INVITATION TO BID

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

BID NUMBER: E 1205  CLOSING DATE: 18-11-2011  CLOSING TIME: 11:00

DESCRIPTION: Appointment of a service provider to conduct an Ocean and Coastal Hazard Zone assessment for the Department for a period of twelve months

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

BID DOCUMENTS MAY BE POSTED TO DIRECTOR GENERAL: Department of Environmental Affairs.
P/Bag X447, PRETORIA 0001
OR
DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS) 2nd Floor, Fedsure Forum Building
C/o Van der Walt and Pretorius street, Pretoria

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

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

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

THIS BID IS SUBJECT TO THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT

THE FOLLOWING PARTICULARS MUST BE FURNISHED (FAILURE TO DO SO MAY RESULT IN YOUR BID BEING DISQUALIFIED)

NAME OF BIDDER
POSTAL ADDRESS
STREET ADDRESS
TELEPHONE NUMBER  CODE........... NUMBER
CELLPHONE NUMBER
FACSIMILE NUMBER  CODE........... NUMBER
VAT REGISTRATION NUMBER
HAS A TAX CLEARANCE CERTIFICATE BEEN SUBMITTED (SBD 2)? YES/NO
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS/SERVICES OFFERED BY YOU? YES/NO

DATE
CAPACITY UNDER WHICH THIS BID IS SIGNED
TOTAL BID PRICE.................................................... TOTAL NUMBER OF ITEMS OFFERED
TAX CLEARANCE CERTIFICATE REQUIREMENTS

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

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

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

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

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


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

### NAME OF BIDDER:

- BID NO.: 1205

### CLOSING TIME

- 11:00 ON **18th November 2011**

### OFFER TO BE VALID FOR 60 DAYS FROM THE CLOSING DATE OF BID.

### DESCRIPTION:

Appointment of a service provider to conduct an Ocean and Coastal Hazard Zone assessment for the Department for a period of twelve months **INCLUSIVE OF VALUE ADDED TAX**

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 VAT 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**

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<th>HOURLY 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**

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

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<th>DESCRIPTION OF EXPENSE TO BE INCURRED</th>
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**TOTAL:** R...

5.2 **Other expenses, for example accommodation (specify, eg. Three**
Name of Bidder: ...........................................................................................................

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.

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<tr>
<th>DESCRIPTION OF EXPENSE TO BE INCURRED</th>
<th>RATE</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?

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 –
Environmental Affairs
315 Pretorius street
Pretoria
0002
(Second floor Fedsure Forum Building (Northern Tower)
Bidding Documents
MS: 1 LENSLEY
Tel: (012) 310 3558

Or for technical information

\Dr. Y. Peterson Tel no. (021) 819 2450

Name of Bidder: ...........................................................................................................
DECLARATION OF INTEREST

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

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

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

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

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

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

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

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

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

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

"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.

"Shareholder" means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.
2.7 Are you or any person connected with the bidder presently employed by the state? YES / NO

2.7.1 If so, furnish the following particulars:
- Name of person / director / trustee / shareholder/ member: ....................................................
- Name of state institution at which you or the person connected to the bidder is employed: ....................................................
- Position occupied in the state institution: ....................................................
- Any other particulars: ........................................................................................................

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

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

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

2.7.2.2 If no, furnish reasons for non-submission of such proof:
.............................................................................................................
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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 Reference Number</th>
<th>State Employee Number / Persal Number</th>
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DECLARATION

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

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

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

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

May 2011
THE NATIONAL INDUSTRIAL PARTICIPATION PROGRAMME

INTRODUCTION

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

1 PILLARS OF THE PROGRAMME

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

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

or

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

or

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

or

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

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

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

2 REQUIREMENTS OF THE DEPARTMENT OF TRADE AND INDUSTRY

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

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

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

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

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

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

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

4 PROCESS TO SATISFY THE NIP OBLIGATION

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

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

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

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<th>Bid number</th>
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<th>Name of bidder</th>
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PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2001

SERVICES

This preference form must form part of all bids invited. It contains general information and serves as a claim form for Historically Disadvantaged Individual (HDI) preference points as well as a summary for preference points claimed for attainment of other specified goals.

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF EQUITY OWNERSHIP BY HISTORICALLY DISADVANTAGED INDIVIDUALS (HDIs), AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2001.

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 R500 000; and
- the 90/10 system for requirements with a Rand value above R500 000.

1.2 The value of this bid is estimated to be above R500 000 and therefore the 90/10 system shall be applicable.

1.3 Preference points for this bid shall be awarded for:

(a) Price; and
(b) Specific contract participation goals, as specified in the attached forms.

1.3.1 The points for this bid are allocated as follows:

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<tr>
<th>1.3.1.1 PRICE</th>
<th>TECHNICAL</th>
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<tr>
<td>POINTS</td>
<td>90...</td>
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1.3.1.2 SPECIFIC CONTRACT PARTICIPATION GOALS

(a) Historically Disadvantaged Individuals:

(i) who had no franchise in national elections before the 1983 and 1993 Constitutions
(ii) who is a female black / white
(iii) who has a disability

(b) Other specific goals (goals of the RDP- plus local manufacture)

Total points for Price, HDI's and other RDP-goals must not exceed 100

Separate Preference Points Claim Forms will be used for the promotion of the specific goals for which points have been allocated in paragraph 1.3.1.2 (b) above.
1.4 Failure on the part of a bidder to fill in and/or to sign this form may be interpreted to mean that preference points are not claimed.

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

2. GENERAL DEFINITIONS

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

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

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

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

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

2.6 “Specific contract participation goals” means the goals as stipulated in the Preferential Procurement Regulations 2001.

2.6.1 In addition to above-mentioned goals, the Regulations [12.(1)] also make provision for organs of state to give particular consideration to procuring locally manufactured products.

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

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

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

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

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

(2) who is a female; and/or

(3) who has a disability:

provided that a person who obtained South African citizenship on or after the coming to effect of the Interim Constitution, is deemed not to be a HDI;

2.11 “Management” means an activity inclusive of control and performed on a daily basis, by any person who is a principal executive officer of the company, by whatever name that person may be designated, and whether or not that person is a director.

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

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

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

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

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

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

3. ESTABLISHMENT OF HDI EQUITY OWNERSHIP IN AN ENTERPRISE

3.1 Equity ownership shall be equated to the percentage of an enterprise which is owned by individuals classified as HDIs, or in the case of a company, the percentage shares that are owned by individuals classified as HDIs, who are actively involved in the management and daily business operations of the enterprise and exercise control over the enterprise, commensurate with their degree of ownership.

3.2 Where individuals are not actively involved in the management and daily business operations and do not exercise control over the enterprise commensurate with their degree of ownership, equity ownership may not be claimed.

4. ADJUDICATION USING A POINT SYSTEM

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

4.2 Preference points shall be calculated after prices have been brought to a comparative basis.

4.3 Points scored will be rounded off to 2 decimal places.

4.4 In the event of equal points scored, the bid will be awarded to the bidder scoring the highest number of points for specified goals.

5. POINTS AWARDED FOR PRICE

5.1 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

\[ P_s = \text{Points scored for price of bid under consideration} \]
\[ P_t = \text{Rand value of bid under consideration} \]
\[ P_{\text{min}} = \text{Rand value of lowest acceptable bid} \]

6. **Points awarded for historically disadvantaged individuals**

6.1 In terms of Regulation 13 (2) preference points for HDI's are calculated on their percentage shareholding in a business, provided that they are actively involved in and exercise control over the enterprise. The following formula is prescribed in Regulation 13 (5) (c):

\[ NEP = NOP \times \frac{EP}{100} \]

Where

\( NEP = \text{Points awarded for equity ownership by an HDI} \)
\( NOP = \text{The maximum number of points awarded for equity ownership by an HDI in that specific category} \)
\( EP = \text{The percentage of equity ownership by an HDI within the enterprise or business, determined in accordance with the definition of HDI's.} \)

6.2 Equity claims for a trust will only be allowed in respect of those persons who are both trustees and beneficiaries and who are actively involved in the management of the trust.

6.3 Documentation to substantiate the validity of the credentials of the trustees contemplated above must be submitted.

6.4 A consortium or joint venture may, based on the percentage of the contract value managed or executed by their HDI-members, be entitled to preference points in respect of an HDI.

6.5 A person awarded a contract as a result of preference for contracting with, or providing equity ownership to an HDI, may not subcontract more than 25% of the value of the contract to a person who is not an HDI or does not qualify for the same number or more preference for equity ownership.

7. **BID DECLARATION**

7.1 Bidders who claim points in respect of equity ownership must complete the Bid Declaration at the end of this form.

8. **EQUITY OWNERSHIP CLAIMED IN TERMS OF PARAGRAPH 2.10 ABOVE. POINTS TO BE CALCULATED FROM INFORMATION FURNISHED IN PARAGRAPH 9.8.**

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<tr>
<th>Ownership</th>
<th>Percentage owned</th>
<th>Points claimed</th>
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<td>8.1 Equity ownership by persons who had no franchise in the national elections</td>
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<td>8.2 Equity ownership by Black women</td>
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<td>8.3 Black women</td>
<td>%</td>
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<tr>
<td>8.4 White women</td>
<td>%</td>
<td>.............</td>
</tr>
</tbody>
</table>
8.5 Equity ownership by disabled persons* %
*If points are claimed for disabled persons, indicate nature of impairment (see paragraph 2.8 above)

9 DECLARATION WITH REGARD TO EQUITY

9.1 Name of firm

9.2 VAT registration number

9.3 Company registration number

9.4 TYPE OF FIRM
☐ Partnership
☐ One person business/sole trader
☐ Close corporation
☐ Company
☐ (Pty) Limited
[TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

9.7 TOTAL NUMBER OF YEARS THE FIRM HAS BEEN IN BUSINESS?

9.8 List all Shareholders by Name, Position, Identity Number, Citizenship, HDI status and ownership, as relevant. Information to be used to calculate the points claimed in paragraph 8.

<table>
<thead>
<tr>
<th>Name</th>
<th>Date/Position occupied in Enterprise</th>
<th>ID Number</th>
<th>Date RSA Citizenship obtained</th>
<th>* HDI Status</th>
<th>HDI Status</th>
<th>% of business enterprise owned</th>
</tr>
</thead>
<tbody>
<tr>
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<td></td>
<td>No franchise prior to elections</td>
<td>Women African</td>
<td>Women White</td>
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</tbody>
</table>
*Indicate YES or NO

9.9  Consortium / Joint Venture

9.9.1  In the event that preference points are claimed for HDI members by consortia / joint ventures, the following information must be furnished in order to be entitled to the points claimed in respect of the HDI member:

<table>
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<tr>
<th>Name of HDI member (to be consistent with paragraph 9.8)</th>
<th>Percentage (%) of the contract value managed or executed by the HDI member</th>
</tr>
</thead>
<tbody>
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</tbody>
</table>
9.10 I/we, the undersigned, who warrants that he/she is duly authorised to do so on behalf of the firm certify that points claimed, based on the equity ownership, indicated in paragraph 8 of the foregoing certificate, qualifies the firm for the preference(s) shown and I/we acknowledge that:

(i) The information furnished is true and correct.

(ii) The Equity ownership claimed is in accordance with the General Conditions as indicated in paragraph 1 of this form.

(iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 8, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct.

(iv) If the claims are found to be incorrect, the purchaser may, in addition to any other remedy it may have -

(a) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;

(b) 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;

(c) impose a financial penalty more severe than the theoretical financial preference associated with the claim which was made in the bid; and

WITNESSES:

1. ........................................................................

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

SIGNATURE(S) OF BIDDER(S)

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

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

DATE: .............................................

ADDRESS: .............................................

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

......................................................
PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2001

SERVICES

This preference form must form part of all bids invited. It contains general information and serves as a claim form for Historically Disadvantaged Individual (HDI) preference points as well as a summary for preference points claimed for attainment of other specified goals.

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF EQUITY OWNERSHIP BY HISTORICALLY DISADVANTAGED INDIVIDUALS (HDIs), AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2001.

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 R500 000; and
- the 90/10 system for requirements with a Rand value above R500 000.

1.2 The value of this bid is estimated to be above R500 000 and therefore the 90/10 system shall be applicable.

1.3 Preference points for this bid shall be awarded for:

(a) Price; and
(b) Specific contract participation goals, as specified in the attached forms.

1.3.1 The points for this bid are allocated as follows:

<table>
<thead>
<tr>
<th>1.3.1.1 PRICE</th>
<th>POINTS</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>90...</td>
</tr>
<tr>
<td>TECHNICAL</td>
<td>50</td>
</tr>
</tbody>
</table>

1.3.1.2 SPECIFIC CONTRACT PARTICIPATION GOALS

(a) Historically Disadvantaged Individuals:

(i) who had no franchise in national elections before the 1983 and 1993 Constitutions

(ii) who is a female black / white

(iii) who has a disability

(b) Other specific goals (goals of the RDP- plus local manufacture)

(i) 

(ii) 

(iii) 

(iv) 

Total points for Price, HDI's and other RDP-goals must not exceed 100

Separate Preference Points Claim Forms will be used for the promotion of the specific goals for which points have been allocated in paragraph 1.3.1.2 (b) above.
1.4 Failure on the part of a bidder to fill in and/or to sign this form may be interpreted to mean that preference points are not claimed.

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

2. GENERAL DEFINITIONS

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

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

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

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

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

2.6 "Specific contract participation goals" means the goals as stipulated in the Preferential Procurement Regulations 2001.

2.6.1 In addition to above-mentioned goals, the Regulations [12.(1)] also make provision for organs of state to give particular consideration to procuring locally manufactured products.

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

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

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

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

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

(2) who is a female; and/or

(3) who has a disability:

provided that a person who obtained South African citizenship on or after the coming to effect of the Interim Constitution, is deemed not to be a HDI;

2.11 "Management" means an activity inclusive of control and performed on a daily basis, by any person who is a principal executive officer of the company, by whatever name that person may be designated, and whether or not that person is a director.

2.12 "Owned" means having all the customary elements of ownership, including the right of decision-making and sharing all the risks and profits commensurate with the degree of ownership interests as demonstrated by an examination of the substance, rather than the form of ownership arrangements.
2.13 "Person" includes reference to a juristic person.

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

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

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

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

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

3. ESTABLISHMENT OF HDI EQUITY OWNERSHIP IN AN ENTERPRISE

3.1 Equity ownership shall be equated to the percentage of an enterprise which is owned by individuals classified as HDIs, or in the case of a company, the percentage shares that are owned by individuals classified as HDIs, who are actively involved in the management and daily business operations of the enterprise and exercise control over the enterprise, commensurate with their degree of ownership.

3.2 Where individuals are not actively involved in the management and daily business operations and do not exercise control over the enterprise commensurate with their degree of ownership, equity ownership may not be claimed.

4. ADJUDICATION USING A POINT SYSTEM

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

4.2 Preference points shall be calculated after prices have been brought to a comparative basis.

4.3 Points scored will be rounded off to 2 decimal places.

4.4 In the event of equal points scored, the bid will be awarded to the bidder scoring the highest number of points for specified goals.

5. POINTS AWARDED FOR PRICE

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

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

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

\[ Ps = \text{Points scored for price of bid under consideration} \]
\[ Pt = \text{Rand value of bid under consideration} \]
\[ P_{\text{min}} = \text{Rand value of lowest acceptable bid} \]

6. **Points awarded for historically disadvantaged individuals**

6.1 In terms of Regulation 13 (2) preference points for HDI’s are calculated on their percentage shareholding in a business, provided that they are actively involved in and exercise control over the enterprise. The following formula is prescribed in Regulation 13 (5) (c):

\[ \text{NEP} = \frac{\text{NOP} \times \text{EP}}{100} \]

Where

\[ \text{NEP} = \text{Points awarded for equity ownership by an HDI} \]
\[ \text{NOP} = \text{The maximum number of points awarded for equity ownership by an HDI in that specific category} \]
\[ \text{EP} = \text{The percentage of equity ownership by an HDI within the enterprise or business, determined in accordance with the definition of HDI's.} \]

6.2 Equity claims for a trust will only be allowed in respect of those persons who are both trustees and beneficiaries and who are actively involved in the management of the trust.

6.3 Documentation to substantiate the validity of the credentials of the trustees contemplated above must be submitted.

6.4 A consortium or joint venture may, based on the percentage of the contract value managed or executed by their HDI-members, be entitled to preference points in respect of an HDI.

6.5 A person awarded a contract as a result of preference for contracting with, or providing equity ownership to an HDI, may not subcontract more than 25% of the value of the contract to a person who is not an HDI or does not qualify for the same number or more preference for equity ownership.

7. **BID DECLARATION**

7.1 Bidders who claim points in respect of equity ownership must complete the Bid Declaration at the end of this form.

8. **EQUITY OWNERSHIP CLAIMED IN TERMS OF PARAGRAPH 2.10 ABOVE. POINTS TO BE CALCULATED FROM INFORMATION FURNISHED IN PARAGRAPH 9.8.**

<table>
<thead>
<tr>
<th>Ownership</th>
<th>Percentage owned</th>
<th>Points claimed</th>
</tr>
</thead>
<tbody>
<tr>
<td>8.1 Equity ownership by persons who had no franchise in the national elections</td>
<td>%</td>
<td>....................</td>
</tr>
<tr>
<td>8.2 Equity ownership by</td>
<td>%</td>
<td>.............</td>
</tr>
<tr>
<td>8.3 Black women</td>
<td>%</td>
<td>.............</td>
</tr>
<tr>
<td>8.4 White women</td>
<td>%</td>
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8.5 Equity ownership by disabled persons* %
*If points are claimed for disabled persons, indicate nature of impairment (see paragraph 2.8 above)

9 DECLARATION WITH REGARD TO EQUITY

9.1 Name of firm

9.2 VAT registration number

9.3 Company registration number

9.4 TYPE OF FIRM

[ ] Partnership
[ ] One person business/sole trader
[ ] Close corporation
[ ] Company
[ ] (Pty) Limited
[TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

9.6 COMPANY CLASSIFICATION

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

9.7 TOTAL NUMBER OF YEARS THE FIRM HAS BEEN IN BUSINESS?

9.8 List all Shareholders by Name, Position, Identity Number, Citizenship, HDI status and ownership, as relevant. Information to be used to calculate the points claimed in paragraph 8.

<table>
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<tr>
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<th>% of business enterprise owned</th>
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*Indicate YES or NO

9.9  **Consortium / Joint Venture**

9.9.1 In the event that preference points are claimed for HDI members by consortia / joint ventures, the following information must be furnished in order to be entitled to the points claimed in respect of the HDI member:

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<th>Name of HDI member (to be consistent with paragraph 9.8)</th>
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9.10 I/we, the undersigned, who warrants that he/she is duly authorised to do so on behalf of the firm certify that points claimed, based on the equity ownership, indicated in paragraph 8 of the foregoing certificate, qualifies the firm for the preference(s) shown and I/we acknowledge that:

(i) The information furnished is true and correct.

(ii) The Equity ownership claimed is in accordance with the General Conditions as indicated in paragraph 1 of this form.

(iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 8, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct.

(iv) If the claims are found to be incorrect, the purchaser may, in addition to any other remedy it may have -

(a) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;

(b) 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;

(c) impose a financial penalty more severe than the theoretical financial preference associated with the claim which was made in the bid; and

WITNESSES:

1. ........................................

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

SIGNATURE(S) OF BIDDER(S)

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

DATE: ..................................

ADDRESS: ..................................

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

........................................
DEPARTMENT OF ENVIRONMENTAL AFFAIRS

CONTRACT FORM - RENDERING OF SERVICES

THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SERVICE PROVIDER (PART 1) AND THE PURCHASER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SERVICE PROVIDER AND THE PURCHASER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.

PART 1 (TO BE FILLED IN BY THE SERVICE PROVIDER)

1. I hereby undertake to render services described in the attached bidding documents to (name of the institution)........................................... in accordance with the requirements and task directives/proposals specifications stipulated in Bid Number................... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.

2. The following documents shall be deemed to form and be read and construed as part of this agreement:

   (i) Bidding documents, viz
       - Invitation to bid
       - Tax clearance certificate
       - Pricing schedule(s)
       - Filled in task directive/proposal
       - Preference Certificates in terms of the Preferential Procurement Regulations 2001
       - Declaration of interest
       - Special Conditions of Contract;
   (ii) General Conditions of Contract; and
   (iii) Other (specify)

3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.

4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.

5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.

6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT) .............................................
CAPACITY .............................................
SIGNATURE .............................................
NAME OF FIRM .............................................
DATE .............................................

WITNESSES

1  .............................................
2  .............................................
DATE: .............................................
DEPARTMENT OF ENVIRONMENTAL AFFAIRS

CONTRACT FORM - RENDERING OF SERVICES

PART 2 (TO BE FILLED IN BY THE PURCHASER)

1. I ......................................................................................................................... in my capacity as ................................................................................................ accept your bid under reference number .................................. dated ......................................... for the rendering of services indicated hereunder and/or further specified in the annexure(s).

2. An official order indicating service delivery instructions is forthcoming.

3. I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice.

<table>
<thead>
<tr>
<th>DESCRIPTION OF SERVICE</th>
<th>PRICE (VAT INCL)</th>
<th>COMPLETION DATE</th>
<th>PREFERENCES CLAIMED FOR HDIs</th>
<th>PREFERENCES CLAIMED FOR RDP GOALS</th>
</tr>
</thead>
<tbody>
<tr>
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</tr>
</tbody>
</table>

4. I confirm that I am duly authorised to sign this contract.

SIGNED AT .................................................. ON ..............................................

NAME (PRINT) ..................................................

SIGNATURE ..................................................

OFFICIAL STAMP

WITNESSES
1  ..................................................
2  ..................................................

DATE: ..................................................
DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICE

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 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 National Treasury after the audi alteram partem rule was applied.)</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>
</tbody>
</table>
| 4.2  | 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)?  
To access this Register enter the National Treasury’s website, www.treasury.gov.za, click on the icon “Register for Tender Defaulters” or submit your written request for a hard copy of the Register to facsimile number (012) 326 5445. |
<p>| 4.2.1| If so, furnish particulars:                                                                                                                                                                                                                                                                                                           |     |    |
| 4.3  | 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?                                                                                                                                   | Yes | No |
| 4.3.1| If so, furnish particulars:                                                                                                                                                                                                                                                                                                           |     |    |</p>
<table>
<thead>
<tr>
<th>4.4</th>
<th>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?</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>4.4.1</td>
<td>If so, furnish particulars:</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
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 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

Js914w 2
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.

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<th>Registered Name</th>
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<td>Trading Name</td>
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<td>Surname</td>
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<td>Personal Number</td>
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<td>Address</td>
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<tr>
<td>Physical</td>
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<tr>
<td>(Compulsory if Supplier)</td>
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<tr>
<td>Postal Code</td>
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<tr>
<th>New Detail</th>
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<tr>
<td>New Supplier information</td>
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<tr>
<td>Supplier Type:</td>
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<tr>
<td>Individual</td>
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<td>Company</td>
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<tr>
<td>CC</td>
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<tr>
<td>Department Number</td>
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# Supplier Account Details (To be Verified by the bank)

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

<table>
<thead>
<tr>
<th>Field</th>
<th>Details</th>
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<tbody>
<tr>
<td>Account Name</td>
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<td>Account Number</td>
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<tr>
<td>Branch Name</td>
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<td>Branch Number</td>
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<td><strong>Bank screen info</strong></td>
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<td>ABSA-CIF screen</td>
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<td>FNB-Hogans system on the CIS4/CUPR</td>
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<tr>
<td>STD Bank-Look-up-screen</td>
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<tr>
<td>Nedbank- Banking Platform</td>
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<tr>
<td><strong>Account Type</strong></td>
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<tr>
<td>Cheque Account</td>
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<td>Savings Account</td>
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<tr>
<td>Transmission Account</td>
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<td>Bond Account</td>
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<td>Other (Please Specify)</td>
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<td><strong>Passport Number</strong></td>
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<td><strong>Company Registration Number</strong></td>
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<tr>
<td><strong>CC Registration</strong></td>
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<td><strong>Please include CC/CK where applicable</strong></td>
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## Supplier Contact Details

<table>
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<tr>
<th>Field</th>
<th>Details</th>
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<tbody>
<tr>
<td>Business Area Code</td>
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<tr>
<td>Business Telephone Number</td>
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<tr>
<td>Business Extension</td>
<td></td>
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<tr>
<td>Home Area Code</td>
<td></td>
</tr>
<tr>
<td>Home Telephone Number</td>
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<tr>
<td>Home Extension</td>
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<tr>
<td>Fax Area Code</td>
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<tr>
<td>Fax Telephone Number</td>
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<tr>
<td>Fax Extension</td>
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<tr>
<td>Cell Area Code</td>
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<tr>
<td>Cell Fax Number</td>
<td></td>
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<tr>
<td>Email Address</td>
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<tr>
<td><strong>Contact Person:</strong></td>
<td></td>
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<tr>
<td>Supplier Signature</td>
<td></td>
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<tr>
<td>Print Name</td>
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</tbody>
</table>

**Date (dd/mm/yyyy):**   

**NB:** All relevant fields must be completed
APPOINTMENT OF A SERVICE PROVIDER TO CONDUCT A HAZARD ZONE ASSESSMENT OF SOUTH AFRICA'S COAST, BRANCH: OCEANS AND COASTS FOR A PERIOD OF 12 MONTHS

PART ONE

1. REQUEST FOR PROPOSAL (RFP)
   1.1. The objective of this RFP is to appoint a suitable independent Service Provider that can support the DEA with the undertaking of an ocean and coastal hazard zone assessment.
   1.2. Preference may be given to a Service Provider that is not already performing consultancy work within DEA.

2. SCOPE AND EXTENT OF WORK
   2.1. The role of the Service Provider is to assist the Department of Environmental Affairs with the:
       i. Development of a guideline document containing parameters, norms and standards for the identification of oceanic and coastal hazard zones in South Africa; and
       ii. Development of models (scenarios) depicting hazard zones in South Africa due to natural and climate change induced impacts.

       *More detailed information concerning the scope and requirements of the assignment can be found in Annexure A.*

   2.2. The appointed service provider will undertake the following:
2.2.1. The service provider shall submit a preliminary budget containing the hours and amount to be spent on each case, before work can commence.

2.3. Companies may be invited to deliver a presentation as and when is required.

3. TIMING OF ASSIGNMENT
3.1. All work is to be carried out in accordance with the time schedule as agreed with the Programme manager (also see section 3A of the attached Annexure A).

4. PERFORMANCE MEASURES
4.1. The performance measures for the delivery of the guideline, reports and the models (scenarios) will be closely monitored by the DEA.

5. REPORTING
5.1. The Service Provider will submit fortnightly project progress reports to the Programme manager for the duration of the project.

6. MONITORING PROGRESS ON ASSIGNMENTS
6.1. The Programme manager shall do the ongoing management of the Service agreement.

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

8.1 Bids will be subject to Supply Chain Management Conditions as follows - The Preferential Procurement Policy Framework Act (Act No. 05 of 2000). In accordance with this Act, submissions will be adjudicated in two stages: firstly, on functionality which must be done in terms of the evaluation criteria indicated in section 14 and the minimum threshold referred to in paragraph 9.3 below. A bid must be disqualified if it fails to meet the minimum threshold for functionality as per the bid invitation and secondly, only the qualifying bids will be evaluated in terms of the 90/10 preference points system, where the 90 points will be used for price only and the 10 points are used for HDI ownership and/or for achieving the prescribed RDP goals.

8.2 The proposal should include, amongst others, the following:

8.1.1. A proposed plan of action.
8.1.2. A list of references.
8.1.3. Ability to ensure continuing of staff on the project.
8.1.4. A briefing session will be determined by the department and bidders will be informed of the details accordingly.

9. SPECIAL CONDITIONS

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

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

9.3. Only bidders who score at least (37.5) for the technical information will be preferred.

9.4. Service Providers who do not supply information in respect of HDI preference points or who are found to have supplied incorrect information in the affidavit provided for in the bid documents will be disqualified.
9.5. Service Providers are requested to submit the BEE accreditation certificates from reputable service providers accredited by SANAS (check sanas.co.za), failing which the BEE points claimed will be forfeited.

9.6. Preference will be given to BEE companies or firms with strong BEE partnerships, in order to address South Africa’s socio-economic disparities in line with the Broad Base Black Economic Empowerment legislation. **Suppliers/service providers that do not meet this requirement may be disqualified.**

9.7. A service level agreement shall be signed with the preferred bidder. The successful bidder may not alter its (buy out HDI points) BEE status during the contract period. The DEA reserves the right to terminate the contract should the successful bidder no longer meet the BEE requirement.

9.8. The DEA reserves the right to invite short listed suppliers/companies to present their bid proposals for final decision.

9.9. 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).

10. Suppliers are required to fill the information below:

<table>
<thead>
<tr>
<th>% Management by HDI groups.</th>
<th>Number of consultants from HDI groups working on the project.</th>
</tr>
</thead>
</table>

10. **ADDITIONAL INFORMATION ON BID PROPOSAL**

10.1. The Service Provider should provide details of staff training, highlighting training and development policies and procedures, with specific reference to affirmative action policies and initiatives.

10.2. A breakdown of the hourly tariff inclusive of value-added tax for services rendered. Expenditure incurred without the prior approval of the Programme manager will not be reimbursed.
10.3. In so far as possible, a comprehensive budget, showing the charge out rates of all the staff to be involved in investigations and also including all other costs factors such as traveling.

10.4. How a joint venture (if the bidders are a joint venture between a BEE firm and a non BEE firm) will split the work between the firms. The detail must be such that the DEA can audit the actual work allocation during the delivery to enforce the transfer of skills between the two firms. (The percentage involvement of each company in the joint venture should also be indicated). Please note that all members of the joint venture should sign the contract and are jointly and severally liable for the entire assignment.

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

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

10.7. Traveling costs and time spent or incurred between home and office of consultants and the DEA head office will not be for the account of the DEA.

11. FURTHER INFORMATION

11.1. Should you require any further information in this regard, contact Dr. Y. Peterson at Tel No. (021) 819 - 2450.

12. INFORMATION REQUIRED

12.1. Bid Evaluation can only be done on the basis of information that has been requested. The comprehensiveness of the bid can therefore be decisive in the awarding thereof.

13. PAYMENT TERMS

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

14. EVALUATION CRITERIA

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

<table>
<thead>
<tr>
<th>No.</th>
<th>Category</th>
<th>Total</th>
<th>Score</th>
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<tbody>
<tr>
<td>A.</td>
<td>PRICE</td>
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<td></td>
</tr>
<tr>
<td>B.</td>
<td>FUNCTIONALITY</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.</td>
<td>Bidder understands the brief and the methodology to be employed.</td>
<td>10</td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>A proposed plan of action to achieve the objectives should be submitted for evaluation.</td>
<td>10</td>
<td></td>
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<tr>
<td>3.</td>
<td>Capability, educational background and experience of the project team members to provide the service (submit names and the CV). Assessment of the condensed Curricula Vitae of personnel involved on the projects.</td>
<td>10</td>
<td></td>
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<tr>
<td>4.</td>
<td>The experience in the fields of climate change vulnerability assessment and adaptation. Includes experience in both the public sector and the private sector.</td>
<td>15</td>
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<tr>
<td>5.</td>
<td>Skills Development (Skilling of black employees in companies/other companies) (submit proof).</td>
<td>5</td>
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<td>C.</td>
<td>EQUITY OWNERSHIP</td>
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<tr>
<td>6</td>
<td>Effective Ownership by Black people (broadly defined per BBBEE Act of 2003, as amended).</td>
<td>5</td>
<td></td>
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<tr>
<td>7</td>
<td>Women Equity Ownership</td>
<td>3</td>
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<tr>
<td>8</td>
<td>Disability</td>
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IN EVALUATING THE TECHNICAL INFORMATION CONTAINED IN THE BID, THE EVALUATION COMMITTEE WILL BE GUIDED BY THE FOLLOWING:

- **Bidder's understanding of the brief** – The bid provides a clear indication that the bidder fully understands the purpose and scope of the work and the bidders’ own roles and functions in this regard.

- **Capability** – The bid provides a clear indication that the bidder’s team comprises people with the necessary experience, skills, qualifications, knowledge and skills required to ensure the efficient and effective generation of the required deliverables to the highest standards of quality.

- **Track Record** – The bid provides clear information on previous, relevant projects that confirm that the bidder has the required experience and success track record in the area of general project management and management related projects.

- **Quality of the Bid** – The bid is structured, laid-out, formatted and organised in such a way that the evaluation committee is easily able to access the bid in accordance with the evaluation criteria and are provided with an insight into the quality of deliverables that may be expected from the bidder if successful.

- **Affirmative action** – The bid clearly describes the bidder’s contribution to ensuring transformation through affirmative action programmes and provides insight into the success, or otherwise, of these programmes.

- **Skills transfer** – The bid clearly describes the bidder’s contribution to ensuring the transformation of the environmental management services sector through, among others, mentorship, bursary, on-the job-training and/or other initiatives that successfully transfer skills to historically disadvantaged individuals.
Annexure A

APPOINTMENT OF A SERVICE PROVIDER TO CONDUCT A HAZARD ZONE VULNERABILITY ASSESSMENT OF SOUTH AFRICA'S COAST

DETAILED REQUIREMENTS

1. INTRODUCTION

The Department of Environmental Affairs, through its Branch Oceans and Coasts (O&C) is responsible for the effective management of the South African coast, the extended exclusive economic zone (EEZ)\(^1\) and the Prince Edward Islands\(^2\). As such the Branch is responsible for all matters relating to pollution control; coastal planning, including the implementation of coastal management legislation, compliance and enforcement, information and decision support; protected areas; estuaries; and ocean management, research and conservation. This responsibility has been extended to include the safeguarding the coastal zone from the impacts of climate change (CC).

The Branch invites suitably qualified service providers to submit proposals to undertake the determination of the boundaries and characteristics of the hazard zone for the impacts of harmful natural coastal processes and anticipated CC impacts, including those arising from the ocean to fulfil certain requirements of the Integrated Coastal Management Act (Act 24 of 2008) (hereafter the ICM Act), and the proposed National Climate Change Response Strategy for Coastal Areas in South Africa.

2. BACKGROUND

As the interface between the ocean and land, coastal areas provide many services and benefits to people and are experiencing increased population growth due to perceived economic opportunities. These areas undergo dynamic natural processes, such as erosion and accretion, which over time can cause permanent changes in the profile of beaches. Climate change (CC) is a phenomenon primarily attributed to the activities of human activities, such as the excessive emission of greenhouse gases (GHG) from activities like energy production, industrial enterprises, transport, etc. Some of the primary consequences of CC include increases in both ambient and sea temperatures, increased frequency and intensity of extreme weather events (e.g. storm surges and freak waves), sea level rise (SLR), melting of sea and land ice. Many of these consequences are already manifest and juxtaposed with other natural processes along the coast and in the ocean these could have devastating effects on the natural, socio-economic and built environments. This situation will be further exacerbated by CC impacts, such as changes in wave conditions and ocean circulation, increased levels of flooding and erosion, degradation of coastal ecosystems, rising water tables and salt water intrusion into freshwater systems. Coastal cities, as well as other smaller established coastal communities, are particularly susceptible to SLR and storm surges, making it imperative that all coastal states become prepared through urgent and cost effective action to avoid excessive risk posed by these hazards.

\(^1\) As mandated by the Maritime Zones Act (Act 15 of 1994)
\(^2\) As described by the Prince Edward Islands Act (Act 43 of 1948)
A bona fide coastal state, South Africa (SA) is surrounded on three sides by oceans and more than 3,500 km of coastline of which at least 60% is composed of sandy beaches, whilst the rest are composed of rocky beaches or are of mixed composition. Additionally, much of the coastline also contain a variety of ecosystems/habits, such as wetlands, mangroves, reefs and many important functional estuaries, as well as a rich on and offshore biodiversity. The coast is home to at least 40% of SA's population – with the numbers predicted to grow – and the aesthetic natural beauty with its associated terrestrial attributes serves as a big draw card for both local and international tourists. The coast also provides a wide range of economic opportunities with businesses ranging from subsistence livelihoods to major industries, harbours and ports, on and offshore mining and public services, including supporting infrastructure. It should also be noted that approximately 90% of our trade pass through the various ports around SA. Consequently, it is anticipated that CC will have a tremendous impact on both the environmental and socio-economic (sustainable development components) of the coastal environment. The recent past (approximately 10-20 years) has already demonstrated that SA is not immune to the impacts of CC: (i) Preliminary analyses on sea surface temperatures indicate a 0.4 °C rise in temperature per decade over the last two decades; (ii) sea levels are rising at estimated rates of 1.87 mm.yr⁻¹, 1.47 mm.yr⁻¹ and 2.74 mm.yr⁻¹ on the west, south and east coasts respectively; and (iii) unprecedented storms have been experienced on the entire coastline that caused Billions of Rands worth of damage mostly due to inappropriate developments and bad planning along the coast.

As a signatory to the United Nations Framework for Climate Change Convention (UNFCCC), SA is compelled to give effect to the requirements under the relevant provisions of the Convention⁴. Accordingly, the South African government has embarked upon a process to ensure that this country prepares itself for the inevitable climatic changes by preparing strategies, such as ‘A National Climate Change Response Strategy for South Africa (2004)’. The Branch O&C, in line with its above-mentioned duties, is responsible for developing an Oceans and Coast Climate Change Response Strategy for both the short and long term impacts of coastal CC. This mandate is also strengthened by the requirements imposed by the ICM Act, which requires that CC impacts are considered in all coastal zone activities.

As the implementer of the ICM Act, the Branch: O&C is responsible for providing guidance to all coastal stakeholders. The ICM Act provides that coastal Provinces must establish coastal set-back lines in anticipation of: ensuring responsible and appropriate development; accommodating a changing coastline due to erosion, accretion, storm surges and SLR; preventing inappropriate development and activities that may result in adverse effects on the coastal environment, inclusive of the effects of climate change. The Act aims to establish norms, standards and policies for the achievement of alignment and co-operative governance. Currently all coastal provinces⁵, certain local municipalities⁶ and other public and private institutions are embarking on monitoring,

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3 Cape Town and Durban has been named as two South African cities which are extremely vulnerable by the OECD (Ranking of the world’s cities most at risk to coastal flooding today and in the future: OECD report, 2007)
4 UNFCCC, 1992, Article 4
5 Western Cape, Eastern Cape, Northern Cape, Kwa-Zulu Natal
6 City of Cape Town, eThekwini, Nelson Mandela Bay Municipality, Eden District Municipality
assessing and modelling scenarios for issues relating to SLR, set-back lines, storm surge projections and disaster management protocols, making use of a variety of measurements and methodologies. Inevitably, the adopted approaches have been region specific, and in most cases not replicable, resulting in friction between the various stakeholders involved as the models and methodologies are neither coherent nor comparable.

The demarcation and development of assessment criteria of hazard zones is therefore contingent on the establishment of protocol and methodological norms, as well as nationally accepted and applied standards in the interests of obtaining a uniform approach and nationwide applicability. The Branch: O&C aims to consolidate a complete list of parameters, norms and standards to determine the present state of the oceanic and coastal environments that will serve as a reference to be monitored over time.

The development of the above protocols, norms and standards will thus form the basis for the determination of the hazard zones.

3. PROJECT SPECIFICATIONS

Coastal and oceanic environments around SA are rich in biological diversity and ecosystems which provide a wide variety of services and products to humans making it ideal for habitation and a source for diversified economic opportunities. As such, unabated migration into the coastal zone has resulted in development in areas which are vulnerable to both natural and CC induced impacts.

The service provider is therefore required to develop and submit a proposal which considers these impacts on the biophysical and built, including the socio-economic, environments. Furthermore, the service provider is expected to work within the framework of current national legislation and other national and international legal instruments to ensure that best practice, regarding parameters, norms and standards for demarcating coastal hazard zones, is achieved.

The following sections provide a guideline, but are not limited, to the scope of work that is anticipated from this project:

A. Development of Parameters, Norms and Standards for the Production of a Guideline

This part of the study must be completed within a 9 month period conducted in 3 phases:

a) Phase 1 (3 months):

The preparation of a report based on international and national best practice that considers current norms, measurement standards and methodologies within the context
of coastal hazard determination/coastal hazard zone demarcation, and/or components thereof. These include but are not limited to:

i. SLR modelling projection units;

ii. Zonal or line measurement units for coastal set-backs;

iii. Storm-surge standard projection measurement units;

iv. Zonal determination and evaluation units for emergency evacuation protocols;

v. Standard unit measurements for flood-risk projections;

vi. Standard unit measurements for coastal erosion sensitivity;

vii. Standard unit measurements for dune erosion;

viii. Methodologies for the determination of coastal vulnerability;

ix. Methodologies for the determination of set-back lines; and

x. Protocols for the evaluation of hazard-prone areas.

Phase 1 will include a specialist working session with selected stakeholders to review the first draft of the best practice report.

b) Phase 2 (3 months):

The 2\textsuperscript{nd} draft of the best practice report shall be reviewed and discussed over a working session (over 2-3 days) which will involve a wider group of stakeholders, including representation from national, provincial and local government departments, as well as other experts and NGO's, involved in similar or component-related studies.

These working sessions will be utilised to:

i. Refine the 2\textsuperscript{nd} draft of the best practice guide; and

ii. Obtain consensus from all relevant parties on the national use of a set of norms, standards and protocols for each areas of concern.

The product of the working sessions will be a 1\textsuperscript{st} draft of the guideline on accepted norms, standards and protocols for the use of coastal hazard determination in South Africa.

c) Phase 3 (3 months):

The final phase of this component involves:

i. The review of draft 1 of the guideline by stakeholders;
ii. The submission of the 2nd draft of the guideline to the Branch O&C;

iii. Submission to Mintech Working Group II representatives for review;

iv. The finalisation of the guideline; and

v. The creation of a Desktop Publishing (DTP) layout of the guideline that is ready for commercial printing.

The specific time-frames for all 3 phases are detailed below:

B. Biophysical Coastal and Oceanic Hazard Zone

This part of the study should run concurrently with, and based on the findings of, the ‘Development of Parameters, Norms and Standards’ study above. This part of the study will investigate the biophysical vulnerability of the varying coastlines, such as sandy beaches and floodplains, coastal and offshore ecosystems, benthic, pelagic and land breeding oceanic species, and water and sediment quality and chemistry. This should be done by establishing grids dividing up both the coast and ocean (inclusive of the EEZ) where:

1. Typical coastal landforms and geomorphologies (cliffs, beaches, estuaries, surf-zones, wetlands and dune fields) are characterized; and

2. The extent of appropriate hazard zones can be established, by investigating the effects of changes in SLR, wave and wind climate, extreme storm events, including storm surges, freak waves, river discharges and run-off on the coast,

and incorporating them into an appropriate coastal (and offshore) hazard zone model.

This model should be designed to illustrate various scenarios, accommodating changing circumstances and combinations of variables (for example, the cumulative effect of SLR with a storm surge event), and should identify those areas of the coast that are most susceptible to current and future CC and storm surge impacts. In developing this model, the service provider should also take into consideration the work that has been done both internationally and locally.

Additional considerations for the model include, but are not limited to, the following:

a) Characterise typical coastal landforms and ecosystems

- Rocky shores
- Sandy beaches
- Coastal dune fields
- Wetlands
- Estuaries
- Mangroves
b) Characterise the typical physical attributes of the offshore (oceanic) environment

- Geographical formations (including those for the coastal zone as defined in the ICM Act)
- Reef systems
- Sediment (benthic) chemistry and quality
- Water column (pelagic) chemistry and quality

c) Determine the boundaries of the climate change impacts hazard zone through, for example,

- Offshore bathymetric and substrate data to the 20 m depth, to establish underwater influences.
- Projected flood scenarios for all South African estuaries (1:50 yr flood lines) up to and including the boundary of estuarine influence.
- Use the current High Water Mark to delineate the coastline (NB: Although this component is being conducted as a separate project, it is important that the service provider is aware of it as some of the information gained from this project may be utilised, particularly the norms and standards produced, for the HWM determination).
- Develop guidelines for the demarcation of setback lines and coastal edge through local onshore topography, to delineate the landward extent of the hazard zone

d) Demonstrate, as part of the model, potential physical changes of the coastline with SLR and storm intensification. Consideration should also be given to the probability of the Greenland and Antarctica ice sheets melting and the extent to which this may impact the SA shoreline.

e) Consideration must be given to floods developing in catchment areas during extreme weather events and its impacts when it potentially converges with an oceanic storm event.

f) Identify which parts of the coast are prone to:

- Erosion
- Subsidence of coastal cliffs, coastal aquifers that have been drained of their water and have not been replenished, and the "slumping" or collapse of dunes
- Inundation

and the extent of these impacts.

g) Indicate which ecosystems will be impacted by SLR, an incremental increase in seawater temperatures, salinity increases, and storm surges.
h) Based on the results obtained above, make recommendations on how these impacts could be lessened, through effectively building up long term resistance, and on how best to deal with threatened human populations, species and ecosystems in the coastal zone.

4. DELIVERABLES

The required deliverables are based upon the specifications as presented above and are as follows:

A. Draft Reports

Hazard Zones - Development of Parameters, Norms and Standards for the Production of a Guideline

Please note that Section 3A above contains the process by which the development of these parameters, norms and standards should be reported. However, the following should also be considered:
a) A report of local and international best practise for determining the hazard zones for both the coast and ocean;

b) The service provider is required to make recommendations on a suitable methodology option for determining CHZ. This should include a synopsis of currently available data. These recommendations will be discussed at work sessions;

c) Recommendations agreed upon during the work sessions and those emanating from the desktop study will be implemented and incorporated into the construction of the Branch O&C’s Vulnerability Index. It should be noted, however, that the Branch’s Vulnerability Index study is not part of this study;

d) The draft guideline outlining the proposed hazard zones, including scenarios, should be finalised, including the development of a desktop publishing (DTP) version of guidelines and reports produced.

The Draft report should also include:

e) An overview and evaluation of past sea level states and extreme weather events, such as periodical storms.

f) A draft list of adaptation options for the vulnerable and susceptible coastlines.

g) Define a list of oceans and coasts monitoring parameters for CC and biological, ecosystem functioning and pollution impact. Vulnerability grading system must define potential impact on these parameters such as damage to nesting sites of seabirds or variability in coastal areas to disperse waste water and the consequential impact on water and sediment quality.

B. CHZ Models and Climate Change Scenarios

As alluded to above, international and regional CC models have been shown to be ineffective for predicting local impacts. As part of the CHZ study it is also required that models depicting the vulnerability of the coast to CC at the local level are developed using established principles such as those proposed by the IPCC.

a) The CC model should consider all the potential consequences of CC and develop a minimum of two (2) scenarios in at least two (2) sites per province. These scenarios should also include areas containing the various biophysical aspects representative of the SA coast and consider the current climatic conditions experienced.

b) In addition to the model, a grading system (e.g. H, M, L risk/vulnerability), using agreed upon criteria, should be developed whereby current vulnerability and particularly future susceptibility of the coast can be assessed. Any limitations to the model and/or grading system should be reported so that it can be streamlined accordingly.
C. Stakeholder Engagement:

a) Identify key interested and affected coastal stakeholders, in consultation with the Branch O&C;

b) Specialist working sessions for the review of the draft report on national and international best practice;

c) Working sessions with identified stakeholders on the review of the 2nd draft of the best practice report and obtaining concurrence on selected norms, standards and protocols;

d) Communication with selected stakeholders at the various drafting phases and requests for comment and review;

e) All reports must be made available to the Branch: O&C and stakeholders for comment for a stipulated time period to obtain further comment;

f) Present preliminary findings to the Branch: O&C and identified stakeholders for comments to take forward to the final report;

g) A report on the stakeholder engagement process and findings should accompany the draft report as an appendix to the main report.

D. Other requirements for consideration in this proposal:

a) The data systems and display interface should be user friendly and compatible with systems of the Branch/Department;

b) The service provider should develop an extensive training programme for the proposed software usage and a complete written user guide;

c) The service provider should provide presentations for both internal and external stakeholders;

d) Service providers should provide recommendations on the spatial grid resolution.

E. Final Report

a) The final report and model must incorporate agreed changes and appropriate adjustments to the model and/or draft report(s) (if any).

b) The final report must include recommendations on, but not limited to, the following:

- Appropriate adaptation strategies for the response strategy along the coast;
• International and national best practice on norms, standards and methodologies;
• Nationally utilised and accepted norms, standards, methodologies and/or protocols relating to coastal hazards;
• Where actions to improve current measures combating CC can be focussed
• What measures would enhance the resilience of the biophysical coastal environment in both short and long term.

F. Further considerations

a) The product(s) of this assignment will be subject to peer review.

b) The resultant model(s) of the project must be of a sufficient quality so that it can / should be used as the basis for the purposes of the built environment and socio-economic assessments to be conducted at a later date.

c) The outcomes of this study should be of a sufficient standard for use and/or application by the Branch: O&C and other stakeholders.

d) The outcomes of this study should be of a sufficient standard for use and/or application by provincial authorities for their own purposes.

5. CONDITIONS OF SERVICE

A. Service Level Agreement

a) The successful service provider will be required to sign an appropriate service level agreement (MOA) with the Department. A template of such an agreement is attached and the Department reserves the right to amend and supplement the agreement to the extent it may be relevant to this particular BID.

b) If the service provider and the Department are not able to reach agreement on the terms of the MOA, the Department can withdraw the award of the BID and/or appointment.

c) All intellectual property (IP) developed by the service provider as a result of the contract will be owned by the Department.

d) The appointed service provider will be expected to comply with the relevant provisions of the Public Financial Management Act 1999 (PFMA), which prescribes a 30-day payment period upon receipt and approval of a valid tax invoice. The successful service provider will be expected to comply with the relevant provisions of the PFMA – details of which will be contained in the service level agreement and other financial reporting which the department may require.

e) The Department views the assignment as an opportunity for skills development; therefore the service provider shall be required to accommodate Departmental officials (at the Department’s cost) in the project’s activities.
B. Company Profile

a) The Service Provider(s) must provide a company profile outlining its experience and capacity to perform the assessment as outlined above.

b) Information on the company's equity profile should accompany the proposal.

c) The service provider must provide details on of the relevant qualifications, knowledge, skills, expertise and experience in respect of each member of the project team. Detailed curriculum vitae of each member of each project team member must be attached as an annex to the proposal. Experience and references of similar projects should be reflected and relate to key project activities.

d) Once the service provider has submitted the proposal, any change in the HDI status or ownership of the service provider during the bidding process, which negatively impacts on the evaluation of the bid, prior to or at any time after the award of the bid, must be submitted in writing to the Department which reserves the right to exclude the service provider from the process; or award the bid to another company or to cancel the MOA.

C. Information Management

a) The service provider is responsible for the generation, collection, analysis, interpretation, etc. of all information required for completion of the project. However, the Branch: O&C will make available applicable information in its possession.

b) All decisions, suggestions, recommendations, reports, etc. concerning the project must be submitted in writing to the Branch: O&C project manager. Verbal decisions, suggestions, recommendations, reports, etc. must be confirmed in writing by the service provider within 48 hrs of the verbal communication.

c) Copy right of information obtained and/or developed during the course of the project is the property of the DEA and may not be sold or re-produced by the service provider without prior permission of the DEA.

D. Payment Conditions

a) The service provider must tender set fees in South African Rand (ZAR), inclusive of VAT. These fees should include all anticipated costs associated with the project.

b) No payment will be made where there is outstanding information/work not submitted by the service provider until that outstanding information is submitted. The Department will implement a penalty system for failure to deliver as agreed.
c) Payments will be made as follows:

i. 50% of the bid price after delivery of 50% of the product (draft model(s) and reports)

ii. 45% of the bid price after delivery of 100% of the product (final model and reports)

iii. 5% of the bid price after acceptance of the final product by the Department.

**Note:** A penalty of 5% of the total bid price will be effected against the service provider should agreed upon deadlines not be met.

### E. Commencement and Duration

a) The project will commence following the signing of an agreement between the DEA Branch: O&C and the service provider and after having been duly instructed in writing by the Department's project manager.

b) The duration of the assignment will be one year (1 year) commencing on the day on which the agreed is signed by the last party.

c) Any deviation from the duration stipulated must be motivated for clearly in writing. The Department does not guarantee that such motivations will be accepted.

### F. Reporting

The Department will appoint a project manager to liaise with the service provider and manage the quality of its outputs. An initial meeting will be held between the Branch: O&C and the successful service provider. The service provider will then report on progress as follows:

a) The service provider will submit fortnightly reports on the progress of the project.

b) It is expected that one-on-one meetings should take place at least 4 times during the course of the project life-cycle.

c) In the event that the service provider cannot conduct activities or produce the agreed upon deliverables within the specified timeframes, the service provider must report this immediately to the Branch: O&C project manager including reasons for delay.

* * *
NOTES

The purpose of this document is to:

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

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

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

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

- Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.
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1. Definitions

1. The following terms shall be interpreted as indicated:

1.1 “Closing time” means the date and hour specified in the bidding documents for the receipt of bids.

1.2 “Contract” means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

1.3 “Contract price” means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.

1.4 “Corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.

1.5 “Countervailing duties” are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.

1.6 “Country of origin” means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.

1.7 “Day” means calendar day.

1.8 “Delivery” means delivery in compliance of the conditions of the contract or order.

1.9 “Delivery ex stock” means immediate delivery directly from stock actually on hand.

1.10 “Delivery into consignees store or to his site” means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.

1.11 “Dumping” occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the
1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier’s fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

1.13 “Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.

1.14 “GCC” means the General Conditions of Contract.

1.15 “Goods” means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.

1.16 “Imported content” means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.

1.17 “Local content” means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.

1.18 “Manufacture” means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.

1.19 “Order” means an official written order issued for the supply of goods or works or the rendering of a service.

1.20 “Project site,” where applicable, means the place indicated in bidding documents.

1.21 “Purchaser” means the organization purchasing the goods.

1.22 “Republic” means the Republic of South Africa.

1.23 “SCC” means the Special Conditions of Contract.

1.24 “Services” means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such
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 acquisuting 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;
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.

14.2 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.

15. Warranty

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

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

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

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

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take
such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.

16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.

16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.

16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

17. Prices

17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.

18. Contract amendments

18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.

19. Assignment

19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.

20. Subcontracts

20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

21. Delays in the supplier's performance

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

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

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

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

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

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

22. Penalties

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

23. Termination for default

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

(a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;

(b) if the Supplier fails to perform any other obligation(s) under the contract; or

(c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

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

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

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

INVITATION FOR PROSPECTIVE SERVICE PROVIDERS TO REGISTER ON THE DEPARTMENTAL DATABASE OF SUPPLIERS FOR GOODS AND SERVICES. THE AIM OF THIS DATABASE IS TO INCLUDE AS MANY AS POSSIBLE SMALL BUSINESSES AND HISTORICALLY DISADVANTAGED INDIVIDUALS IN THE PUBLIC SECTOR PROCUREMENT PROCESS.

NB: This form must be accompanied by an original valid tax clearance certificate during registration, application form to register for tax at SARS is also attached for your conveniences.

DETAILS OF APPLICANT

1. NAME OF COMPANY

2. INCOME TAX REGISTRATION NUMBER

   Telephone: 
   Cellphone: 
   Fax nr.: 

3. VAT REGISTRATION NUMBER

4. COMPANY REGISTRATION NUMBER (copy of registration to be attached)

5. POSTAL ADDRESS

   Code

   STREET ADDRESS
6. ANNUAL TURNOVER per annum

R

7. SMME STATUS / BUSINESS ACTIVITIES

- Office stationery, computer consumables and cleaning material
- Printing, layout, design, publications, portfolios and banners
- Office furniture, audiovisual equipment, office equipment and labour saving devices
- Communication specialist (writing and producing of information)
- TV, radio and exhibits production
- Entertainers i.e. dancers, musicians, poets, craftsmanship etc
- Building maintenance: electrical, plumbing, office partitioning, painting, replacement of carpets, pest control etc
- Cleaning service (e.g. steam cleaning of carpets, curtains etc)
- Tracing
- Panel beating
- Event organizers: Conferences and accommodation
- Training and workshops (Project management, customer service, computer training, finance & budgeting, performance management, strategic planning, organizational development and team building, change management, competency test, management development programme, Negotiation skills, presentation skills, professional coaching services)
- Suppliers of aircraft and Helicopters
- Professional services specializing in the following categories:
  - Financial auditing, Forensic Auditing,
  - Feasibility studies, project implementation, determination of norms and norms and standard for the Expanded Public Works Programme (EPWP), development of training programme related to the environment and culture sector of the (EPWP),
  - Service providers who specializes in Waste Management, cleaner production and air quality, geotechnical investigation, archaeological survey, land survey, flood line investigation, environmental impact assessment, quantity survey, environmental engineering,
  - Environmental reporting, geographic information systems and environmental journalists, research compilation and publication of various environmental impact management related to guidelines and public information material, integrated environmental planning, alternative dispute resolution, environmental law,
legislation drafting, facilitation, integrated environmental management, sustainable development indicators and research,

- Environmental impact inspectors for Antarctica and Islands, environmental compliance, monitoring and auditing systems and software development, environmental crime risk and impact assessors, environmental crime liability assessors, environmental management authorization (e.g. landfill permitting),

- Project management and community participation management skills related to community base Natural Resources and land degradation/desertification, researchers related to listing of species and ecosystems researchers in cultural heritage researchers, institutional and legal expert on Biodiversity and Heritage,

- Economic impact assessment, Human Resource analysis of needs in Tourism sector,

- Environmental education specialist, researchers in environmental education, environmental law, environmental management, skills development, needs analysis, providers in capacity building, training and education facilitators, project managers, developers of resource material, designers of posters and promotional plastics

8 THE FOLLOWING SHOULD BE ATTACHED IN THE CASE OF CONSULTANTS:

- CV's OF KEY STAFF
- REFERENCES
- COMPANY PROFILE
- TRACK RECORD
- HOURLY/DAILY RATE
- IN THE CASE OF SUPPLIER OF FURNITURE & STATIONERY, CATALOGUE MUST BE SUPPLIED

9 GENERAL

Payment of suppliers through electronic banking transfer is compulsory (banking details will be requested for payment). The person/company should be able to deliver to the departmental street address.

10 ENQUIRIES

Department of Environmental Affairs
Private Bag X447
Pretoria 0001
Mr T Matheane (012) 310-3133 Fax (012) 320-3328 tmatheane@deat.gov.za

Database Administrator
Ms V Tshivhase Tel (012) 310 3072 Fax (012) 320 3328 vtshivhase@deat.gov.za
"Commodities" Applicants should indicate in the column above, the categories of supplies / services which they would like to be registered for, as well as the specific items under the categories, for instance:

<table>
<thead>
<tr>
<th>Category</th>
<th>Item</th>
</tr>
</thead>
<tbody>
<tr>
<td>Consultancy Service</td>
<td>Financial Management</td>
</tr>
</tbody>
</table>

NB:

1. It shall be the responsibility of the registered supplier/service provider to inform the Department immediately in writing of any change of address, telephone and facsimile numbers and, in particular, of any changes in respect of the equity ownership by historically disadvantaged individuals (HDI Status) and the small / medium / micro enterprise (SMME) status of the business. Should a contract be awarded to a business as a result of incorrect particulars on the HDI/SMME status of that business, the Department shall have the right to, in addition to any other remedy that it may have in terms of the Preferential Procurement Regulations (2001), cancel the contract and to claim damages.

2. The Department reserves the right to enter into term contracts with any supplier (whether registered or not) for any category of goods or services if the frequency of procurement in the particular category warrants a term contract.

SIGNATURE OF AUTHORISED PERSON

DATE: