



## environmental affairs

Department:  
Environmental Affairs  
REPUBLIC OF SOUTH AFRICA

# INVITATION TO BID

BID REFERENCE NUMBER: E1553

THE APPOINTMENT OF A PANEL OF LABORATORIES COVERING NINE PROVINCES ON AN "AS AND WHEN" REQUIRED BASIS FOR A PERIOD OF THREE (3) YEARS

Contact person:

Name: Marie-Louise Lume

Office Telephone No. 0839681203

E-Mail: [mlume@environment.gov.za](mailto:mlume@environment.gov.za)

### NATIONAL TREASURY CENTRAL SUPPLIER DATABASE (CSD) REGISTRATION INFORMATION

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

CLOSING DATE OF THE BID: 20 MARCH 2020 AT 11H00

### COMPULSORY BRIEFING SESSION:

DATE: 11MARCH 2020

TIME: 10H00

VENUE: DEPARTMENT OF ENVIRONMENTAL AFFAIRS  
ENVIRONMENT HOUSE 473 STEVE BIKO ROAD CORNER  
SOUTPANSBERG AND STEVE BIKO ROAD ARCADIA PRETORIA

## PART A INVITATION TO BID

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)</b>					
BID NUMBER:	E1553	CLOSING DATE:	20-03-2020	CLOSING TIME:	11:00
DESCRIPTION	THE APPOINTMENT OF A PANEL OF LABORATORIES COVERING NINE PROVINCES ON AN "AS AND WHEN" REQUIRED BASIS FOR A PERIOD OF THREE (3) YEARS				
<b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)</b>					
Department of Environmental Affairs; The Environment House,					
473 Steve Biko Road; Cnr Soutpansberg and Steve Biko Road, Arcadia Pretoria /Tshwane					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>			<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>		
CONTACT PERSON	Mr Samuel Mofokeng /Koketso Moeng		CONTACT PERSON	Ms Marie-Louise Lume/Mr Grant Walters	
TELEPHONE NUMBER	012 399 9057 / 012 399 9080		TELEPHONE NUMBER	0839681203/012 399 9476	
FACSIMILE NUMBER	N/A		FACSIMILE NUMBER	N/A	
E-MAIL ADDRESS	<a href="mailto:Smofokeng@environment.gov.za">Smofokeng@environment.gov.za</a> / <a href="mailto:kmoeng@ewnviroment.gov.za">kmoeng@ewnviroment.gov.za</a>		E-MAIL ADDRESS	<a href="mailto:mlume@environment.gov.za">mlume@environment.gov.za</a> / <a href="mailto:gwalters@environment.gov.za">gwalters@environment.gov.za</a>	
<b>SUPPLIER INFORMATION</b>					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX]  <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	TICK APPLICABLE BOX]  <input type="checkbox"/> Yes <input type="checkbox"/> No	
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No  [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No  [IF YES, ANSWER PART B:3 ]	
<b>QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NODOES	
THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NOIS THE ENTITY	

LIABLE IN THE RSA FOR ANY FORM OF TAXATION?

☐ YES ☐ NO

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

## PART B

### TERMS AND CONDITIONS FOR BIDDING

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

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

SIGNATURE OF BIDDER: .....

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

DATE: .....

**PRICING SCHEDULE**  
(Professional Services)

NAME OF BIDDER: .....	BID NO: E1553
CLOSING TIME 11h00	CLOSING DATE: 20-03-2020

OFFER TO BE VALID FOR .....90.....DAYS FROM THE CLOSING DATE OF BID.

**DESCRIPTION: THE APPOINTMENT OF A PANEL OF LABORATORIES COVERING NINE PROVINCES ON AN "AS AND WHEN" REQUIRED BASIS FOR A PERIOD OF THREE (3) YEARS.**

\*\*(ALL APPLICABLE TAXES INCLUDED)

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

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

R.....

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

4. PERSON AND POSITION

HOURLY RATE

DAILY RATE

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

R-----  
R-----  
R-----  
R-----  
R-----

5. PHASES ACCORDING TO WHICH THE PROJECT WILL BE COMPLETED, COST PER PHASE AND MAN-DAYS TO BE SPENT

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

R----- days  
R----- days  
R----- days  
R----- days

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

DESCRIPTION OF EXPENSE TO BE INCURRED

RATE

QUANTITY

AMOUNT

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

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

TOTAL: R.....

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

Name of Bidder: .....

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

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

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

\*[DELETE IF NOT APPLICABLE]

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Any enquiries regarding bidding procedures may be directed to the –

Department of Environmental Affairs

Contact Person: Mr Samuel Mofokeng / Mr Koketso Moeng

Tel: (012) 399 9057 or (012) 399 9080

E-mail: [SMofokeng@environment.gov.za](mailto:SMofokeng@environment.gov.za) or [kmoeng@environment.gov.za](mailto:kmoeng@environment.gov.za)

Or for technical information –

Contact persons:

Name: Marie-Louise Lume

Office Telephone No. 0839681203

E-Mail: [mlume@environment.gov.za](mailto:mlume@environment.gov.za)

Name: Mr Grant Walters

Office tel: 012 399 9476

Email: [gwalters@environment.gov.za](mailto:gwalters@environment.gov.za)

**ANNEXURE B****SBD 4****DECLARATION OF INTEREST**

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

<sup>1</sup>"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.

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

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

2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member: .....

Name of state institution at which you or the person connected to the bidder is employed : .....

Position occupied in the state institution: .....

Any other particulars:

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

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

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

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

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

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

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

2.8.1 If so, furnish particulars:

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

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

2.9.1 If so, furnish particulars.

.....



YES/NO

.....

.....

.....

YES/NO

.....

.....

.....

[illegible]

**4 DECLARATION**

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

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

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of bidder

November 2011

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

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

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

### 1. GENERAL CONDITIONS

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

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

1.2

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

1.3 Points for this bid shall be awarded for:

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

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

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

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

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

## 2. DEFINITIONS

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

### 3. POINTS AWARDED FOR PRICE

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

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

80/20

or

**90/10**

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

Where

Ps = Points scored for price of bid under consideration

$P_t$  = Price of bid under consideration

$P_{min}$  = Price of lowest acceptable bid

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

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

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

## 5. BID DECLARATION

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

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

- 6.1 B-BBEE Status Level of Contributor: . = maximum 20 points  
(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.)

## 7. SUB-CONTRACTING

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

(***Tick applicable box***)

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

- 7.1.1 If yes, indicate:

- What percentage of the contract will be subcontracted.....%
- The name of the sub-contractor.....
- The B-BBEE status level of the sub-contractor.....
- Whether the sub-contractor is an EME or QSE

(***Tick applicable box***)

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

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

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

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

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

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

8.2 VAT \_\_\_\_\_ registration  
number:.....

8.3 Company \_\_\_\_\_ registration  
number:.....

**8.4 TYPE OF COMPANY/ FIRM**

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

[TICK APPLICABLE BOX]

**8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

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

**8.6 COMPANY CLASSIFICATION**

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

[TICK APPLICABLE BOX]

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

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

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

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

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

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

WITNESSES

- 1. ....
- 2. ....

.....  
SIGNATURE(S) OF BIDDERS(S)

DATE: .....

ADDRESS .....

.....

.....

## DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? <b>(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</b>  The Database of Restricted Suppliers now resides on the National Treasury's website( <a href="http://www.treasury.gov.za">www.treasury.gov.za</a> ) and can be accessed by clicking on its link at the bottom of the home page.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
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)? <b>The Register for Tender Defaulters can be accessed on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
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 <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	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?	Yes <input type="checkbox"/>	No <input type="checkbox"/>



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

SBD 8

**CERTIFICATION**

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

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

.....  
**Signature**

.....  
**Date**

.....  
**Position**

.....  
**Name of Bidder**

Js365bW

**SBD 9****CERTIFICATE OF INDEPENDENT BID DETERMINATION**

- 1 This Standard Bidding Document (SBD) must form part of all bids<sup>1</sup> 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).<sup>2</sup> 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:

<sup>1</sup> Includes price quotations, advertised competitive bids, limited bids and proposals.

<sup>2</sup> 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.

**SBD 9****CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid:

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(Bid Number and Description)

in response to the invitation for the bid made by:

---

(Name of Institution)

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

I certify, on behalf of: \_\_\_\_\_ that:

(Name of Bidder)

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

**SBD 9**

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium<sup>3</sup> 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.

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

**SBD 9**

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

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

Js914w 2



## environmental affairs

Department:  
Environmental Affairs  
**REPUBLIC OF SOUTH AFRICA**

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

### TERMS OF REFERENCE

TERMS OF REFERENCE FOR THE APPOINTMENT OF A PANEL OF LABORATORIES COVERING NINE PROVINCES ON AN "AS AND WHEN" REQUIRED BASIS FOR A PERIOD OF THREE (3) YEARS

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## 1. PURPOSE

- 1.1. To appoint a panel of laboratories to render laboratory services for the Department as well as the interpretation of the results covering nine (9) provinces on an "as and when" required basis for a period on three (3) years.
- 1.2. These terms of reference detail the specific qualifications, skills and experience requirements, the work that will be expected to be performed as well as other relevant contractual and working arrangements that will apply.
- 1.3. Offers will be accepted from Accredited service providers or companies that propose to provide the required services for a province where they are capable of providing the required resources and equipment.

## 2. INTRODUCTION AND BACKGROUND

- 2.1. The DEA, provincial environmental departments and other provincial and municipal organs of the state employ Environmental Management Inspectorates (EMI), a network of environmental enforcement officials from various national, provincial and municipal government departments created by National Environmental Management Act (NEMA) of 2008.
- 2.2. The mandate and functions of EMI
  - 2.2.1 EMI must see to it that environmental legislation is followed and enforced. The EMIs have the powers to:
    - Investigate: question witnesses, inspect and remove articles, take photographs and audiovisual recordings, take samples and remove waste
    - Inspect: enter premises to ascertain whether legislation is being followed and seize evidence of criminal activity
    - Enforce: search premises, containers, vessels, vehicles, aircraft and pack animals; seize evidence and contraband; establish road blocks and make arrests.
    - Administrate: issue enforcement notices and admission of guilt fines
  - 2.2.2 The EMIs are not empowered to prosecute cases in court. All cases continue to be handed over to the National Prosecuting Authority (NPA) for prosecution. The EMIs therefore work closely with prosecutor's country wide to ensure the successful prosecution of offenders.
  - 2.2.3 The Environmental Management Inspectorate entered into a Standard Operating Procedure (SOP) with the South African Police Services ("SAPS") in 2012. This SOP essentially allows Environmental Management Inspectors ("EMIs") to undertake criminal investigations on behalf of the SAPS in relation to environmental crime which falls within the mandates of the respective environmental authorities.
  - 2.2.4 As a result, the SAPS regularly refers cases to the various environmental authorities in order for the investigative service to be undertaken on behalf of the SAPS, and only in cases where this capacity exists.
  - 2.2.5 In all criminal investigations and prosecutions, the burden of proof lies with the State in order to establish whether an offence was committed beyond all reasonable doubt. This entails proof to be submitted which indicates whether or not contamination or pollution exists as well as the extent (significance) thereof. This



can only be done in most cases by various accredited laboratories (testing for pollution in various media) by following a very specific sampling methodology.

2.2.6 The chemical analyses of samples in a pollution case have several constraints. Certain of these relevant to the matter at hand are as follows:

- The sample needs to be taken as soon as the EMI becomes aware of the problem. Chemical evidence is frequently transient, for example chemicals poured into a fast-flowing river. In addition, perpetrators may attempt to remove or interfere with evidence if they are aware that they are under investigation. The delay in obtaining the order number for sample analyses will then frustrate the objective of the analyses as there will be nothing to sample;
- Samples cannot be taken on one day and analysed several weeks later, as many of the pollutants in question degrade rapidly or are volatile. Therefore, if there is a long delay between the taking and the analysing of the sample, the sample becomes worthless and the EMI's would have lost crucial evidence. This ultimately means that those that were affected by the damaging causing activity will never be held accountable;
- Samples cannot be analysed by individuals who do not possess the relevant qualifications (Environmental Health Practitioner or Environmental Lab Technician or equivalent) and the relevant experience in the field. Samples must be analysed by laboratories that are capable of maintaining the chain of custody as per the criminal procedure. This will ensure traceability throughout the process, from sampling to analyses and the presentation of the evidence in court;
- The Forensic Science Laboratory of the SAPS is unable to do many of the environmental analyses required by the EMI's, including but not limited to microbiological analyses, water quality parameters, phenols, diesel- and gasoline-range organics or quantified analyses of trace elements;
- The service providers must make available field workers or staff working out doors to collect samples within five (5) working days in case of an emergency services and within 10 working days in case of normal services.
- The results must be made available to the EMI's as soon as possible and/or within the confirmed delivery days after collection of samples from the field. If the analyses are not provided to the EMI's then no action can be taken, and we will fail in our mandated obligations and duties to protect the environment from degradation and the local community from the affects thereof;
- Together with the analyses, we also require an interpretation of the results of the analyses as well as the provision of expert testimony in the criminal courts;

2.2.7 Based upon the discussion above, it is clear that chemical and special analyses as well as interpretation of the results is necessary to fulfil our mandate, and that the samples when taken, must be analysed within the acceptable period or as soon as possible and those results and interpretation provided to the EMI's.

2.2.8 However, the standard procurement process, while being acceptable for standard purchases, does not readily allow flexibility when an environmental crime incident is reported. Many laboratories will also not analyse or even accept a sample without an order number having been issued. In order to effectively deal with the investigation a sample of the affected medium is required as a matter of extreme urgency which the purchase order system does not allow for, as one would need to draft a submission for approval,

source accredited service providers on the Central Service Database, allow an opportunity to submit quotations, obtain all the necessary signatures, submit all the necessary paperwork by following the log 2 process and then wait for the order number to be generated. As time progresses, the sample will degrade and vital evidence will most probably be lost.

- 2.2.9 Therefore, it is proposed that a number of accredited laboratories are approved so that EMI's are allowed access to these different labs as and when they are needed and to ensure that investigative work is not compromised. This will then allow the EMI's to have samples analysed, obtain the results and interpretation thereof and act immediately to bring perpetrators to justice and issue directives to achieve environmental remediation. It will also relieve the administrative burden on EMI's as Enforcement EI&P has had no chief user clerk and with the exception of the Director's PA has no administrative staff to deal with these issues as and when they are reported.

### 3. OBJECTIVES

- 3.1. The list of service providers to be included in the panel of laboratories will need to be SANAS accredited must be able to analyse samples from different media (e.g. Soil, water, sludge, sea water, air). The analyses will also need to be interpreted against acceptable standards. The service provider (s) may be required to defend the analyses and the interpretation thereof in a court of law, and hence chain of custody protocol needs to be followed.

### 4. SCOPE AND EXTENT OF WORK

- 4.1. The accredited service providers will be expected to gather, test and analyse samples under the guidance of DEA.
- 4.2. SANAS accredited laboratories are invited to submit their proposals for inclusion on the panel if capable of doing the following analyses:
- 4.2.1 Inorganic analyses
  - 4.2.2 Organic analyses
  - 4.2.3 Microbiological analyses
  - 4.2.4 Gravimetric analyse
  - 4.2.5 Elements ICP-OES analyses
  - 4.2.6 Total calculations
  - 4.2.7 Bacteriological analyses
  - 4.2.8 Waste classification in terms of SANS 10234
  - 4.2.9 Any other analyses not mentioned above
- 4.3. Bidders to indicate provinces and district where they can provide the above services.

Gauteng	North West	Free State	Limpopo	KZN	Eastern Cape	Northern Cape	Western Cape	Mpumalanga

District List Name (s)	District List Name (s)	District List Name (s)	District List Name (s)	District List Name (s)	District List Name (s)	District List Name (s)	District List Name (s)	District List Name (s)

#### 4.4 Delivery of Samples

Province	Within 7 days from the date of collecting Samples from the field	Above 7 days and within 10 days from the date of collecting Samples from the field	Above 10 days and within 15 days from the date of collecting Samples from the field	Above 15 days and within 21 days from the date of collecting Samples from the field	Above 21 days and within 30 days from the date of collecting Samples from the field	Above 30 days from the date of collecting Samples from the field
Gauteng						
North West						
Free State						
Limpopo						
KZN						
Eastern Cape						
Northern Cape						
Western Cape						
Mpumala nga						

#### 5. EXPECTED DELIVERABLES / OUTCOMES

The appointed laboratories must

Description	Verifiable Indicator	Means of Verification
<ul style="list-style-type: none"> <li>- Supply sampling containers</li> <li>- Receive samples for analyses</li> <li>- Provide proof of chain of custody</li> <li>- Provide sample analyses report attached to an affidavit</li> <li>- Interpretation of the results in a</li> </ul>	Analyse sample according to SANAS	Output document containing analyses, proof of SANAS accreditation, proof of chain of custody as well as interpretation of results

Description	Verifiable Indicator	Means of Verification
<p>form of an affidavit</p> <ul style="list-style-type: none"> <li>- In the interpretation of the results, the service provider will have to demonstrate the level of confidence in their results in terms of acceptable levels of deviation</li> <li>- The service provider may be required to defend the analyses and the interpretation thereof in a court of law.</li> <li>- The service provider needs to provide emergency services within 5 working days and normal service within 10 working days</li> </ul>		

## 6. PERIOD / DURATION OF PROJECT / ASSIGNMENT

- 6.1. Project will be completed within 3 years after the signing of the SLA by all parties. The award will be per province on an “as and when” required basis, provided they have the necessary capability and accreditation.

## 7. DEA PANEL UTILISATION

- 7.1. The panel of service providers will be used to provide support to EMIs for specific projects on an “as and when” required basis. The inclusion on the panel does not imply a guaranteed contract for work.
- 7.2. The selection of service providers from the panel per province will be on a competitive basis, where members of the panel will be provided with the specific task for required services.
- 7.3. The members of the panel who are suitable for such work will be identified based on the relevant expertise as will be specified in the task for required services.
- 7.4. The proposals will be evaluated as per the criteria that will be set out of the task (s) and DEA reserves the right to hold interviews with the prospective service provider as part of the evaluation process.
- 7.5. DEA reserves the right to inspect the proposed Laboratory offices in order to ensure that Lab equipment is maintained in an orderly and safe fashion and ensure accreditation is up to date

## 8. BID SUBMISSION REQUIREMENTS:

- 8.1. Bidders should ensure that the following submission requirements, which will be needed for evaluation purposes are included in their bid proposal and are as follows:

- 8.1.1. Bidders technical proposal cover page indicating the number of provinces and districts to be covered during the assignment. This must be supported by evidence of office address for the Laboratory allocated in the selected province and district.
- 8.1.2. Provide a copy of original certified ISO/IEC 17025 – Accreditation Certificate.
- 8.1.3. Evidence that the Laboratory are accredited by the South African National Accreditation System (SANAS).
- 8.1.4. A certified copy of the relevant tertiary qualification or equivalent from a member from a recognised institution. Bidders are expected to ensure that nominated personnel with foreign qualifications submit South African Qualifications Authority (SAQA) Certificate with the bid submission for evaluation. **Failure to do so will render the resource nominated not being allocated points and scoring zero (0).**
- 8.1.5. The information in the CV of the proposed expert (s) – interpreter of results and the reviewer should include relevant experience in the chosen area of expertise demonstrating the required competency.
- 8.1.6. Only one (1) CV per category of expertise required will be evaluated, in the event that more are submitted, the first will be evaluated and scored as the published criteria.
- 8.1.7. Project reference specifying the role played by the bidder in the listed projects or assignments, project value and the duration of the project (start and end date).
- 8.1.8. Standard bidding documents (SBD1, 2, 3.3, 4, 6.1, 8 and 9).
- 8.1.9. Tax compliance status requirements and/or Central Supplier Database (CSD) number or report.
- 8.1.10. Certified copies of identity documents of directors and shareholders of the company.
- 8.1.11. Entity registration Certificate (CK1).
- 8.1.12. Letter of Authority to sign documents on behalf of the company.
- 8.1.13. Attendance of compulsory briefing session. Bidders must submit an original signed certificate of attendance to briefing session that will be issued after the briefing session.

## 9. COMPULSORY BRIEFING SESSION

- 9.1. A Compulsory briefing session will take place on Wednesday, 11<sup>th</sup> of March 2020 at 10h00. Tenders should meet at 10h00 at DEA Head Office, 473 Steve Biko Road, Pretoria. This is a compulsory briefing session and original certificate of attendance will be circulated to bidders, which must be submitted together with the bid document on or before closing date and time. **Failure to attend a compulsory briefing session will lead to an immediate disqualification**

## 10. COSTING / COMPREHENSIVE BUDGET

- 10.1. Inorganic Analyses – Price Exclusive of VAT

Inorganic Analyses	Unit	Price per Batch Gauteng	Price per Batch North West	Price per Batch Free State	Price per Batch Limpopo	Price per Batch KZN	Price per Batch Eastern Cape	Price per Batch Northern Cape	Price per Batch Western Cape	Price per Batch Mpumalanga
Alkalinity	10 Batch	R	R	R	R	R	R	R	R	R
<b>Sub - Total (Alkalinity)</b>		R	R	R	R	R	R	R	R	R

Inorganic Analyses	Unit	Price per Batch Gauteng	Price per Batch North West	Price per Batch Free State	Price per Batch Limpopo	Price per Batch KZN	Price per Batch Eastern Cape	Price per Batch Northern Cape	Price per Batch Western Cape	Price per Batch Mpumalanga
Cl	10 Batch	R	R	R	R	R	R	R	R	R
Sub - Total (Cl)		R	R	R	R	R	R	R	R	R
SO4	10 Batch	R	R	R	R	R	R	R	R	R
Sub - Total (SO4)		R	R	R	R	R	R	R	R	R
NO3	10 Batch	R	R	R	R	R	R	R	R	R
Sub - Total (NO3)		R	R	R	R	R	R	R	R	R
PO4	10 Batch	R	R	R	R	R	R	R	R	R
Sub - Total (PO4)		R	R	R	R	R	R	R	R	R
NH4	10 Batch	R	R	R	R	R	R	R	R	R
Sub - Total (NH4)		R	R	R	R	R	R	R	R	R
Fluoride	10 Batch	R	R	R	R	R	R	R	R	R
Sub - Total (Fluoride)		R	R	R	R	R	R	R	R	R
PH	10 Batch	R	R	R	R	R	R	R	R	R
Sub - Total (PH)		R	R	R	R	R	R	R	R	R
Conductivity	10 Batch	R	R	R	R	R	R	R	R	R
Sub - Total (Conductivity)		R	R	R	R	R	R	R	R	R
Ca	10 Batch	R	R	R	R	R	R	R	R	R
Sub - Total (Ca)		R	R	R	R	R	R	R	R	R
Mg	10 Batch	R	R	R	R	R	R	R	R	R
Sub - Total (Mg)		R	R	R	R	R	R	R	R	R
Na	10 Batch	R	R	R	R	R	R	R	R	R
Sub - Total (Na)		R	R	R	R	R	R	R	R	R
K	10 Batch	R	R	R	R	R	R	R	R	R
Sub - Total (K)		R	R	R	R	R	R	R	R	R
Fe	10 Batch	R	R	R	R	R	R	R	R	R
Sub - Total (Fe)		R	R	R	R	R	R	R	R	R
Al	10 Batch	R	R	R	R	R	R	R	R	R
Sub - Total (Al)		R	R	R	R	R	R	R	R	R
Mn	10 Batch	R	R	R	R	R	R	R	R	R
Sub - Total (Mn)		R	R	R	R	R	R	R	R	R
Total Hardness	10 Batch	R	R	R	R	R	R	R	R	R

Inorganic Analyses	Unit	Price per Batch Gauteng	Price per Batch North West	Price per Batch Free State	Price per Batch Limpopo	Price per Batch KZN	Price per Batch Eastern Cape	Price per Batch Northern Cape	Price per Batch Western Cape	Price per Batch Mpumalanga
Sub - Total (Total Hardness)		R	R	R	R	R	R	R	R	R
Total Dissolved Solids	10 Batch	R	R	R	R	R	R	R	R	R
Sub - Total (Total Dissolved Solids)		R	R	R	R	R	R	R	R	R
Fluoride	10 Batch	R	R	R	R	R	R	R	R	R
Sub - Total (Fluoride)		R	R	R	R	R	R	R	R	R
Cr	10 Batch	R	R	R	R	R	R	R	R	R
Sub - Total (Cr)		R	R	R	R	R	R	R	R	R
Cu	10 Batch	R	R	R	R	R	R	R	R	R
Sub - Total (Cu)		R	R	R	R	R	R	R	R	R
Ni	10 Batch	R	R	R	R	R	R	R	R	R
Sub - Total (Ni)		R	R	R	R	R	R	R	R	R
Pb	10 Batch	R	R	R	R	R	R	R	R	R
Sub - Total (Pb)		R	R	R	R	R	R	R	R	R
Zn	10 Batch	R	R	R	R	R	R	R	R	R
Sub - Total (Zn)		R	R	R	R	R	R	R	R	R
Cd	10 Batch	R	R	R	R	R	R	R	R	R
Sub - Total (Cd)		R	R	R	R	R	R	R	R	R
Co	10 Batch	R	R	R	R	R	R	R	R	R
Sub - Total (Co)		R	R	R	R	R	R	R	R	R
Cr6+	10 Batch	R	R	R	R	R	R	R	R	R
Sub - Total (Cr6+)		R	R	R	R	R	R	R	R	R
NH <sub>3</sub>	10 Batch	R	R	R	R	R	R	R	R	R
Sub - Total (NH <sub>3</sub> )		R	R	R	R	R	R	R	R	R
Ar	10 Batch	R	R	R	R	R	R	R	R	R
Sub - Total (Ar)		R	R	R	R	R	R	R	R	R
COD	10 Batch	R	R	R	R	R	R	R	R	R
Sub - Total (COD)		R	R	R	R	R	R	R	R	R
CN	10 Batch	R	R	R	R	R	R	R	R	R
Sub - Total (CN)		R	R	R	R	R	R	R	R	R
Hg	10 Batch	R	R	R	R	R	R	R	R	R

Inorganic Analyses	Unit	Price per Batch Gauteng	Price per Batch North West	Price per Batch Free State	Price per Batch Limpopo	Price per Batch KZN	Price per Batch Eastern Cape	Price per Batch Northern Cape	Price per Batch Western Cape	Price per Batch Mpumalanga
Sub - Total (Hg)		R	R	R	R	R	R	R	R	R
pH	10 Batch	R	R	R	R	R	R	R	R	R
Sub - Total (pH)		R	R	R	R	R	R	R	R	R

## 10.2. Microbiological – Price Exclusive of VAT

Microbiological	Unit	Price per Batch Gauteng	Price per Batch North West	Price per Batch Free State	Price per Batch Limpopo	Price per Batch KZN	Price per Batch Eastern Cape	Price per Batch Northern Cape	Price per Batch Western Cape	Price per Batch Mpumalanga
T. Coliforms	10 Batch	R	R	R	R	R	R	R	R	R
Sub - Total (T. Coliforms)		R	R	R	R	R	R	R	R	R
E.Coli	10 Batch	R	R	R	R	R	R	R	R	R
Sub - Total (E.Coli)		R	R	R	R	R	R	R	R	R
Heterotrophic plate count	10 Batch	R	R	R	R	R	R	R	R	R
Sub - Total (Heterotrophic plate count)		R	R	R	R	R	R	R	R	R
Faecal Coliforms	10 Batch	R	R	R	R	R	R	R	R	R
Sub - Total (Faecal Coliforms)		R	R	R	R	R	R	R	R	R

## 10.3. Organic Analyses – Price Exclusive of VAT

Organic Analyses	Unit	Price per Batch Gauteng	Price per Batch North West	Price per Batch Free State	Price per Batch Limpopo	Price per Batch KZN	Price per Batch Eastern Cape	Price per Batch Northern Cape	Price per Batch Western Cape	Price per Batch Mpumalanga
Benzene	10 Batch	R	R	R	R	R	R	R	R	R
Sub - Total (Benzene)		R	R	R	R	R	R	R	R	R
Toluene	10 Batch	R	R	R	R	R	R	R	R	R
Sub - Total (Toluene)		R	R	R	R	R	R	R	R	R
Ethyl Benzene	10 Batch	R	R	R	R	R	R	R	R	R
Sub - Total (Ethyl Benzene)		R	R	R	R	R	R	R	R	R
M+P Xylene	10 Batch	R	R	R	R	R	R	R	R	R
Sub - Total (M+P Xylene)		R	R	R	R	R	R	R	R	R
O-Xylene (BTEX)	10	R	R	R	R	R	R	R	R	R



Organic Analyses	Unit	Price per Batch Gauteng	Price per Batch North West	Price per Batch Free State	Price per Batch Limpopo	Price per Batch KZN	Price per Batch Eastern Cape	Price per Batch Northern Cape	Price per Batch Western Cape	Price per Batch Mpumalanga
	Batch									
Sub - Total (O-Xylene (BTEX))		R	R	R	R	R	R	R	R	R
Diesel range organics	10 Batch	R	R	R	R	R	R	R	R	R
Sub - Total (Diesel range organics)		R	R	R	R	R	R	R	R	R
Petroleum Hydrocarbons	10 Batch	R	R	R	R	R	R	R	R	R
Sub - Total (Petroleum Hydrocarbons)		R	R	R	R	R	R	R	R	R
PCB's	10 Batch	R	R	R	R	R	R	R	R	R
Sub - Total (PCB's)		R	R	R	R	R	R	R	R	R

## 10.4. Air – Price Exclusive of VAT

Air	Unit	Price per Batch Gauteng	Price per Batch North West	Price per Batch Free State	Price per Batch Limpopo	Price per Batch KZN	Price per Batch Eastern Cape	Price per Batch Northern Cape	Price per Batch Western Cape	Price per Batch Mpumalanga
PM <sub>2.5</sub>	10 Batch	R	R	R	R	R	R	R	R	R
Sub - Total (PM <sub>2.5</sub> )		R	R	R	R	R	R	R	R	R
PM <sub>10</sub>	10 Batch	R	R	R	R	R	R	R	R	R
Sub - Total (PM <sub>10</sub> )		R	R	R	R	R	R	R	R	R
CO	10 Batch	R	R	R	R	R	R	R	R	R
Sub - Total (CO)		R	R	R	R	R	R	R	R	R
SO <sub>2</sub>	10 Batch	R	R	R	R	R	R	R	R	R
Sub - Total (SO <sub>2</sub> )		R	R	R	R	R	R	R	R	R
NO <sub>x</sub> Expressed as NO <sub>2</sub>	10 Batch	R	R	R	R	R	R	R	R	R
Sub - Total (NO <sub>x</sub> Expressed as NO <sub>2</sub> )		R	R	R	R	R	R	R	R	R
HCl	10 Batch	R	R	R	R	R	R	R	R	R
Sub - Total (HCl)		R	R	R	R	R	R	R	R	R
HF	10 Batch	R	R	R	R	R	R	R	R	R
Sub - Total (HF)		R	R	R	R	R	R	R	R	R
Pb+As+Sb+Cr+Co+Cu+Mn+Ni+V	10 Batch	R	R	R	R	R	R	R	R	R
Sub - Total (Pb+As+Sb+Cr+Co+Cu+Mn+Ni+V)		R	R	R	R	R	R	R	R	R

Air	Unit	Price per Batch Gauteng	Price per Batch North West	Price per Batch Free State	Price per Batch Limpopo	Price per Batch KZN	Price per Batch Eastern Cape	Price per Batch Northern Cape	Price per Batch Western Cape	Price per Batch Mpumalanga
Hg	10 Batch	R	R	R	R	R	R	R	R	R
Sub - Total (Hg)		R	R	R	R	R	R	R	R	R
Cd+Tl	10 Batch	R	R	R	R	R	R	R	R	R
Sub - Total (Cd+Tl)		R	R	R	R	R	R	R	R	R
TOC	10 Batch	R	R	R	R	R	R	R	R	R
Sub - Total (TOC)		R	R	R	R	R	R	R	R	R
NH <sub>3</sub>	10 Batch	R	R	R	R	R	R	R	R	R
Sub - Total (NH <sub>3</sub> )		R	R	R	R	R	R	R	R	R
PCDD/PCDF	10 Batch	R	R	R	R	R	R	R	R	R
Sub - Total (PCDD/PCDF)		R	R	R	R	R	R	R	R	R
SO <sub>x</sub>	10 Batch	R	R	R	R	R	R	R	R	R
Sub - Total (SO <sub>x</sub> )		R	R	R	R	R	R	R	R	R
F as HF	10 Batch	R	R	R	R	R	R	R	R	R
Sub - Total (F as HF)		R	R	R	R	R	R	R	R	R
H <sub>2</sub> S	10 Batch	R	R	R	R	R	R	R	R	R
Sub - Total (H <sub>2</sub> S)		R	R	R	R	R	R	R	R	R
BTEX	10 Batch	R	R	R	R	R	R	R	R	R
Sub - Total (BTEX)		R	R	R	R	R	R	R	R	R

## 10.5. Others – Price Exclusive of VAT

Others	Unit	Price per Batch Gauteng	Price per Batch North West	Price per Batch Free State	Price per Batch Limpopo	Price per Batch KZN	Price per Batch Eastern Cape	Price per Batch Northern Cape	Price per Batch Western Cape	Price per Batch Mpumalanga
LC <sub>50</sub>	10 Batch	R	R	R	R	R	R	R	R	R
Sub - Total (LC <sub>50</sub> )		R	R	R	R	R	R	R	R	R
EBC <sub>50</sub>	10 Batch	R	R	R	R	R	R	R	R	R
Sub - Total (EBC <sub>50</sub> )		R	R	R	R	R	R	R	R	R
FFA Toxicity	10 Batch	R	R	R	R	R	R	R	R	R
Sub - Total (FFA Toxicity)		R	R	R	R	R	R	R	R	R
Asbestos	10 Batch	R	R	R	R	R	R	R	R	R
Sub - Total (Asbestos)		R	R	R	R	R	R	R	R	R

Others	Unit	Price per Batch Gauteng	Price per Batch North West	Price per Batch Free State	Price per Batch Limpopo	Price per Batch KZN	Price per Batch Eastern Cape	Price per Batch Northern Cape	Price per Batch Western Cape	Price per Batch Mpumalanga
(a) Amosite;	10 Batch	R	R	R	R	R	R	R	R	R
<b>Sub - Total (Amosite)</b>		R	R	R	R	R	R	R	R	R
(b) chrysotile;	10 Batch	R	R	R	R	R	R	R	R	R
<b>Sub - Total (chrysotile)</b>		R	R	R	R	R	R	R	R	R
(c) crocidolite;	10 Batch	R	R	R	R	R	R	R	R	R
<b>Sub - Total (crocidolite)</b>		R	R	R	R	R	R	R	R	R
(d) fibrous actinolite;	10 Batch	R	R	R	R	R	R	R	R	R
<b>Sub - Total (fibrous actinolite)</b>		R	R	R	R	R	R	R	R	R
(e) fibrous anthophyllite	10 Batch	R	R	R	R	R	R	R	R	R
<b>Sub - Total (fibrous anthophyllite)</b>		R	R	R	R	R	R	R	R	R
(f) fibrous tremolite,	10 Batch	R	R	R	R	R	R	R	R	R
<b>Sub - Total (fibrous tremolite)</b>		R	R	R	R	R	R	R	R	R
Extraction of metals at low levels mg/l from sea water	10 Batch	R	R	R	R	R	R	R	R	R
<b>Sub - Total (Extraction of metals at low levels mg/l from sea water)</b>		R	R	R	R	R	R	R	R	R

**NOTE: ALL PRICES QUOTED WILL REMAIN FIRM FOR THE FIRST TWELVE (12) MONTHS, COMMENCING FROM THE DATE OF THE CONTRACT OR INCEPTION DATE. AFTER ANNIVERSARY DATE, PRICE INCREASE WILL BE BASED ON THE CONSUMER PRICE INDEX (CPI)**

## 11. EVALUATION AND SELECTION CRITERIA

11.1. DEA has set the minimum standards that bidders need to meet in order to be selected as acceptable bidder and/or successful bidder. Minimum standards consist of the following:

11.1.1. **Phase 1 – Administrative Compliance:** During the administrative compliance phase, proposals will be pre-screened to determine compliance with tax matters, CSD registration, submission of complete and duly signed Standards Bidding Documents (SBD) and other requirements as indicated below

Document to be submitted	Requirement	Non-submission may result in disqualification?
Signed hard copy proposal delivered to DEA tender box before closing date and time	Non-submission of the hardcopy bid proposal will lead to disqualification.	YES

Document to be submitted	Requirement	Non-submission may result in disqualification?
Electronic copy of the proposal	The completed tender document shall be scanned page by page and saved in .pdf format on a CD submitted with the documents. (Soft Copy)	NO
Invitation to bid – SBD 1	Complete and sign the supplied form	YES
Compliance with the Tax requirements	A valid Tax Clearance Certificate	YES
Central Supplier Database (CSD) Registration Report or CSD Registration number	Bidders must register on Central Database System and submit the Report as confirmation of registration. The successful bidders will be expected to be registered on CSD at the closing date of the bid. In the event that the supplier is not registered on CSD, this will result in disqualification.	YES
Declaration of Interest – SBD 4	Complete and sign the supplied pro forma document.	YES
Preference Point Claim Form – SBD 6.1 and B-BBEE certificate or B-BBEE Affidavit	Complete and sign the supplied pro forma document.	NO
Declaration of bidder's past Supply Chain Management practices – SBD 8	Complete and sign the supplied pro forma document.	YES
Certificate of Independent bid Determination – SBD 9	Complete and sign the supplied pro forma document.	YES
Attendance of compulsory briefing session.	Bidders must submit an original signed certificate of attendance to briefing session that will be issued after the briefing session.	YES

11.1.2. **Phase 2 – Mandatory Requirements:** Only bidders that have met the requirements for administrative compliance (Phase 1) will be evaluated for mandatory requirements. The bidder must complete the section below by answering yes or no and attach proof of the required accreditation.

Requirement	Comply: Yes or No
ISO/IEC 17025 accreditation which details the quality policies and procedures required of an accredited laboratory. All laboratories are accredited by the South African National Accreditation System (SANAS)	

11.1.3. **Phase 3 – Functionality Criteria:** Only bidders that have met the mandatory (Phase 2) will be evaluated on functionality criteria. Bid proposals will be evaluated strictly in accordance with the bid evaluation criteria stipulated in this section of the terms of reference. Bid proposals will be evaluated for functionality and only those who meet the minimum threshold of 75% per province/district will qualify to be placed onto the panel.

11.1.4. Bidders will not rate themselves, but need to ensure that all information is supplied as required. DEA Bid Evaluation Committee (BEC) will evaluate and score all responsive bids submitted by the bidders.

11.1.5. The following values/indicators will be applicable when evaluating functionality

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

**Proposed Functional Evaluation Criteria**

GUIDELINES FOR CATEGORY CRITERIA	FUNCTIONALITY (To be determine by project managers in line with scope of work): (GUIDELINES FOR CRITERIA APPLICATION)		Weight	Value/ Indicator	Total (Weight X Value awarded)
Company profile and the number of programmes or projects managed by the entity	Projects Profile supported by reference letters		20		
	Number of relevant projects completed or current				
	Number of relevant projects managed by entity	Indicator			
	More than 7 programmes or projects	5			
	6 to 7 programmes or projects	4			
	4 to 5 programmes or projects	3			
	2 to 3 programmes or projects	2			
	2 to 3 programmes or projects	1			
	1 programme/project	0			
Company experience and track record of projects of similar nature	Experience of the Organisation/Entity - Please See "Contents of Company Profile		20		
	Relevant Years of company/entity Experience.				
	Number of relevant projects managed by entity	Indicator			
	More than 8 years	5			
	More than 7 years but less than 8 years	4			
	More than 4 years but less than 6 years	3			
	More than 3 years but less than 4 years	2			
	More than 1 year but less than 3 year	1			
	Less than 1 year	0			
Qualification of the Interpreter of results assigned to the project	Bidder (s) are required to demonstrate that they have the necessary resources with relevant qualification(s) to undertake and successfully complete the project.		10		
	Bidder (s) should submit curriculum vitae for the Interpreter of the results as the proposed key personnel. Curriculum vitae are to include specific details of these individuals including, inter alia, relevant experience and qualifications.				
	Qualifications – Principal				
	Qualifications of Key Personnel to be assigned to the project (Interpreter)	Indicator			
	Master or Doctor	5			
	Honours degree/ Postgraduate Diploma	4			
	Degree/ B Tech	3			
	Three Year National Diploma	2			
	Diploma or certificate	1			
	Matric	0			

GUIDELINES FOR CATEGORY CRITERIA	FUNCTIONALITY (To be determine by project managers in line with scope of work): (GUIDELINES FOR CRITERIA APPLICATION)		Weight	Value/ Indicator	Total (Weight X Value awarded)
Qualification of the Reviewer assigned to the project	Bidder (s) are required to demonstrate that they have the necessary resources with relevant qualification(s) to undertake and successfully complete the project.		10		
	Bidder (s) should submit curriculum vitae for the reviewer as the proposed key personnel. Curriculum vitae are to include specific details of these individuals including, inter alia, relevant experience and qualifications.				
	Qualifications of Key Personnel to be assigned to the project (Interpreter)	Indicator			
	Master or Doctor	5			
	Honours degree/ Postgraduate Diploma	4			
	Degree/ B Tech	3			
	Three Year National Diploma	2			
	Diploma	1			
	Matric	0			
Technical Capability/expertise and track record of Interpreter of Results	Bidder (s) should submit curriculum vitae for the Interpreter of Results proposed. Curriculum vitae are to include relevant experience and details such as start and end date of these individuals' skills including, inter alia, relevant experience and qualifications.		15		
	Work Experience - Interpreter of Results	Indicator			
	More than 8 years	5			
	More than 7 years but less than 8 years	4			
	More than 4 years but less than 6 years	3			
	More than 3 years but less than 4 years	2			
	More than 1 year but less than 3 year	1			
	Less than 1 year	0			
Technical Capability/expertise and track record of the Reviewer	Bidder (s) should submit curriculum vitae for the Reviewer proposed. Curriculum vitae are to include relevant experience and details such as start and end date of these individuals' skills including, inter alia, relevant experience and qualifications.		15		
	Work Experience – Reviewer	Indicator			
	More than 8 years	5			
	More than 7 years but less than 8 years	4			
	More than 4 years but less than 6 years	3			
	More than 3 years but less than 4 years	2			
	More than 1 year but less than 3 year	1			
	Less than 1 year	0			
Delivery of samples results	The Tenderer must commit on the delivery date of the samples results after collecting samples from the field		10		

GUIDELINES FOR CATEGORY CRITERIA	FUNCTIONALITY (To be determine by project managers in line with scope of work): (GUIDELINES FOR CRITERIA APPLICATION)		Weight	Value/ Indicator	Total (Weight X Value awarded)
	<b>Delivery Days of Samples Results</b>	<b>Indicator</b>			
	Within 7 days from the date of collecting Samples from the field	5			
	Above 7 days and within 10 days from the date of collecting Samples from the field	4			
	Above 10 days and within 15 days from the date of collecting Samples from the field	3			
	Above 15 days and within 21 days from the date of collecting Samples from the field	2			
	Above 21 days and within 30 days from the date of collecting Samples from the field	1			
	Above 30 days from the date of collecting Samples from the field	0			
Total points on functionality			100		

#### 11.1.6. Phase 4: Preference Point System (80/20)

11.1.6.1. The **third phase** is to perform an evaluation of Price and BBEE on the bidders, that successful qualified on the technical functionality evaluation, i.e. bidders who achieved a minimum score of 75%.

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

11.1.6.3. As this is a panel, DEA will appoint the highest scoring bidders to the panel per province. Provisionally, it is envisaged that the panel will consist of a maximum of 10 Service Providers consisting of the **10 TOP RANKED ON PRICE AND B-BBEE**. The final number of contractors appointed to the panel will be dependent on the quality of tenders submitted, the resultant scores achieved and the rates (prices) submitted by the respective bidders.

## 12 CALCULATING OF POINTS FOR B-BBEE STATUS LEVEL OF CONTRIBUTION

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

PRICE	80	
B-BBEE Status Level Contributor		Number of points (80/20)
1		20
2		18

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

## 12.2 Requirements for B-BBEE

- a) Bidders must submit original and valid B-BBEE Status Level Verification Certificate or certified copies thereof, issued by **SANAS** only. The Exempted Micro Enterprise that do not have B-BBEE certificate must submit an original/ certified copy of the DTI sworn affidavit in terms of Codes of good practice certified by Commissioner of Oath together with their bids, to substantiate their B-BBEE claims.
- b) A trust, consortium or joint venture must submit a consolidated B-BBEE Status Level Verification Certificate for every separate bid to substantiate their B-BBEE rating claims. Bidders who do not submit B-BBEE Status Level Verification Certificates or are non-compliant contributors to B-BBEE do not qualify for preference points for BBEE but should not be disqualified from the bidding process.
- c) They will score points out of 80 for price only and zero (0) points out of 20 for BBEE. The points scored by a tenderer for B-BBEE contribution must be added to the points scored for price and should be rounded off to the nearest two decimal places.
- d) A bidder will not be awarded the points claimed for B-BBEE status level of contribution if it is indicated in the bid documents that such a bidder intends subcontracting more that 25% of the contract value to any other enterprise that does not qualify for at least the same number of points that the bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.
- e) Only service providers that need the mandatory requirements and score 75% on functionality will be eligible for enlistment on the panel of laboratories.

## 13 SPECIAL CONDITIONS OF CONTRACT

- 13.1 The performance measures for the delivery of the (specify the type of work you expect from the service provider/s) will be closely monitored by DEA.
- 13.2 The Service Provider/s will submit a full analyses report for samples analysed together with an interpretation report within 20 working days after samples were received for the duration of the project or within 5 days for urgent matters. Failure to submit the required reports on time may result in penalties.



- 13.3 The Programme manager shall do the ongoing performance management of the Service agreement.
- 13.4 The Service Provider/s must guarantee the presence of the senior in charge of fieldwork throughout the duration of the contract. Prior to the appointment of a replacement, the Programme Manager must approve such appointment. If the senior has to leave the project, a period of at least a month is required, in which the senior must work parallel with the next person (senior consultant with similar expertise and equal years of experience) appointed able to transfer skills and knowledge.
- 13.5 All the conditions specified in the General Conditions of Contract (GCC) will apply and where the conditions in the special conditions of contract contradicts the conditions in the general conditions of contract the special conditions of contract will prevail.
- 13.6 Please take note that DEA is not bound to select any of the firms submitting proposals. DEA reserves the right not to award any of the bids and not to award the contract to the lowest bidding price during competitive bidding process.
- 13.7 DEA will not be held responsible for any costs incurred by the bidder in the preparation, presentation and submission of the bids.
- 13.8 Travelling costs and time spent or incurred between home and office of consultants and DEA office will not be for the account of DEA.
- 13.9 Intellectual property rights will belong to DEA (Only applicable if necessary) e.g. Source codes, reports, printing etc.
- 13.10 DEA reserves the right to award the contract to one or more than one service provider or only part thereof e.g. (per District / Municipality or Province) (Must be mentioned if applicable and must be specific)
- 13.11 Before any work can commence the service level agreement must be signed by both parties (DEA and the successful bidder) as well as the issue of an official order and should there be any dispute regarding the finalisation of the agreement, DEA reserves the right to cancel the contract with no cost implications for the Department.
- 13.12 A trust, consortium or joint venture must submit a consolidated B-BBEE Status Level Verification Certificate for every separate bid to substantiate their B-BBEE rating claims.
- 13.13 Public entities and tertiary institutions must also submit B-BBEE Status Level Verification Certificates together with their bids.
- 13.14 A bidder will not be awarded the points claimed for B-BBEE status level of contribution if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the contract value to any other enterprise that does not qualify for at least the same number of points that the bidder qualifies for unless the intended sub-contractor is an EME (Exempted Micro Enterprise) that has the capacity and the ability to execute the sub-contract.
- 13.15 A contractor is not allowed to sub-contract more than 25% of the contract value to another enterprise that does not have equal or higher B-BBEE status level, unless the intended sub-contractor is an EME (Exempted Micro Enterprise) that has the capability and ability to execute the sub-contract.

- 13.16 Prospective suppliers and / or public entities interested in pursuing opportunities with the Department and within the South African government must register on the National Treasury Central Supplier Database.
- 13.17 Prospective suppliers and / or public entities must provide the department with their CSD registration number on submission of their bid proposals including those of sub-contractors and/ or joint venture companies.
- 13.18 Any supplier who is not registered on CSD during an award stage of the tender will not be considered.
- 13.19 DEA project manager will be responsible to monitor the rotation of laboratories.

#### **14 SUB-CONTRACTING CONDITIONS/ REQUIREMENTS**

- 14.1 In a case whereby sub-contracting is not set as a pre-qualification criterion, however the tenderer is intending to sub-contract portion of work, such tenderer awarded a contract may only enter into sub-contracting arrangements with the approval of the department.
- 14.2 In relation to a designated sector, a contractor will not be allowed to subcontract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 14.3 A tenderer will not be awarded the points claimed for B-BBEE status level of contribution or contract if it is indicated in the bid documents that such a bidder intends subcontracting more than 25% of the contract value to any other enterprise that does not qualify for at least the same number of points that the bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.
- 14.4 The contractor is not allowed to sub-contract more than 25% of the contract value to another enterprise that does not have equal or higher B-BBEE status level, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.

#### **15 PAYMENT TERMS**

- 15.1 DEA undertakes to pay out in full or as per deliverables within 30 (thirty) days all valid claims for work done to its satisfaction upon presentation of a substantiated claim and the required reports stipulated in special conditions. No payment will be made where there is outstanding information/work not submitted by the Service Provider/s until that outstanding information is submitted.

#### **16 TECHNICAL ENQUIRIES**

- 16.1 Should you require any further information in this regard, please do not hesitate to contact: -  
 Name: Marie-Louise Lume  
 Office Telephone No. 0839681203  
 E-Mail: [mlume@environment.gov.za](mailto:mlume@environment.gov.za)



# **THE NATIONAL TREASURY**

**Republic of South Africa**



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## **GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT**

**July 2010**

# **GOVERNMENT PROCUREMENT**

## **GENERAL CONDITIONS OF CONTRACT**

### **July 2010**

#### **NOTES**

The purpose of this document is to:

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

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

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

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## **General Conditions of Contract**

### **1. Definitions**

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

RSA.

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



obligations of the supplier covered under the contract.

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

## **2. Application**

- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

## **3. General**

- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from [www.treasury.gov.za](http://www.treasury.gov.za)

## **4. Standards**

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

## **5. Use of contract documents and information; inspection.**

- 5.1 The supplier shall not, without the purchaser’s prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser’s prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier’s performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier’s records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

## **6. Patent rights**

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

**7. Performance security**

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

**8. Inspections, tests and analyses**

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

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

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

## **9. Packing**

- 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

## **10. Delivery and documents**

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

## **11. Insurance**

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

## **12. Transportation**

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

## **13. Incidental services**

- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
  - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
  - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

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

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

#### **14. Spare parts**

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

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

#### **15. Warranty**

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

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

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

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

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

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

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| <b>16. Payment</b>                              | <p>16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.</p> <p>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.</p> <p>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.</p> <p>16.4 Payment will be made in Rand unless otherwise stipulated in SCC.</p>   |
| <b>17. Prices</b>                               | <p>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.</p>  |
| <b>18. Contract amendments</b>                  | <p>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.</p>   |
| <b>19. Assignment</b>                           | <p>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.</p>   |
| <b>20. Subcontracts</b>                         | <p>20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.</p>   |
| <b>21. Delays in the supplier's performance</b> | <p>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.</p> <p>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.</p> <p>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.</p> <p>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</p> |

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

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

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

## **22. Penalties**

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

## **23. Termination for default**

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

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

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

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

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

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

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

23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:

- (i) the name and address of the supplier and / or person restricted by the purchaser;
- (ii) the date of commencement of the restriction
- (iii) the period of restriction; and
- (iv) the reasons for the restriction.

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

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

#### **24. Anti-dumping and countervailing duties and rights**

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

may be due to him

**25. Force Majeure**

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

**26. Termination for insolvency**

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

**27. Settlement of Disputes**

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

**28. Limitation of liability**

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



- (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
- 29. Governing language** 29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
- 30. Applicable law** 30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
- 31. Notices** 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
- 32. Taxes and duties** 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
- 33. National Industrial Participation Programme (NIP)** 33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
- 34 Prohibition of Restrictive practices** 34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
- 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

- 34.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

Js General Conditions of Contract (revised July 2010)



# DEPARTMENT OF ENVIRONMENTAL AFFAIRS

## BAS ENTITY MAINTENANCE FORM

### Head Office Only

Date Received \_\_\_\_\_  
 Safetynet Capture \_\_\_\_\_  
 Safetynet Verified: \_\_\_\_\_  
 BAS/LOGIS Capt \_\_\_\_\_  
 BAS/LOGIS Auth \_\_\_\_\_  
 Supplier No. \_\_\_\_\_

### The Director General

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

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

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

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

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

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

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

### Company / Personal Details

Registered Name	
Trading Name	
Tax Number	
VAT Number	
Title:	
Initials:	
Full Names	
Surname	
Persal Number	

### Address Detail

	Physical	Postal
Address		
( Compulsory if Supplier )		
Postal Code		

### New Detail

☐ New Supplier information ☐ Update Supplier information

Supplier Type: ☐ Individual ☐ Department ☐ Partnership  
☐ Company ☐ Trust  
☐ CC ☐ Other ( Specify )

Department Number

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**NB: All relevant fields must be completed**