

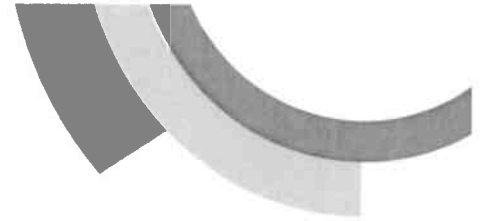
Province of the  
**EASTERN CAPE**  
ECONOMIC DEVELOPMENT,  
ENVIRONMENTAL AFFAIRS & TOURISM

Ref: *[reference number]*  
Tel: 043 605 7153 | Fax: 086 511 7610

Contact Person: *[Hlokoma Mtshotshisa]*  
| Email: Hlokoma.mtshotshisa @dedea.gov.za  
www.dedea.gov.za

## INVITATION TO BID

<b>Bid No.</b>	<b>SCMU- PP09-24/25-02</b>
<b>Bid Description</b>	<b>APPOINTMENT OF A SUITABLE SERVICE PROVIDER TO REVIEW EASTERN CAPE COASTAL MANAGEMENT PROGRAMME</b>
<b>Venue where Tender Box is allocated</b>	Ground floor, corner of Mc Lean and Downing Street, Old Standard Bank Building, King Williams Town
<b>Date for compulsory briefing session</b>	<b>03 May 2024 at 10h00</b>
<b>Venue for compulsory briefing session</b>	<b>Ground floor Boardroom Palm Square, Bonza Bay Road, Beacon Bay, East London</b>
<b>Bid Closing Date &amp; Time</b>	<b>13 May 2024 at 11H00</b>
<b>Queries related to the bid must be address to the following:</b>	
<b>Technical Terms of Reference:</b>	Mr. Xolanai Nikelo  Email: Xolani.nikelo@dedea.gov.za All technical enquiries must be forwarded to the above e-mail address
<b>SCM related enquiries:</b>	Ms Hlokoma Mtshotshisa 043 605 7153 Email: Hlokoma.mtshotshisa@dedea.gov.za
<b>Conditions</b>	<ul style="list-style-type: none"><li>• Bids should be in a sealed envelope clearly marked with the above bid number, description and Department of Economic Development and Environmental Affairs</li><li>- The ECBD forms and all other forms relating to this bid must be</li></ul>



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[www.dedea.gov.za](http://www.dedea.gov.za)

	<p><b>completed and signed in the original in ink.</b></p> <ul style="list-style-type: none"><li>- <b>Forms with photocopies signatures or other such reproduction may be rejected.</b></li><li>- <b>Bids by telegraph, facsimile, electronically or other similar apparatus will not be accepted.</b></li></ul>
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Suppliers who are interested to the tender must ensure that their company is registered with Centralised Supplier Database (CSD).

The Department may not conclude any contract with the service provider that is not registered with CSD, failure to register with CSD may invalidate your proposal

Bidder: Failure to comply with this requirement will be regarded as no responsive and will be disqualified

Failure to attend compulsory briefing session will be regarded as non-responsive and will be disqualified

**PART A  
INVITATION TO BID**

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)</b>			
BID NUMBER:	CLOSING DATE:	CLOSING TIME:	
DESCRIPTION			
<b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).</b>			
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)			
<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			
	TCS PIN:	OR	CSD No:
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes <input type="checkbox"/> No	B-BBEE STATUS LEVEL SWORN AFFIDAVIT	<input type="checkbox"/> Yes <input type="checkbox"/> No
IF YES, WHO WAS THE CERTIFICATE ISSUED BY?			
AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) AND NAME THE APPLICABLE IN THE TICK BOX	<input type="checkbox"/>	AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)	
	<input type="checkbox"/>	A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS)	
	<input type="checkbox"/>	A REGISTERED AUDITOR NAME:	
<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 BELOW]
SIGNATURE OF BIDDER	.....	DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)			
TOTAL NUMBER OF ITEMS OFFERED	TOTAL BID PRICE (ALL INCLUSIVE)		
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:</b>		<b>TECHNICAL INFORMATION MAY BE DIRECTED TO:</b>	
DEPARTMENT/ PUBLIC ENTITY		CONTACT PERSON	
CONTACT PERSON		TELEPHONE NUMBER	
TELEPHONE NUMBER		FACSIMILE NUMBER	
FACSIMILE NUMBER		E-MAIL ADDRESS	
E-MAIL ADDRESS			

**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 ONLINE	
1.3. BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: ( BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES). B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.	
1.4. WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MAY NOT BE SUBMITTED WITH THE BID DOCUMENTATION. B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.	
1.5. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER LEGISLATION OR SPECIAL CONDITIONS OF CONTRACT.	
<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 VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.	
2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.	
2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.	
2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER.	
2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.	
<b>3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>	
3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN, IT IS NOT A REQUIREMENT TO OBTAIN A TAX COMPLIANCE STATUS / TAX COMPLIANCE SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.	

NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

**PRICING SCHEDULE**  
(Professional Services)

NAME OF BIDDER: .....	Bid No: PP09-24/25-02
CLOSING TIME 11:00	CLOSING DATE: 13 May 2023

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

ITEM	DESCRIPTION	BID PRICE IN RSA CURRENCY
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**NO APPOINTMENT OF A SUITABLE SERVICE PROVIDER TO REVIEW COASTAL MANAGEMENT PROGRAMME**

**\*\* (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
-----	.....	.....	R.....
-----	.....	.....	R.....
-----	.....	.....	R.....
-----	.....	.....	R.....

TOTAL: R.....

Name of Bidder: .....

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

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

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]

Any enquiries regarding bidding procedures may be directed to the –  
Hlokoma Mtshotshisa  
043 605 7153  
hlokoma.mtshotshisa@dedea.gov.za

for technical information –  
Mr. Xolani Nikelo  
[Xolani.Nikelo@dedea.gov.za](mailto:Xolani.Nikelo@dedea.gov.za)

All enquiries must be forwarded to the above e-mail address.

**Economic Development, Environmental Affairs and Tourism,**  
corner of Mc Lean and Downing Street,  
**Old Standard Bank Building,**  
**King William's Town,**  
**5600**

## BIDDER'S DISCLOSURE

### 1. PURPOSE OF THE FORM

Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

Where a person/s are listed in the Register for Tender Defaulters and / or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

### 2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest<sup>1</sup> in the enterprise, employed by the state? **YES/NO**

2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

Full Name	Identity Number	Name of State institution

2.2 Do you, or any person connected with the bidder, have a relationship

---

<sup>1</sup> the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.

with any person who is employed by the procuring institution? **YES/NO**

2.2.1 If so, furnish particulars:

.....  
.....

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract? **YES/NO**

2.3.1 If so, furnish particulars:

.....  
.....

**3 DECLARATION**

I, \_\_\_\_\_ the \_\_\_\_\_ undersigned, (name)..... in submitting the accompanying bid, do hereby make the following statements that I certify to be true and complete in every respect:

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 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>2</sup> will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring

<sup>2</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.



institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

- 3.6 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.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....  
Signature Date

.....  
Position Name of bidder

**PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL  
PROCUREMENT REGULATIONS 2022**

This preference form must form part of all tenders invited. It contains general information and serves as a claim form for preference points for specific goals.

**NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022**

**1. GENERAL CONDITIONS**

1.1 The following preference point systems are applicable to invitations to tender:

- 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 **To be completed by the organ of state**

*(delete whichever is not applicable for this tender).*

- a) The applicable preference point system for this tender is the 90/10 preference point system.
- b) The applicable preference point system for this tender is the 80/20 preference point system.
- c) Either the 90/10 or 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

- (a) Price; and
- (b) Specific Goals.

1.4 **To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

	<b>POINTS</b>
<b>PRICE</b>	80
<b>SPECIFIC GOALS</b>	
HDI black people	5
HDI women	5

HDI youth	5
HDI living in Eastern Cape province (Provide proof of address -Lease agreement/ utility bill/ Permission to occupy)	5
<b>Total points for Price and SPECIFIC GOALS</b>	<b>100</b>

- 1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

## 2. DEFINITIONS

- (a) “**tender**” means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) “**price**” means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) “**rand value**” means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) “**tender for income-generating contracts**” means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) “**the Act**” means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

## 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

### 3.1. POINTS AWARDED FOR PRICE

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

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

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

80/20                      or                      90/10

Where

$P_s$  = Points scored for price of tender under consideration

$P_t$  = Price of tender under consideration

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

### 3.2. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

#### 3.2.1. POINTS AWARDED FOR PRICE

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

$$P_s = 80 \left( 1 + \frac{P_t - P_{max}}{P_{max}} \right) \text{ or } P_s = 90 \left( 1 + \frac{P_t - P_{max}}{P_{max}} \right)$$

Where

$P_s$  = Points scored for price of tender under consideration

$P_t$  = Price of tender under consideration

$P_{max}$  = Price of highest acceptable tender

### 4. POINTS AWARDED FOR SPECIFIC GOALS

4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

(a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or

(b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the

90/10 and 80/20 preference point system.

**Table 1: Specific goals for the tender and points claimed are indicated per the table below.**

*(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.*

*Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)*

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)

**DECLARATION WITH REGARD TO COMPANY/FIRM**

4.3. Name of company/firm.....

4.4. Company registration number: .....

4.5. TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
- One-person business/sole propriety
- Close corporation

- Public Company
- Personal Liability Company
- (Pty) Limited
- Non-Profit Company
- State Owned Company

[TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I 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 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
  - (a) disqualify the person from the tendering 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 tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted 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, if deemed necessary.

<p>.....</p> <p><b>SIGNATURE(S) OF TENDERER(S)</b></p>
<p><b>SURNAME AND NAME:</b> .....</p>
<p><b>DATE:</b> .....</p>
<p><b>ADDRESS:</b> .....</p> <p>.....</p> <p>.....</p> <p>.....</p>

# 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.



## TABLE OF CLAUSES

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7. Performance security
8. Inspections, tests and analysis
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22. Penalties
23. Termination for default
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25. Force Majeure
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27. Settlement of disputes
28. Limitation of liability
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30. Applicable law
31. Notices
32. Taxes and duties
33. National Industrial Participation Programme (NIPP)
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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. Inspection, tests, and analyses

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

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

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

**9. Packing**

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

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

**10. Delivery and documents**

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

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

**11. Insurance**

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

**12. Transportation**

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

**13. Incidental services**

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

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

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

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

#### 14. Spare parts

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

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

#### 15. Warranty

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

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

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

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

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

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

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



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

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

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

## **22. Penalties**

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

## **23. Termination for default**

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

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

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

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

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

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

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

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

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

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

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

may be due to him

- 25. Force Majeure**
- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.
- 26. Termination for insolvency**
- 26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.
- 27. Settlement of Disputes**
- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
  - (b) the purchaser shall pay the supplier any monies due the supplier.
- 28. Limitation of liability**
- 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

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

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

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Ref: EC\_CMP/ToR2024-26



**TERMS OF REFERENCE FOR THE REVIEW AND UPDATING OF THE EASTERN CAPE PROVINCIAL COASTAL MANAGEMENT PROGRAMME IN TERMS OF THE NATIONAL ENVIRONMENTAL MANAGEMENT: INTEGRATED COASTAL MANAGEMENT ACT (ACT NO. 24 OF 2008) (ICM ACT) AS AMENDED**

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## 1. INTRODUCTION AND BACKGROUND INFORMATION

The Department of Economic Development, Environmental Affairs and Tourism (DEDEAT) is the designated Provincial Lead Agency (PLA) for coastal management in the Province in terms of Section 38(1) of the National Environmental Management: Integrated Coastal Management Act (Act No. 24 of 2008) as amended (ICM Act). The ICM Act requires that there must at all times be a PLA in that is responsible to an MEC at all times in the Province. One of the functions of the functions of the PLA is to provide coordination of coastal management activities in the Province. In order to ensure a coordination of coastal management activities, the ICM Act further requires that, each of the 4 coastal provinces must have a Coastal Management Programme (CMP).

The Provincial Coastal Management Programme is a requirement in terms of Section 46 of the ICM Act. The CMP must serve as a policy directive in terms of which the coast zone must be managed, and it must provide for an integrated, coordinated and uniform approach coastal management in the Province. The CMPs must be reviewed every five years according to the ICM Act.

The second generation of the Eastern Cape Provincial Coastal Management Programme was approved by the MEC in 2014. Given that a CMP has a legal life span of 5 years, the Eastern Cape CMP became legally outdated in 2019. Further, a number of government programmes were initiated post the development and related approval of the Eastern Cape's CMP. These include Operation Phakisa (Oceans Economy), District Development Programme, Eastern Seaboard Development etc. It becomes important then, that the CMP of the Province incorporates these and any other policies and plans as they relate to the coastal environment and socioeconomic priorities.

It is proposed that the new Eastern Cape CMP must provide a coastal management policy directive and priority implementation strategies over a 10-year horizon and a 5-year midterm review in order to allow for maximum implementation.

In view of this background, the Department seeks to appoint a suitably qualified and experienced Service Provider over a period of 18 months, to assist the Department with the review and updating of the Eastern Cape Provincial Coastal Management Programme, in line with the ICM Act. The appointed Service Provider will be expected to fulfil the deliverables outlined in this document.

## 2. OBJECTIVES, SCOPE OF WORK AND DELIVERABLES

The objective of this document is to present the Terms of Reference for the appointment of a suitable independent Service Provider that will support the Department in undertaking the review of Eastern Cape Provincial CMP (2014) and to update the CMP for the Province, in accordance with the requirements of the ICM Act. The successful service provider will be expected to fulfil the following scope of work.

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## 2.1. OBJECTIVE 1: INCEPTION MEETING & PROJECT STEERING COMMITTEE

- Service provider will be required to organize and attend a Project Inception Meeting (PIM) with the project team of the Department. The purpose of the PIM is to clarify the project outcomes, finalize scope of work and the project plan. The Service Provider will be expected to produce an Inception Report, following the attendance of PIM, which report will also serve as the first Project Progress Report. Thereafter, project progress reports must be submitted every two months.
- A Project Steering Committee (PSC) will be established, where the appointed Service Provider will be expected to organize and participate bi-monthly (every months) meetings. The Service Provider will be expected to assume the secretariat services for the PSC and DEDEAT will Chair the meetings of the PSC.

## 2.2. OBJECTIVE 2: GAP ANALYSIS & SITUATIONAL ASSESSEMENT

The appointed service provider will be expected to undertake the review the existing Eastern Cape CMP and to establish the effectiveness of the implementation of this CMP. This process will amongst others, include reviewing reports of the Department, interviewing officials of the Department, Sector Departments, Entities and coastal municipalities.

The appointed service provider will also be expected to undertake a review of applicable legislation, current plans, strategies and policies that affect coastal management Nationally, Provincially and at a Municipal level. A review of the socioeconomic context of the Eastern Cape as well as any other relevant literature, including the plans of emerging sectors such as Oceans Economy, Eastern Seaboard Development, the relevant Climate Change Response / Adaptation Plans etc.

A lot of the information and / or data required for the scoping phase is available in form of reports, programmes, strategies, plans etc. within various organs of state (Nationally, Provincial and Locally). Therefore, the appointed service provider will be expected to consult with these relevant organs of state in order to obtain such information and / or data. In this regard, a government stakeholder engagement meeting must be held in order to introduce the Project to the all public sector stakeholders for the purpose of facilitating the contribution of relevant information for review process.

The Scoping Phase output will be a Scoping Report, which as a minimum, should include information on:

- Legislative instruments that are currently applicable to the effective management of the coastal zone, including existing and planned management strategies / plans;
- Provide an overview of the structure, functioning and state of the Eastern Cape coast.
- Describe in a socio-economic context (demographic, economic profile, etc.) and the level of dependence of communities on coastal resources. This should also include an assessment of the opportunities and constraints that exist for the realization of the full potential of the Eastern Cape coast;
- Biodiversity and Conservation Planning (Protected Areas, protected environment, etc.);

- Provincially significant cultural and heritage resources.
- Projected climatic changes that could affect the Eastern Cape Coast;
- Identify and depict on a map of existing and planned strategic infrastructure and development nodes (e.g. roads, renewable energy sites etc.) along the Eastern Cape coast;
- Current institutional structures governing coastal management at a National, Provincial and District Level;
- Analysis of opportunities and threats or gaps that exist in the existing strategies, plans, policies and the general governance of the Eastern Cape's coastal zone.

#### 2.2.1. BELOW IS A SUMMARY OF DELIVERABLES THAT MUST BE COMPLETED FOR THE SCOPING PHASE

- Consultations with key organs of state (DFFE, DEDEAT & District Municipalities) on regarding the progress in the implementation of the current CMP.
- A consultative workshop with all relevant organs of the state (e.g. Department of Public Works & Infrastructure, CoGTA, DFFE) for the purpose of introducing the project and obtaining the necessary information / data
- Publish or broadcast review and updating of the EC CMP in at least two newspapers and / or radio stations that have coverage in the whole of the Province.
- Prepare a draft Scoping Report for approval by the PSC for public review
- Convene 3 Public Workshops (1 Virtual and 2 Physical) to present, receive comments on the draft Scoping Report. The workshops should also be used as a Vision and Objective setting or review platform for the updated CMP.
- Final Scoping Report must be submitted to the PSC for final approval.

#### 2.3. OBJECTIVE 3: CMP DEVELOPMENT

Following the compilation and approval of the of the Scoping Report by the PSC, the appointed service provider will be expected draft an updated Coastal Management Programme for the Eastern Cape that fulfils the requirements of Sections 46 and 47 of the ICM Act.

The CMP must as a minimum, include the following:

- A vision for the management of the coastal zone in the Province, including the sustainable use of the coastal resources. The vision for the Eastern Cape coastal management must be consistent with the National vision;

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- The coastal management objectives for the coastal zone in the province. The objectives must be developed through a participatory process and be guided by the National CMP;
  - Priorities and strategies-
    - To achieve the coastal management objectives of the Province;
    - To assist in the achievement of the national coastal management objectives in so far as they are applicable to the Province;
    - To develop estuarine management plans for estuaries in the Province; and
  - A list of priority estuaries in the Province, for the development of estuarine management plans as required by the National Estuarine Management Protocol.
  - Performance indicators to measure progress with the achievement of those objectives.
  - A programme of projected expenditure and investment by the provincial government in order to implement the Provincial CMP over a period of 10 years.

On finalization of the project, the appointed service provider must submit to the Department 2 x memory sticks containing the following:

- A Full version of the updated Provincial CMP in Ms. Word and PDF
- A summarized version of the updated Eastern Cape Provincial CMP in Ms. Word and PDF
- All progress reports generated during the course of this appointment
- All meeting minutes and attendance registers of PSC meetings
- A full Public Participation Report
- All maps and / or diagrams generated as part of this appointment.
- All data that was produced as part of this appointment and over which the Department will have ownership

### 2.3.1. BELOW IS A SUMMARY OF DELIVERABLES THAT MUST BE COMPLETED FOR THE EMP DEVELOPMENT PHASE

- A Vision and Objectives for the Management of the Eastern Cape Coast that must be incorporated into the updated Eastern Cape Provincial CMP.
- An updated CMP presented to the PSC for endorsement for Public Participation
- Three (3) Public Workshops (1 virtually and another 2 physically) to present the updated draft CMP and to obtain comments / inputs from members of the public.
- Final draft Eastern Cape Provincial CMP that incorporates inputs from public participation process for endorsement by the PSC and submission to the DEDEAT

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## 2.4. OBJECTIVE 4: PUBLIC PARTICIPATION PROCESS

The appointed service provider will be required to facilitate a public participation process for the review and updating of the Coastal Management Programme for the Eastern Cape. The minimum Public Participation Process for the Development of the CMP is outlined in terms of Section 46(2) and Section 53 of the ICM Act. For the purpose of this process, the Public Participation is summarized below:

- 1 Government Stakeholders Workshop to introduce the project and to facilitate the sharing of information / data
- Facilitation of Six (6) Public Workshops as follows:
  - **Scoping and Gap Analysis Phase-** 2 x Physical Workshops (1 workshop covering the eastern and another covering the western parts of the Province) and 1 Virtual Workshop that is open to all members of the public.
  - **CMP Development Phase-** 2 x Physical Workshops, each covering the same geographical areas as with the Scoping and Gap Analysis Phase and 1 Virtual Workshop that is open to all members of the public.
- Broadcasting / Publication of the project / process in at least two (2) newspapers / radio stations that have coverage in the Eastern Cape as a whole
- Publication of a notice in the Provincial Gazette to notify and invite members of the public to make representations, comments or objections on the proposed review and updating of the Eastern Cape's Provincial CMP

A Public Participation Report with evidence of all public participation undertaken as part of this assignment must be submitted to the Department upon completion of the project.

All submission and presentations at stakeholder meetings and public workshops must be on DEDEAT's corporate branding templates. The templates will be provided to the Service Provider by the Project Manager, immediately after the appointment thereof.

## 2.5. OVERALL PROJECT DELIVERABLES, TIME FRAMES AND PAYMENT

The table below presents a summary of output that the appointed service provider is expected to deliver on together with a schedule of tranche payments for the duration of the project. It must be noted that the deliverables may change slightly on the basis of the outcome of the inception meeting with the appointed services provider.

DELIVERABLES	KEY ACTIVITIES	TIME FRAMES
Inception Meeting and Inception Report	Meeting to: <ul style="list-style-type: none"> <li>• Introduce project teams both from the Department and Service Provider</li> </ul>	Within 2 weeks of appointment

	<ul style="list-style-type: none"> <li>• Clarify project background and to obtain any background information that may be required for the project</li> <li>• Finalization of scope of work, workplan and project deliverables.</li> <li>• To agree on the implementation approach and reporting for the project</li> </ul>	
	<ul style="list-style-type: none"> <li>• Approval of written report on agreed scope of work, implementation approach, budget breakdown and timelines as agreed in the inception meeting.</li> </ul>	Within 2 weeks of the inception meeting
Scoping Report endorsement by the PSC	<ul style="list-style-type: none"> <li>• Presentation of the final draft scoping report that incorporates comments from the public review / commenting period to the PSC.</li> <li>• Endorsement of the of Scoping Report by the PSC for submission to DEDEAT</li> </ul>	6 months from the date of appointment
Final Draft CMP incorporating comments received from the 2 <sup>nd</sup> public participation process.	<ul style="list-style-type: none"> <li>• Presentation of draft Eastern Cape CMP to the PSC for endorsement to submit to DEDEAT</li> <li>• Submission of the final CMP in the format outlined in paragraph 3 above to DEDEAT.</li> </ul>	18 months from date of appointment of appointment of service provider
Public Participation Process	<ul style="list-style-type: none"> <li>• Facilitate a government stakeholders meeting for the relevant organs of state in order to: <ul style="list-style-type: none"> <li>- To introduce the project to other organs of state</li> <li>- To facilitate the contribution of necessary information by the relevant organs of the state into the project.</li> <li>- To facilitate nomination of relevant officials of the PSC.</li> </ul> </li> </ul>	Within 6 weeks from the date of appointment of service provider
	<ul style="list-style-type: none"> <li>• 2 Physical Public Workshops and 1 Virtual Workshop to present the draft Scoping Report.</li> </ul>	5 months from date of appointment for of serve provider
	<ul style="list-style-type: none"> <li>• 2 Physical Public Workshops and 1 Virtual Workshop to present the draft updated Provincial CMP</li> </ul>	15 months from date of appointment for of serve provider
	<ul style="list-style-type: none"> <li>• Publication or broadcasting of a newspaper / radio advertisements of the CMP process to notify members of the public.</li> </ul>	6 months from date of appointment of Service Provider

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	<ul style="list-style-type: none"> <li>• Publish a notice in the Provincial Gazette to invite members of the public to make representations, comments and / or objections on the proposed CMP</li> </ul>	15 months from date of appointment of Service Provider.
Reporting and Project Management Meetings	<ul style="list-style-type: none"> <li>• Submission of progress reports detailing all the work covered during the respective reporting period, budget expenditure and any challenges encountered.</li> <li>• Provide any information that the Department should be aware of which may affect the project in any way</li> </ul>	Bi-monthly
Bi-monthly meetings	PSC <ul style="list-style-type: none"> <li>• Organize and participate in PSC meetings on a bi-monthly (every 2nd month) meetings to discuss progress on the project, address any challenges / bottlenecks encountered during the process and plan for upcoming project activities.</li> <li>• The appointed service provider must provide the secretariat functions to the PSC</li> </ul>	Bi-monthly (once every two months)

## 2.6. FINALISATION OF SCOPE OF WORK AND PROJECT MANAGEMENT

The final scope of work will be formalised in a Project Implementation and Management Plan, which will be an outcome of the inception meeting (within the first 6 weeks of the appointment of Service Provider) between the DEDEAT project task team and the service provider.

## 3. PROPOSED APPROACH, BUDGET AND PROGRAMME

All bidders are required to develop a table outlining a proposed approach, a proposed budget allocation including VAT for professional fees, and number of person-hours respectively for the list of items in section 3. Note, however, that the scope of the project is not limited to these line items. The proposed approach should be translated into a proposed project management plan/timeline linked to deliverables.

The travelling costs and all other disbursements be added as items to be included in the proposed budget.

DEDEAT reserves the right not to accept the lowest proposal in part or in whole or any proposal submitted in response to this request.

Payments to the Service Provider will be disbursed in tranches (X4) on a percentage basis of the total amount on the basis of delivery as stipulated below.

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EXPECTED DELIVERY	% TRANCHE PAYMENT
Acceptance of the Inception Report by the Department	15%
Acceptance of the Scoping Report together with the required progress reports by the Department	25%
Acceptance of the draft EC CMP by the Department for Public Participation together with the required progress reports	20%
Submission and acceptance of the final draft EC CMP and related reports by the Department	40%

#### 4. REQUIRED CAPACITY, QUALIFICATIONS, EXPERIENCE & TRACK RECORD

It is important that all bidders demonstrate that they have the required capacity, qualifications, experience and track record to undertake the project. The project team must demonstrate capacity and expertise in environmental planning, more specifically coastal planning and social facilitation. Specifically:

- Capacity:
  - Bidders must demonstrate that they have the requisite capacity to be dedicated to the project for the duration of the project.
  - Bidders must have a minimum of two personnel dedicated to the project for the duration of the project, one of which must be a social facilitator;
- Qualifications & Professional Experience:
  - Bidders must demonstrate that their team members and managers assigned to this project have the strong environmental management, environmental sciences, coastal management or equivalent qualifications and extensive experience undertaking projects of similar nature (coastal planning). Curriculum Vitae of project team must be submitted as part of the service provider's response to the request for quotation.
- Company Track Records:
  - Bidders must demonstrate that they have a proven track record of having implemented similar coastal or estuarine planning projects within the Republic.

Use the following table template when listing company project experience and individual team member's project experience respectively:

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**Table: Project Experience Template**

Client Name	Details of the project scope and activities	Value of the Project	Date of project inception (start date)	Date of project completion (end date)	Reference details	Contact details of reference person
					Name: Surname: Designation Was the above mentioned person involved in the project start and close out meetings? Yes/ No	Telephone Number:  Email Address:

**4.1. BID PROCESS: PRE-QUALIFICATION**

The bid process will include a pre-qualification stage where the functionality / quality of bids will be assessed. All bidders or service providers will provide a list of three (3) references who can be contacted to provide an assessment of the Service Provider's ability and / or performance on similar previous assignments. References cited must have knowledge of the Service Provider's work in all the elements for meaningful comparisons to be made. **Shortlisted bidders / service providers may be expected to make a presentation where they will demonstrate similar previous work.**

The elements that will be considered for determining quality/functionality are:

QUALITY / FUNCTIONALITY	Score out of 5	WEIG HT/100
<b>Bidder's understanding of the brief:</b> <ul style="list-style-type: none"> <li>The proposal is comprehensive (includes a sufficiently detailed coverage of scope of work – see section 2)</li> <li>Identifies the requested results and deliverables</li> </ul>		20
No understanding of the brief, proposal is unclear, results and deliverables are not identified	0	
Basic, simple understanding of the brief, proposal is partially clear, basic results and deliverables are identified	3	
Full and clear understanding of the brief, proposal is descriptive, and results and deliverables are detailed and well communicated	5	
<b>The methodology and approach to be used:</b> <ul style="list-style-type: none"> <li>Proposes the correct application of environmental legislation, planning tools and methods</li> </ul>		25



<ul style="list-style-type: none"> <li>Logically incorporates the correct application of other relevant legislation, programmes, and policies (e.g. planning, disaster management, local government etc. policies and plans)</li> <li>Follows the CMP content requirements as outlined in the ICM Act</li> <li>Proposes clear method statement for undertaking the project, including a clear Public Participation Process</li> <li>Proposes additional value-adding features</li> </ul>		
Proposed methodology and approach is not relevant, legislative context and science not sufficient	0	
Proposed methodology and approach meet the basic requirements of the terms of reference. The bidder demonstrates an adequate but basic understanding	3	
Proposed methodology and approach meet all the requirements of the terms of reference (as per paragraph 2 above). A detailed methodology and approach are developed. Correct legislative context and coastal planning approaches covered in detail and new areas are brought to light with innovative and value-adding features. The bidder demonstrates an advanced understanding of the terms of reference.	5	
<b>The qualifications of Company Personnel to be utilised for this project:</b> <ul style="list-style-type: none"> <li>The Project Leader should have a minimum of a master's degree in environmental sciences, environmental management, coastal ecology, coastal planning / or an equivalent qualification, coupled with a Professional Registration as a Natural Scientist.</li> <li>At least one member of the project team to have an Honours Degree in Social Sciences, Social Facilitation or Psychology</li> <li>Other project members to have a minimum of Bachelor's Degree or NQF7 qualification in environmental sciences, environmental management and / or natural sciences</li> <li>Certified proof of qualifications for the project team to be attached, should proof not be attached, the bidder will not receive points on this part of the evaluation</li> </ul>		15
None of the project team members, including the Project Leader have post graduate degree in any of the fields specified above.	0	
Project Leader has qualifications at a level below Masters Degree in any of the disciplines mentioned above and the rest of the project team have qualifications at levels below NQF7 in any of the disciplines mentioned above.	3	
Project Leader has a Master's degree or above in any of the disciplines listed above, at least one project team members has an Honours Degree or above in social sciences, social	5	

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facilitation or psychology and the rest of the project team members have Bachelor's Degree or above in any of the disciplines listed above.		
<p><b>The project experience of the Company Personnel to be utilised for this project:</b></p> <ul style="list-style-type: none"> <li>• Project Leader has track record of managing at least 5 projects involving to coastal management or coastal planning, coastal development or related projects in the coastal environment</li> <li>• at least one of the project team members has a track record in facilitating at least 5 social facilitation or stakeholder engagement session/meetings.</li> <li>• Project members have proven track record of participation in at least 3 coastal, biodiversity, climate change or related environmental planning projects.</li> <li>• Detail the roles of Company Personnel in each of these relevant projects</li> <li>• Please include CV's with contactable references of all Company Personnel involved in the project</li> </ul>		25
The team leader and the project team do not have the required project experience.	0	
The team leader has some experience in managing projects as outlined above but has less than 5 projects under his/her management, and the project members have less than the required amount of project participation.	3	
The team leader and other project members each demonstrate sufficient and or exceed project experience as outline above.	5	
<p><b>Company experience in managing similar projects</b></p> <ul style="list-style-type: none"> <li>• Have a track record of successful coastal projects which would require application of similar methodology and has signed contactable reference letters for those projects. (at least 4 similar projects)</li> <li>• Projects as listed in the required table template (see section 4.1)</li> <li>• Should reference letters not be attached the bidder will receive no points for this part</li> </ul>		15
The company demonstrates no experience and no proof of having conducted any environmental related projects or projects of a similar nature as listed above	0	
The company demonstrates less than 4 projects of similar nature as listed above or can only provide proof for less than 4 projects of similar nature as listed above	3	
The company demonstrates proof for 4 or more successful coastal projects and signed letters with contactable references attached for all the projects listed.	5	

Bidders will be evaluated on a 5-point scale where 0 = Weak, 3 = Average, 5 = Good. Bidders will be required to obtain at least **70% (70/100)** in order to qualify for the final evaluation stage. A bidder that scores less than 70 points out of 100 points in respect of functionality will be regarded as submitting a non-responsive proposal and will not considered further

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## 5. MANDATORY REQUIREMENTS FOR ALL BIDS

- Complete and signed SBD 4 (declaration of interest)
- Resolution authorising a particular person to sign the bid documents.
- CSD Summary report

## 6. BID PROCESS: POST-QUALIFICATION

In terms of the revised Preferential Procurement Regulations 2022, the Department will utilize the following specific goals as required by section 2(1) (d) of the Preferential Procurement Policy Framework Act:

(a) Historical Disadvantaged Individuals (HDI): see details below:

To enforce the implementation of RDP goals and to ensure local economic development for procurement above, the Department of Economic Development, Environmental affairs and Tourism shall allocate preference points to any of the following categories:

- HDI black people
- HDI youth
- HDI women
- HDI with disabilities
- HDI living in rural underdeveloped areas or township
- HDI living in Eastern Cape province
- A co-operative or non-profit organization which is at least 51% owned by black people.
- HDI who are Military veterans
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Bids shall be evaluated on 80/20 principle. Preference points will be allocated as per below table

Specific Goals	Allocation of points
HDI black people	5
HDI women	5
HDI youth	5
HDI living in the Eastern Cape Province	5

## 7. PERFORMANCE MANAGEMENT

Performance against the deliverables will be closely monitored by DEDEAT as follows.

TOOL	FREQUENCY	EXPECTATION
Project Steering Committee Meetings (Task Team)	Bi-Monthly	Written Progress Reports and Presentations in person or virtual at the PSC meetings

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Special Sessions	Ad hoc	Detailing of any burning issues that need immediate intervention or decision
Review of all reports by the PSC	As per the delivery of milestones outlined in paragraph 2.5	Written project reports and implementation progress reports

## 8. CONDITIONS OF THE BID

8.1. The service provider should provide in so far as possible the following:

- a. A comprehensive budget including VAT showing the charge out rate of all the staff to be involved in the rendering of the services and also all other cost factors such as travelling. Travelling costs and all other disbursements and time spent or incurred between home and office of consultants and DEDEAT offices will not be for the account of DEDEAT.
- b. Services rendered outside the scope of this project without the prior approval of the DEDEAT Programme Manager will not be reimbursed.
- c. Should a prospective service provider/consortium choose to work in a consortium with others, DEDEAT will confine its contractual dealings with the primary service provider/consortium
- d. All Project Team Members / bidders must provide a list of Four (4) references who can be contacted to provide an assessment of the Project Team Members who will be working on this project as well as Service Provider's ability and /or performance on similar previous assignments.
- e. References cited must have knowledge of the Project Team Members /Service Provider's work in all the elements for meaningful comparisons to be made. If the references cited are unable to give meaningful assessments of the Project Team Members /Service Provider's previous work then the scores will reflect this.
- f. Curriculum Vitae's of the Project Team members MUST be attached to the proposal document.

8.2. Bidders rates should not exceed those prescribed by the office of the Auditor-General of South Africa (AGSA) or Department of Public Service and Administration (DPSA).

8.3. DEDEAT reserves the right to invite shortlisted companies to conduct presentation of their bid proposals for final decision.

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- 8.4. The tender will be awarded subject to a legally enforceable contract being entered into between the preferred bidder and DEDEAT, which will impose material terms and conditions of the contract applicable to the parties in rendering the intended services.
  - 8.5. DEDEAT is not bound to select any of the firms submitting proposals. DEDEAT reserves the right not to award the contract to the lowest bidding price as well as to renegotiate the bid of the preferred applicant.
  - 8.6. DEDEAT will not be held responsible for any costs incurred by the bidder in the preparation and submission of the bid and DEDEAT reserves its right to terminate the contract at such earlier time as it may decide suitable, should the Service Provider have completed the provision of the services in terms of the contract prior to the expiry of the 5 (five) month contract term.
  - 8.6. The service provider must be cleared by the National Treasury as per section 28 of the Prevention and combating of corrupt activities act, (act 12 of 2004) and the department will implement the law, especially section 28(3)(iii).
  - 8.7. Bidders must comply with all procurement conditions of the department, including the provision of valid tax clearance certificates;
  - 8.8. Preferential Procurement Policy Framework Act (PPPFA) principles shall apply; submissions will be evaluated according to the provisions of that Act;
  - 8.9. The service provider will undergo vetting by the State Security Agency and may be disqualified or discharged if appointed, if it does not meet the security level required (see the Service Level Agreement).
  - 8.10. Report any known or suspected corruption involving the state to 0800 701 701 as is also required in terms of section 34 of the Prevention and combating of corrupt activities act, (act 12 of 2004)

## 9. VALIDITY PERIOD

Proposals are expected to remain valid for 90 days from submission.

## 10. CONTRACT PERIOD

The contract period will be a maximum of 18 months.

## 11. SUBMISSION OF PROPOSALS

Only bids by those entities that are registered on the DEDEAT Supplier database will be considered, you are requested to submit a costed proposal for delivering the specified services on behalf of the DEDEAT. One original and two photocopies of the completed proposal shall be placed in a sealed envelope clearly marked: "THE EASTERN CAPE PROVINCIAL COASTAL MANAGEMENT PROGRAMME" and deposited in the Bid Box located at Department of **Economic Development, Environmental Affairs and Tourism, Old Standard Bank Building**, Corner McLean and Downing Street, King William's Town, 5600.

The closing date for the submission of completed proposals as advertised in the call for proposals is the \_\_\_\_\_ of \_\_\_\_\_ 2024 at 11h00. Late proposals will not be considered. Telegraphic, telexed, facsimiled or e-mailed submissions will not be considered.

## 12. RETURNABLE DOCUMENTS

DOCUMENTS	CONDITIONS
A company registration certificate	Copy must be certified by a commissioner of oaths
A Company Intellectual Property Commission (CIPC)	Copy must be certified by a commissioner of oaths
Resolution authorizing a particular person to sign the bid documents	
SBD 1 (invitation to bid)	
SBD3.3 (pricing schedule)	
SBD4 (declaration of interest)	
SBD6.1 (preference points claim form in terms of Preferential Procurement regulations 2022)	
Proof of CSD	
Proof of logis number	

For bid enquiries contact:

Mr. Vuyani Balman  
Deputy Director: SCM  
Supply Chain Management  
e-mail: vuyani.balman@dedea.gov.za

Ms. Hlokoma Mtshotshisa  
Assistant Director: SCM  
Supply Chain Management  
Cell: 043 605 7153  
e-mail: hlokoma.mtshotshisa@dedea.gov.za

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For technical enquiries contact:

Ms. Phumla Mzazi-Geja  
Director:  
Biodiversity Conservation & Coastal Zone Management  
Email: [Phumla.Mzazi@dedea.gov.za](mailto:Phumla.Mzazi@dedea.gov.za)

Or

Mr X. Nikelo  
Control Environmental Officer  
Coastal Zone Management  
e-mail: [Xolani.Nikelo@dedea.gov.za](mailto:Xolani.Nikelo@dedea.gov.za)

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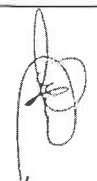






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**13. APPROVAL OF TERMS OF REFERENCE**

<b>Name</b>	Mr X. Nikelo	Ms Phumla Mzazi-Geja	Mr. D. Kentane	Mrs. C. Nong	Mr: D. Kentane	Mrs: Sibongile Jongile	Ms. Mickey Mama
<b>Position</b>	Control BO: Coastal Zone Management	Director: BC&CZM	Bid Specifications Committee Chairperson	Chief Director: Environmental Affairs	Acting Director: SCM	Chief Financial Officer	Head of Department
<b>Action</b>	Complied by	Recommended / not recommended	Recommended / not recommended	Recommended / not recommended	Recommended / not recommended	Recommended / not recommended	Approved / not approved
<b>Comments</b>		Recommended	Recommended	Recommended	Recommended	Recommended	Approved
<b>Signature</b>							 <small>Mickey Mama (Pty) Ltd. ZITHAMBI GOLF LINK</small>
<b>Date</b>	08/04/2024	11/04/24	12/04/24	14/04/24	14/04/24	14/04/24	15/04/24