Expenditure incurred which is not part of the agreed budget will not be for the account of DEA.

Bidders must submit two identical proposal for each bid clearly marked ‘original’ and ‘copy’.

Bidders failing to meet the mandatory requirements will automatically be disqualified.

18 INHERENT REQUIREMENTS OF THE JOB – COMPETENCY PROFILES
1. Knowledge

In order to carry out the contract efficiently and effectively, the consultancy must have specialist knowledge of:

- Data collection
- Research
- Integrated environmental management
- Biodiversity and ecological systems functioning
- Application of models
- Scenario planning
- Economics
- Environmental impact management

In order to carry out the contract efficiently and effectively, the consultant must have general knowledge of:

- Environmental issues, especially those relating to biodiversity.
- Governmental environmental quality and protection related policies, priorities and strategies.
- Governmental standard administrative procedures.
- General management practices including report writing and project management

2. Skills

<table>
<thead>
<tr>
<th>Leadership</th>
<th>Analytical thinking (advanced)</th>
<th>Strategic thinking (advanced)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Innovative thinking</td>
<td>Communication (spoken &amp; written)</td>
<td>Mentoring (advanced)</td>
</tr>
</tbody>
</table>

3. Learning field

Environmental management, environmental sciences and natural resources management

4. Learning indicator

Within the team there must be at least a Master’s degree in environmental management, environmental science, natural resources management; and 10 or more years of experience in the area of environmental management, environmental sciences and natural resources management

5. Personal attributes

<table>
<thead>
<tr>
<th>Ability to work in a multi-skilled team</th>
<th>Ability to develop and apply policies, standard procedures, etc.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ability to gather and analyse information</td>
<td>Ability to meet tight deadlines</td>
</tr>
<tr>
<td>Ability to work under pressure</td>
<td>Ability to motivate staff</td>
</tr>
<tr>
<td>Ability to take expert advice</td>
<td>Self-starter (initiative)</td>
</tr>
<tr>
<td>Self-motivating</td>
<td>Service orientated</td>
</tr>
<tr>
<td>Objective</td>
<td>Ethical</td>
</tr>
<tr>
<td>Integrity</td>
<td>Balanced</td>
</tr>
<tr>
<td>Ability to translate complex technical information into a form that is accessible to various stakeholders</td>
<td></td>
</tr>
</tbody>
</table>

19 MANAGEMENT REPORTING

Three Project Management meetings are to be held and key staff should be present. The contracted consultant will compile and submit progress reports in the agreed format to the Project Directors with each invoice submitted for payment which clearly identifies the achievements in relation to the objectives.

20 PAYMENT TERMS

The department undertakes to pay-out in full within 30 (thirty) days all valid claims for work done to its satisfaction upon presentation of a substantiated claim supported by the progress report as identified above. No payment will be made where there is outstanding information/work not submitted by the service provider until that outstanding information is submitted.
21 CONTACT PERSON
Ms D Fischer, Chief Director Integrated Environmental Management Support, Tel: (012) 399 8843, Fax: (012) 399 9260, E-mail: Dfischer@environment.gov.za
or
Mr S Moganetsi, Director Integrated Environmental Management Support, Tel: (012) 399 9309. Fax: (012) 399 9260, E-mail: Smoganetsi@environment.gov.za

21 PRE-QUALIFICATION
Only a tenderer subcontracting a minimum of 30% to an EME or QSE which is at least 51% owned by black people will be considered for this bid.

22 EVALUATION CRITERIA
All bid proposals submitted will be evaluated in accordance with the 80/20 principle and the evaluation criteria should be as follows:
Values: 0 = Non-compliance, 1 = Poor; 2 = Fair; 3 = Average; 4 = Good; 5 = Excellent.
Stage 1 evaluation criteria: The bidder must score a minimum of 75% during Stage 1 (functionality/technical) of the evaluation to qualify for Stage 2 of the evaluation where only points for price and B-BBEE will be considered. The adjudication of price will exclude the travel and disbursements related to travel.

<table>
<thead>
<tr>
<th>No.</th>
<th>Category</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Total (Weight x Value awarded)</td>
</tr>
<tr>
<td>A</td>
<td>FUNCTIONALITY</td>
</tr>
<tr>
<td>1</td>
<td>The experience of the company (including specialist biodiversity/ecosystems functioning, environmental management) in undertaking similar work before</td>
</tr>
<tr>
<td>2</td>
<td>Expertise of personnel (qualification and experience)</td>
</tr>
<tr>
<td>3</td>
<td>Consultants understanding of the brief and comprehensive description of the methodologies to be considered (i.e. value add to the project) to achieve the objectives, specifically objectives E, F, G and H.</td>
</tr>
<tr>
<td>4</td>
<td>Consultants proposal identifying all tasks and allocating time per output for the various team members to each task</td>
</tr>
</tbody>
</table>
## STAGE 2

<table>
<thead>
<tr>
<th>B.</th>
<th>PRICE</th>
<th>80</th>
</tr>
</thead>
<tbody>
<tr>
<td>C.</td>
<td>B-BBEE status level contributor</td>
<td>Number of points (80/20)</td>
</tr>
<tr>
<td>1</td>
<td>20</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>18</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>14</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>12</td>
<td></td>
</tr>
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<td>5</td>
<td>8</td>
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<tr>
<td>6</td>
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</tr>
<tr>
<td>7</td>
<td>4</td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>2</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Non-compliant contributor</td>
<td>0</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.

IN EVALUATING THE TECHNICAL INFORMATION CONTAINED IN THE BID, THE EVALUATION COMMITTEE WILL BE GUIDED BY THE EVALUATION CRITERIA IDENTIFIED IN SECTION 22 ABOVE.
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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6. Patent rights  
7. Performance security  
8. Inspections, tests and analysis  
9. Packing  
10. Delivery and documents  
11. Insurance  
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23. Termination for default  
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34. Prohibition of restrictive practices
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 contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

21. Delays in the supplier’s performance
21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.

21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier’s notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier’s time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.

21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the
supplier’s point of supply is not situated at or near the place where the supplies are required, or the supplier’s services are not readily available.

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

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

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

23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
(i) the name and address of the supplier and / or person restricted by the purchaser;
(ii) the date of commencement of the restriction
(iii) the period of restriction; and
(iv) the reasons for the restriction.

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

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

24. Anti-dumping and countervailing duties and rights

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

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

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

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

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

*Please ensure information is validate as per required bank screens.*

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

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

### Company / Personal Details

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<th>Registered Name</th>
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<tr>
<td>Trading Name</td>
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### Address Detail

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<tr>
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### New Detail

- [ ] New Supplier information
- [ ] Update Supplier information

**Supplier Type:**

- [ ] Individual
- [ ] Department
- [ ] Partnership
- [ ] Company
- [ ] Trust
- [ ] Other (Specify)
- [ ] CC

**Department Number**

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**Note:**

- The form fields are not populated with actual data.
- The form contains placeholders for addresses and identifiers.
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<tr>
<th>Supplier Account Details (To be Verified by the bank, please attach bank letter or 3 months bank statement)</th>
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<td>(Please note that this account MUST be in the name of the supplier. No 3rd party payments allowed).</td>
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<td>Account Name</td>
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<td>STD Bank-Look-up-screen</td>
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<td>Nedbank- Banking Platform under the Client Details Tab</td>
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<td><strong>NB: All relevant fields must be completed</strong></td>
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