

# **PART A** **INVITATION TO BID**

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/PUBLIC ENTITY)</b>					
BID NUMBER:	EDET 283/2022	CLOSING DATE:	06 December 2022	CLOSING TIME:	11:00
DESCRIPTION	<b>Appointment of a service provider for the review of Limpopo Provincial Air Quality Management plan for a period of Twelve ( 12) months</b>				
<b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)</b>					
LIMPOPO ECONOMIC DEVELOPMENT, ENVIRONMENT AND TOURISM					
19 BICCARD STREET					
POLOKWANE					
0699					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>			<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>		
CONTACT PERSON	MMOLA K.O		CONTACT PERSON	Mrs Thivhafuni P.O	
TELEPHONE NUMBER	015 293 8852/067 414 3134		TELEPHONE NUMBER	015 293 7022/ 079 499 4428	
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	MmolaKO@ledet.gov.za		E-MAIL ADDRESS	ThivhafuniPO@ledet.gov.za	
<b>SUPPLIER INFORMATION</b>					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX]  <input type="checkbox"/> Yes <input type="checkbox"/> No		[TICK APPLICABLE BOX]  <input type="checkbox"/> Yes <input type="checkbox"/> No		
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW ]	
<b>QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?			DEPARTMENT OF ECONOMIC DEVELOPMENT, ENVIRONMENT & TOURISM ISSUED OUT ACQUISITION 11 NOV 2022 PRIVATE BAG X9484 POLOKWANE 0700		<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?					<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?					<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?					<input type="checkbox"/> YES <input type="checkbox"/> NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?					<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 REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

## PART B TERMS AND CONDITIONS FOR BIDDING

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

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

SIGNATURE OF BIDDER:

.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:

(Proof of authority must be submitted e.g. company resolution)

.....

DATE:

.....

## PRICING SCHEDULE – FIRM PRICES (PURCHASES)

**NOTE:** ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED

IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT

Name of bidder.....	Bid number EDET 283/2022
Closing Time 11:00	Closing date : 06 December 2022

ITEM	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY	** (ALL APPLICABLE TAXES INCLUDED)
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R-----

**Appointment of a service provider for the review of Limpopo Provincial Air Quality Management plan for a period of Twelve (12) Months**

- Required by: .....
- At: .....
- Brand and model .....
- Country of origin .....
- Does the offer comply with the specification(s)? \*YES/NO
- If not to specification, indicate deviation(s) .....
- Period required for delivery .....  
\*Delivery: Firm/not firm
- Delivery basis .....

**Note:** All delivery costs must be included in the bid price, for delivery at the prescribed destination.

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

Signature.....

Date.....

## 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 2017

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

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

### 1. GENERAL CONDITIONS

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

1.2

- a) The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable; or
- b) Either the 80/20 or 90/10 preference point system will be applicable to this tender (*delete whichever is not applicable for this tender*).

- 1.3 Points for this bid shall be awarded for:

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

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

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

- 1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
- 1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

## 2. DEFINITIONS

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

## 3. POINTS AWARDED FOR PRICE

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

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

**80/20**

**or**

**90/10**

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

Where

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

$P_t$  = Price of bid under consideration

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

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

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



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

## 5. BID DECLARATION

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

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

- 6.1 B-BBEE Status Level of Contributor:      = .....(maximum of 10 or 20 points)  
(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.)

## 7. SUB-CONTRACTING

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

(Tick applicable box)

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

- 7.1.1 If yes, indicate:

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

(Tick applicable box)

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

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

Designated Group: An EME or QSE which is at least 51% owned by:	EME ✓	QSE ✓
Black people	<input type="checkbox"/>	<input type="checkbox"/>
Black people who are youth	<input type="checkbox"/>	<input type="checkbox"/>
Black people who are women	<input type="checkbox"/>	<input type="checkbox"/>
Black people with disabilities	<input type="checkbox"/>	<input type="checkbox"/>
Black people living in rural or underdeveloped areas or townships	<input type="checkbox"/>	<input type="checkbox"/>
Cooperative owned by black people	<input type="checkbox"/>	<input type="checkbox"/>

Black people who are military veterans		
<b>OR</b>		
Any EME		
Any QSE		

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

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

8.2 VAT ..... registration  
number:.....

8.3 Company ..... registration  
number:.....

**8.4 TYPE OF COMPANY/ FIRM**

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

[TICK APPLICABLE BOX]

**8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

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

**8.6 COMPANY CLASSIFICATION**

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

[TICK APPLICABLE BOX]

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

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a

fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –

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

WITNESSES

1. ....

2. ....

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

DATE: .....

ADDRESS .....

.....

.....



# LIMPOPO

PROVINCIAL GOVERNMENT  
REPUBLIC OF SOUTH AFRICA

DEPARTMENT OF  
ECONOMIC DEVELOPMENT, ENVIRONMENT & TOURISM

## TERMS OF REFERENCE

**APPOINTMENT OF A SERVICE PROVIDER FOR THE REVIEW OF  
LIMPOPO PROVINCIAL AIR QUALITY MANAGEMENT PLAN FOR A  
PERIOD OF TWELVE (12) MONTHS**

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## 1. PURPOSE

The Limpopo Department of Economic Development, Environment and Tourism (LEDET) seeks to appoint a service provider for the review of the Provincial Air Quality Management Plan (AQMP) and the development of a second generation provincial AQMP. This is to ensure effective coordination of air quality management services as provided for in the National Environmental Management: Air Quality Act, (Act No. 39 of 2004) hereafter referred to as "the Act". Furthermore, this seeks to improve the state of air quality in the province to contribute to attainment of citizens' constitutional right to an environment that is not harmful to their health and wellbeing.

## 2. INTRODUCTION AND BACKGROUND

### 2.1 Problem Statement

The main reasons for managing air quality are the link between air quality and the quality of life and the need to minimise the risk of poor air quality to human health. In terms of Section 15 (1) of the Act, organs of state responsible for preparing environmental implementation plans or an environmental management plans in terms of chapter 3 of the National Environmental Management Act are mandated to include in the aforementioned plans air quality management plans. LEDET is therefore required to prepare an Air Quality Management Plan that provides a strategic direction for the implementation of air quality management interventions as well as an essential blueprint for action to reduce atmospheric emissions in the province.

In 2013, the province developed an Air Quality Management Plan (AQMP), which is currently under implementation. The National Framework for Air Quality Management in the Republic of South Africa, and the 2012 Manual for Air Quality Management Planning in South Africa provides that AQMPs should be reviewed on a five-yearly basis. A number of gaps identified in the AQMP implementation plan call for a need to review the AQMP. Given the limitations and constraints around the baseline assessment and subsequently the intervention descriptions of the first generation AQMP, it was recommended that the 2013 Provincial AQMP must be reviewed within two years of publication (i.e. in the year 2015). Based on this and as mandated by the regulatory framework for air quality management, LEDET is therefore planning to embark on a project to review/develop a provincial AQMP taking into account new knowledge, new technologies, and continually work to improve the public health of Limpopo citizens.

### 2.2 Motivation

Air pollution is a serious problem that carries a high social, economic and environmental cost globally. This problem is largely attributed to the complex and multi-sectorial nature of everyday atmospheric polluting activities as well as inadequate actions to address existing challenges by role players. Lack of action by various role players is

further due to poor information and weak understanding of the air pollution problems and, in addition, due to lack of institutional capacity and coordination among provincial and local government.

As previously indicated the first (2013) provincial AQMP has been in effect for seven years. However, the AQMP has so far not shown any substantial improvements in air quality management systems. Through the learning curve of implementing the 2013 provincial AQMP, it became clear that there are further air quality problems, regulations and policies that needed to be considered in order to effectively manage air quality in the province. There is also considerable evidence that link air quality and climate change, and strategies to improve air quality cannot be considered in isolation from those designed to reduce greenhouse gas emissions, as some strategies to improve local air quality can often have the added benefit of producing additional carbon savings, and vice versa. An AQMP that considers air pollution as climate related challenge is therefore better suited to improve air quality in the province.

The 2013 AQMP also lacked consideration of air pollution transport and a systematic analysis of trans-boundary air pollution. It is therefore necessary to scientifically evaluate the status of air quality based on quantitative research using satellite retrievals, ambient air quality monitoring data and air quality models to enhance air quality management. A lack of unified air quality objectives and lack of coordination among municipalities and across provinces in terms of reducing emissions have hindered provincial air quality improvements. Unless this is addressed by adoption of unified air quality objectives and coordinated control measures and strategies, air quality objectives may not be achieved.

In order to meet the air quality and emission control objectives of the Act, the province should prioritise a strategic concept of enhanced coordination, integration and joint action. Air quality management interventions should therefore not be based purely on political boundaries, but should be based on scientific assessments that consider spatial and temporal distribution of emissions, meteorology, terrain and pollution transport. Air quality management approaches should also consider regional coordination governance and mechanisms, integrated plans, and joint management and enforcement to enhance overall regional efforts to meet air quality objectives.

### 3. OBJECTIVES

The main purpose of the AQMP development process is to establish an effective and sound basis for the protection and enhancement of air quality in the province. The second-generation provincial AQMP will build upon the strengths and successes of the 2013 AQMP, and will address all the identified gaps which will be informed by a comprehensive Public Participation Process with Interested and Affected Parties (I&APs). The project will provide a comprehensive assessment of the status of the first-generation plan in terms of its effectiveness in producing its intended air quality management impacts, outputs and outcomes. The review process will also provide an assessment of current and emerging air quality issues that were not considered in the first-generation plan. Climate



change considerations will be mainstreamed into the second-generation AQMP as required by the provincial Climate Change Response Strategy and Action Plan. The Review results will then inform air quality management goals and objectives for the province as well as relevant actions to be taken by role players and resources to be put in place to ensure that air quality in the province meets the national ambient air quality standards and promotes a healthy living environment for the people of Limpopo.

The main objective is to develop a scientifically well informed, robust, and cost-effective AQMP using ultramodern scientific tools and advanced analysis techniques to ensure air quality improvements as well as strategically benefit socio-economic activities of the province. The AQMP review process will, within specific timeline:

- Establish the status of the air quality in the Limpopo Province post implementation first-generation provincial AQMP
- Assess the progress made in the implementation of the first-generation provincial AQMP since 2013
- Provide descriptive analysis on geography, provincial statistical features along with preparation of ground observations, satellite retrievals (both compositional and optical) and coupled model prerequisite datasets
- Conduct air quality observational data screening, evaluation, and catalogued analysis based on standards,
- Provide estimates of provincial emissions from various natural events, biomass burning activities and different anthropogenic sectors,
- Conduct status-quo simulation and verification
- Provide spatio-temporal distribution analysis on status-quo pollutants, in reference to the standards
- Provide meteorological climatology and multi correlative analysis among meteorological variables and air pollutants
- Provide fine-tuned percentage contribution simulations and their spatio-temporal analysis
- Establish the status of the air quality in the Limpopo Province post implementation first-generation provincial AQMP;
- Set new goals to improve the air quality and provide a basis for the development of implementation strategies;
- Identify significant gaps and provide recommendations to strengthen the implementation of interventions;
- Redefine the baseline of ambient air quality and set associated objectives for the province;
- Include current and future economic realities and their associated impacts thereof;
- Address the possible need for changes to functional and operational structures, AQM systems, and management objectives in light of air quality management performance, changing circumstances, the commitment to continual improvement and any other relevant factors; and
- Develop interventions/emissions reduction strategies with SMART (Specific, Measurable, Attainable, Reliable and Time bound) goals to improve ambient air quality in a cost-effective manner.

The following AQMP pillar questions must optimally be addressed through the AQMP development process:

- What are the emission contributions from various natural events, biomass burning activities and different anthropogenic sectors, etc.?
- What is the provincial current state of air quality (known as status-quo)?
- How the provincial air quality has been changing over recent years?
- What are main pollutants of concern for the province?
- What are the priority areas of the region?
- Is there prioritization based on the diurnal and/or seasonal patterns of the air quality changes?
- What are the main local and regional sources for pollutants of concern?
- Is there a trans-boundary contribution for pollutants of concern? if so, how much? And
- How much is the role of other regional factors that plays important role in driving the air quality of the province?

After providing answers for these AQMP pillar questions, through engagement with different stakeholders, the public and various spheres of government – the AQMP should describe the current state of air quality in the province, how it has been changing over recent years, what can be done to ensure clean air quality in the province, and finally provide short- and long-term goals, cost-effective plans, prescribe policies and allocate resources needed for its implementation.

## **4. SCOPE OF WORK**

### **4.1 Project Jurisdiction**

The second generation provincial AQMP will encompass all the five districts of the Limpopo Province. Trans-boundary matters that affect effective air quality management in Province will also be taken in account within the development of the provincial plan.

### **4.2 Key Deliverables**

The role of the Service Provider is to assist LEDET with the project to review the Provincial AQMP in accordance with the provision of the National Environmental Management: Air Quality Act, 2004 (Act No. 39 of 2004). In line with the provision of the Act, associated legislative frameworks and guidelines, the scope of work will include the following:

- i. Project Process Plan;
- ii. Baseline Assessment (Emission inventory, Ambient air quality monitoring and Dispersion modelling);
- iii. Gap and Problem Analysis

- iv. Strategy and scenario development
- v. Implementation Plan
- vi. Draft Provincial Air Quality Management Plan;
- vii. Final Revised Provincial Air Quality Management Plan;
- viii. Capacity building; and
- ix. Public participation including efficient and effective intergovernmental coordination and cooperation.

Given the above, the scope of work will include, but is not limited to, conducting research, meetings, interviews, workshop facilitation, training courses, management and administrative activities required to generate the required project deliverables and outcomes.

### **4.3 Project Outputs**

The performance measures for the review of the Provincial AQMP will be closely monitored by LEDET. The Service provider's performance will be measured through the following outputs:

### **4.4 Output A: Project Process Plan**

The appointed service provider will carry out all the work required to develop the project process plan for the revision of the 2013 Provincial AQMP and the development of a second-generation provincial AQMP. This process plan should, amongst others, include:

- i. A detailed description of how the appointed service provider intends to conduct the revision of the 2013 Provincial AQMP;
- ii. How the 2013 AQMP review report will be developed/compiled in accordance with project objectives;
- iii. Background information document, appropriate announcement, advertisements, media releases, information material of process for stakeholder involvement will be developed, comprehensive stakeholder database will be developed and an initial stakeholder workshop will be conducted;
- iv. Project Steering Committee will be established and A Project Initiation Meeting will be conducted;
- v. A Project Initiation Documentation will be developed using appropriate project management methodology.
- vi. Key stakeholders from different sectors will be involved through a consultative process. Key engagement information will be documented and report-back on progress will be made. Public participation process will be evaluated and evaluation report will be provided;
- vii. The concept, context, and air quality requirements and goals of the AQMP will be defined. The goals will be reflected in the vision and mission statement, and later translated into objectives and targets of the AQMP; and
- viii. Methodology or best practice in the field of AQM planning and capacity building plan as part of the project.

The proposed process plan structure will be based on the appropriate methodology and must be submitted for LEDET's approval before it is presented to the Project Steering Committee (PSC) for comments.

**Table 1: Output A: Project Process Plan Success Indicators**

Verifiable Indicator	Description	Means of verification (output)
Provincial AQMP Process Plan and Background information document developed	A clear and unambiguous plan on how the project will be conducted. Information material for stakeholder involvement (Background information document, appropriate announcements, advertisements, media releases, etc.)	AQMP Process Plan Project Initiation Documentation, Project Steering Committee established and Process plan approved and presented to the PSC for inputs, Background information document

#### **4.5 Output B: Baseline Assessment Report**

The Service Provider will be required to undertake the activities aimed at building up the Baseline Assessment Report, namely: Stakeholder mapping and analysis, Revision of the background report, Compilation of the provincial Emission Inventory, Ambient air quality assessment chapters, and conducting the dispersion modeling.

##### **4.5.1 Activity B1: Stakeholder Mapping and Analysis**

Stakeholder engagement is critical for the successful development and implementation of the AQMP. This will be ongoing throughout the duration of the project to ensure stakeholders comments are incorporated and addressed. The appointed service provider will conduct a stakeholder mapping exercise (identification of key actors including public, private and civil society representatives to:

- Facilitate stakeholder engagement activities) in order to create a shared understanding of the key players who can contribute to the AQMP development and implementation success,
- Provide a foundation for stakeholder communication and engagement strategy,
- Identify potential risks from negative stakeholders or those who feel they are not being heard, and
- Prioritize stakeholders so the appropriate amount of resources can be assigned and the right engagement strategy is applied.

This will also inform the identification of participants for consultation workshops. It is also necessary in identifying the key people/agencies/companies and general members of the public that are sources of emissions, or have capacity to invoke management strategies, or have an interest in supporting the management plan. This collective of stakeholders will take part in identifying the short-term and long-term goals of the AQMP.

#### **4.5.2 Activity B2: Air Quality Baseline Assessment**

The baseline assessment will provide a descriptive analysis on geography, provincial statistical features along with preparation of ground observations, satellite retrievals (both compositional and optical) and coupled model prerequisite datasets. The dataset and information needed for these activities should be gathered from Statistics South Africa (Stats SA), Earth observation satellite retrievals, dynamical land surface models and so on. The outcome of this section is important for mapping the geographical context, topography, land surface characterization and population distribution of the province. These outcomes should further be applied in the mapping of emission source areas (i.e., natural events, biomass burning activities, anthropogenic sectors, urban activities), and graphic analysis of trans-boundary transport of emissions. The appointed service provider must also carry out all the required meetings, interviews, literature reviews, data collection, data analysis, etc. required to compile the initial chapter of the Revision of the 2013 Provincial AQMP, namely, the Baseline Assessment.

The baseline assessment will therefore generate and review information in order to generate a chapter that, among others:

- i. describes the geographic background of the province (climate, topography, land use, etc.);
- ii. describes meteorology and climate of the province;
- iii. population statistics of the province;
- iv. describes sources of air pollution;
- v. clearly describes the current ambient air quality in the province and compares this to national standards;
- vi. describes the cause and effect relationships that give rise to the significant sources of air pollution;
- vii. provides details on any future threats to air quality in the province;
- viii. identify and review recent and current air quality studies in the province;
- ix. Available capacities in the different spheres of government; and
- x. Structures that are available to encourage participatory governance and stakeholder engagements

#### **4.5.3 Activity B3: Emission Inventory**

The appointed service provider will be required to develop a detailed emission inventory for the province as well as for the domain to be used for atmospheric dispersion modelling, in the provincial domain. This provincial modelling domain must include entire Limpopo province in order for the baseline to fully establish the dispersion of emissions provincially. The service provider will be required develop a comprehensive provincial emission inventory which covers all major sources, but not limited to:

- i. Industrial emissions – for this sector including section 21 listed activities;
- ii. Controlled emitters such as small boilers, asphalt plants, charcoal plant etc.;
- iii. Mining activities;
- iv. Vehicle emissions;

- v. Domestic fuel burning;
- vi. Agriculture and biogenic emissions
- vii. Biomass burning activities;
- viii. natural events;
- ix. Waste and wastewater treatment and disposal; and
- x. Other fugitive dust sources.

The service provider is expected to conduct a comparative analysis of the current emission and 2013 emission inventory, and provide a narrative of circumstances that may have led to changes in air quality. Following the completion of this emission inventory, the service provider will be required to hand over all documentation, calculations, input data and output data and any other information used in the development of the inventory.

#### **4.5.4 Activity B4. Ambient air quality assessment**

Using available air quality ground monitoring datasets and satellite retrievals, the provincial air quality data screening, evaluation, and catalogued analysis based on air quality standards will be conducted. The Service Provider will amongst other, carry out the following activities:

- i. establish observational based air quality trends;
- ii. evaluate the provincial air quality status in terms of national standards;
- iii. clearly describe the current ambient air quality in the area and assess this in relation to pollution sources;
- iv. identify information gaps; and
- v. analyse monitoring data and establish trends in ambient air quality since the adoption of the 2013 Provincial AQMP.
- vi. The service provider is expected to make a comparison of the ambient air quality assessment between the current situation, and the 2013 situation, and provide a narrative of circumstances that may have led to changes in air quality.

Following the completion of the ambient air quality assessment, the service provider will be required to hand over all the input and output data used during the analysis. The service provider will be required to develop an air quality monitoring plan that examine the provincial ambient air monitoring network and recommend changes based on monitor history, population distribution, and ambient air quality monitoring requirements under the Act. Recommended changes should be incorporated in the AQMP implementation plan.

#### **4.5.5 Activity B5: Atmospheric Dispersion Modelling**

The service provider will undertake the atmospheric dispersion modelling exercise using appropriate modelling approaches to assess the impacts of all identified emission sources and provide air pollution dispersion modelling

results that characterizes the impacts on ambient air quality in both time and space. Using numerical models, satellite driven systems and empirical analysis the estimation of provincial emissions from various natural events, biomass burning activities and different anthropogenic sectors as well as status-quo, climatological and percentage contribution simulations and analysis will be carried out. Furthermore, the project will provide multi-correlative analysis among the load of different pollutants and key ambient meteorological parameters which plays crucial role in determining the air quality state of the province (these should include temperature, wind velocity and direction, incident solar radiation flux, relative humidity, precipitation, upper layer soil water content and boundary layer height).

The project should also provide percentage contribution simulations and analysis including zero emission simulation (for quantifying trans-boundary contributions), only natural emission simulation (for quantifying the contributions of natural emission sources along with trans-boundary); only open biomass burning emission simulation (for quantifying open biomass burning contributions); and simulation with only emissions from anthropogenic sectors (for quantifying contributions from anthropogenic sectors). Spatio-temporal maps for percentage contributions of air pollutants from trans-boundary, natural events, open biomass burning activities, and anthropogenic sectors should then be produced from these multi-simulations will be considered when categorizing the main sources or events that are responsible for exceedance from the standards, monitoring site selection, identification of provincial priority areas, specifying main provincial priority pollutants and their main sources; prioritizing air quality issues based on source, time and geography; gap analysis; labelling pollutant impact, effect frequency and severity; as well as when drafting cost-effective action plans that has both environmental and socioeconomic benefit.

The Service Provider is expected to describe the chosen modelling approaches in full and demonstrate applicability to and suitability for this project. The modelling approach will be discussed with and approved by LEDET prior to commencement of any modelling work, and will be in line with the Guideline to Air Dispersion Modelling for Air Quality Management in South Africa, published on the 14 December 2012 (Gazette No. 35981). Upon completion of the project the service provider will supply the LEDET with copies of all input data, model parameterization and post-processing files.

**Table 2: Outputs B: Baseline Assessment Report-Success Indicators**

Verifiable Indicator	Description	Means of verification
Stakeholder Communication and Engagement Plan developed	A comprehensive baseline assessment report with verifiable information; and stakeholder engagement and management plan, emission inventory database, ambient	Comprehensive stakeholder database; Stakeholder Engagement Plan; Baseline Assessment Report; Comprehensive Emission Inventory; Dispersion Modeling files; Emissions monitoring/ estimation/

Baseline Assessment report developed	air quality data analysis, as well as ADMS files	modelling data Mapping, Ambient air quality monitoring plan
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#### 4.6 Output C: Gap and Problem Analysis

Subsequent to the finalisation of the Baseline Assessment Report the appointed service provider together with the PSC will do a gap and problem analysis of the status of air quality management within the province. The gap and problem analysis should be documented as part of the AQMP, building on the baseline assessment section.

##### 4.6.1 Activity C1: Identify Gaps

Gaps in the current air quality management system will be identified and documented. This will include but not limited to Human and financial resource capacity; Gaps in monitoring information; Emission inventory and atmospheric dispersion modeling. A gap analysis will inform whether the past and current monitoring, emission inventory, modelling information as well as resources and management tools are sufficient to address AQ issues.

##### 4.6.2 Activity C2: Determine the problems and effects

Once the gaps are identified, the Service Provider will initiate a problem analysis process to determine the problems, associated cause of the problem and effects. Problem analysis allows for the determination of the problems, associated cause of the problems and the effects. Once the problems, causes and effects have been identified, they must be prioritised so that interventions can focus efforts on the most important areas that need to be addressed by the AQMP. Development of aims and targets, together with cost-benefit analysis of possible strategies assist priority setting and the construction of a schedule for mitigation of adverse air quality problems.

**Table 3: Outputs C: Gap and problem Analysis**

Verifiable Indicator	Description	Means of verification
Air quality gaps and problems identified and analysis using the logical framework or problem tree approach	The identification of current and potential air quality issues is the first step in establishing the mission and goals for air quality management planning. Issues and problems are identified through a stakeholder consultation process. A documented list of all of the identified problems and their associated cause and effects. Once the problems, causes and effects have been identified, they must be prioritised.	Gap analysis and needs assessment report Stakeholder comments and response report



#### **4.7 Output D: Strategy and scenario development (threat assessment)**

The appointed service provider will undertake a further inventory of future sources of emissions in the province based on proposed projects with the aim of establishing potential air quality threats in the area. To achieve this, the service provider will collect, collate and analyse all available information on the future development projects that have been proposed in the province; and based on that possible emission likely to result from all activities associated with such developments will be estimated.

##### **4.7.1 Output D1: Scenario development**

The service provider will be required to develop scenarios that depicts changes required to meet the ambient air quality standard. Different scenarios to improve air quality in the medium and long term must be developed in consultation with the department.

##### **4.7.2 Output D2: Strategy development –Success indicator**

Based on the baseline assessment, capacity assessment, gap and problems analysis, the vision, mission statement and supporting air quality management goals for the current AQMP will be reviewed. The service provider will be required to conduct three stakeholder engagement physical workshops, to develop a strategy that will inform the development of AQMP intervention strategies.

**Table 4: Output D: Strategy development –Success indicator**

<b>Verifiable Indicator</b>	<b>Description</b>	<b>Means of verification</b>
Strategies that will inform AQMP interventions, and emission sources scenarios identified and analysed	The results of the baseline assessment and of gap and problem analysis should be used to give direction to the development of intervention strategies. Intervention strategies for each of the problems identified is formulated taking cognisance of the set goals. These interventions should incorporate suggestions from various stakeholders and must ensure buy-in from all parties involved that will actually be undertaking these actions	Strategy and scenarios chapter of the AQMP

#### **4.8 Output E: Implementation plan**

Once the intervention strategies are identified, they will be expanded into intervention action plans which outline the methodology to implement the specific interventions. The action plan/ intervention strategy implementation ensures that the interventions identified in Step 4.6 are implemented. The objective is to:

- i. Implement the control strategies, including financing the control measures and setting a time frame
- ii. Identify how to implement intervention strategies/ actions
- iii. Enforce the policies and regulations needed to implement the strategies.

Rules for implementation can include:

- i. the sequence of events, including priorities, time schedules and deadlines,
- ii. time period the intervention will operate before assessment on its effectiveness, and
- iii. roles and responsibilities for achievement of the interventions.

##### **4.8.1 Activity E1: Intervention description**

The service provider will be required to work in close collaboration with LEDET and stakeholders to develop interventions that will be implemented over a period of time to ensure that air quality in the province meets the NAAQS. The outcomes of the strategy will be used to identify possible intervention required to improve provincial air quality.

The service provider will then carry out all the work required to compile the chapters of the plan that detail these interventions (in the context of AQMP implementation Plan). In this regard, the appointed service provider must participate in any identified bi-lateral meetings with key-stakeholders. Each, specific intervention should be incorporated into an implementation plan and must describe, among others:

- i. intervention objective (with details of expected air quality impacts);
- ii. activities;
- iii. indicators and targets;
- iv. inputs required to implement the AQMP (e.g. financial, human and technological resource inputs);
- v. timing and responsibilities;
- vi. financial implications of the interventions;
- vii. output, outcome or impact of the intervention; and
- viii. cost-effectiveness of the identified interventions

#### 4.8.2 Activity E2: Prioritisation of interventions

The service provider with the assistance of the stakeholders will be required to:

- i. prioritise interventions based on their potential effectiveness in improving the state of air in the province;
- ii. provide a quantitative and qualitative rationale for prioritising specific interventions using the source apportionment study and the modeling results under output B5

#### 4.8.3 Activity E3: Compilation of the Implementation plan

Based on activities E1 – E2 above, the service provider compile a draft Implementation plan with SMART objectives, clear activity descriptions, clear resource requirements, clear responsibilities and indicators.

**Table 5: Output of Activity E: Implementation plan -Success Indicators**

Verifiable Indicator	Description	Means of verification
Implementation plan with SMART objectives, clear activity descriptions, clear resource requirements, clear responsibilities and indicators	Once these intervention strategies have been identified, an action plan noting the implementation schedule should be developed. The implementation plan must have buy-in from key stakeholders in the process. The implementation schedule should speak to long, medium and short term action periods and assign responsibility	Implementation plan

#### 4.9 Output F: Monitoring and Evaluation

It is important to monitor and evaluate the effectiveness of the emission reduction strategies on each of the priority pollutants to determine whether the goals are being achieved and the benefits realised. This essentially takes place annually after the implementation of the AQMP intervention strategies. The service provider will be required compile the monitoring and evaluation framework, guideline or template on how the province should conduct monitoring and evaluation for the revised provincial AQMP. Appropriate indicators must be developed to monitor progress towards achieving compliance or other set goals.

The monitoring and evaluation framework will assist role players in keeping track of the activities that are scheduled for implementation periodically and should include:

- An institutional framework for monitoring and evaluation.
- Performance indicator to measure the achievement of the objective

- Periodicity of review
- Process for review of the plan of implementation.
- The mechanism for collating and reporting results from project-specific implementation and impact monitoring.

**Table 6: Output of Activity F: Monitoring and Evaluation -Success Indicators**

Verifiable Indicator	Description	Means of verification
A well-defined Monitoring and Evaluation Guideline for the Revised AQMP is developed	Monitoring and evaluation is a key factor in ensuring progress in the implementation of the air quality management goals and objectives, and allows for a thorough assessment of the AQMP including the shortcomings and strengths evident in implementation.	Monitoring and Evaluation Guideline and Template

#### **4.10 Output G: Draft Provincial Air Quality Management Plan**

The appointed service provider will carry out all the work required to compile a Draft Revised Provincial Air Quality Management Plan. The draft plan will be informed by the approved structure, and should include, mainly Baseline assessment; Strategy and scenario development; Implementation plan; and Monitoring and evaluation. The Service Provider will publish the draft AQMP, and also compile the stakeholders' comments database thereafter.

**Table 7: Output G: Draft Revised Provincial Air Quality Management Plan -Success Indicators**

Verifiable Indicator	Description	Means of verification
Draft Provincial AQMP published for stakeholder inputs Stakeholder workshop conducted and comments database compiled	A draft AQMP based on current, accurate and relevant information, informed by best practice in the field of air quality management and that provides a clear and practical plan to efficiently and effectively bring air quality in the area into sustainable compliance with national ambient air quality standards within agreed timeframes.	Draft Revised Provincial AQMP; Stakeholder workshops in five district municipalities; and Stakeholder comments and response report

#### 4.11 Output H: Final Revised Provincial Air Quality Management Plan

The appointed service provider will work in collaboration with LEDET to respond to stakeholder's comments database, as well as carrying out all the work required to effect changes received from stakeholder's consultation process into the final AQMP.

In order to facilitate approval, the service provider will compile an executive summary of the Revised Provincial Air Quality Management Plan and a Power Point presentation that summarizes key elements and interventions contained in the plan. Once the final AQMP is approved, the service Provider will assist in designing and printing of the approved AQMPs for distribution to stakeholders.

**Table 8: Output H: Final Revised Provincial Air Quality Management Plan – Success Indicator**

Verifiable Indicator	Description	Means of verification
Draft AQMP revised based on stakeholder's inputs	A plan based on current, accurate and relevant information, informed by best practice in the field of air quality management and that provides a clear and practical plan to efficiently and effectively bring air quality in the area into sustainable compliance with national ambient air quality standards within agreed timeframes.	Final AQMP compiled and copies printed for distribution, Executive summary and power point presentation compiled
Final Air Quality Management Plan approved		Presentation of Final AQMP to management and Publication of Final AQMP

#### 4.12 Output I: Capacity building/ Development

The service provider must provide a clear mentorship programme of the internal departmental personnel. The focus must include but not limited to all output areas above-mentioned and implement a capacity building plan referred to in output 4.3.1 (viii). LEDET will assign officials to participate fulltime in this process. The service provider will be required to engage and involve these departmental personnel in all aspects of the project and provide hands-on training, mentorship and ensure effective skills transfer. As part of skills transfer, the service provider will also be required to provide a two days training to approximately 10 Authorities responsible for implementing the provincial AQMP. A skills gap analysis should be conducted to inform the type of training required for Authorities, and all logistics for the training will be handled by the service provider.

**Table 9: Output I Capacity development - Success Indicators**

Verifiable Indicator	Description	Means of verification
Capacity Development and skills transfer Plan implemented A two-day training session conducted Project closure report developed	A clear mentorship programme and active involvement of departmental staff in the implementation of the project.	Training manual and Attendance register; Capacity building for implementation of final AQMP and Project Closure Report

## 5. PROJECT ACTIVITIES, DURATION AND BUDGET

Specific activities to be carried out by the Service Provider in generating the above outputs must be detailed in the proposal contained in the bid. All work associated with this project will be completed within a period of twelve (12) months from the date of contract acceptance or earlier. Proposals must include a work programme and implementation schedule to ensure that project closure is achieved within this period.

In preparing the financial proposal, the appointed service provider is expected to take into account the requirements and conditions of the Terms of Reference documents. The financial proposal should list all costs associated with the project. Comprehensive budget must be provided in a separate envelope inclusive of all disbursement costs, expenses and VAT. LEDET will cover the expenses relating to the work of the contracted Service Provider to a value not exceeding that agreed in the Service Provider's service level agreement. The table below details and the expected deliverables for the AQMP review project.

**Table 10: Expected project Deliverable, associated timeframes, and payment schedule**

Deliverable/Output	Timeframes	% of Project Value
Service Level Agreement	One week	
Project Process Plan and Initiation Document	Four weeks	15%
Stakeholder Consultation Report		
Baseline Assessment Report	Sixteen weeks	30%
Ambient air quality monitoring plan		
Gap Analysis and Needs Assessment Report	Eight weeks	15%
AQMP vision and goals; Scenarios and Strategy Report		
Implementation Plan	Four weeks	15%
Draft Provincial Air Quality Management Plan	Four weeks	10%
Final Revised Provincial Air Quality Management Plan		
Monitoring and Evaluation Guideline and Template	Four weeks	10%
Capacity Assessment Report, Training Manuals and Capacity building Report		

Project Close Out Report	Two weeks	5%
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## 6. REFERENCE MATERIALS

The following are the documents that need to be consulted and reviewed as reference materials, though the list below is not exhaustive:

- a) Constitution of the Republic of South Africa, 1996
- b) The National Environmental Management Act 107 of 1998;
- c) The National Environmental Management: Air Quality Act, (Act No. 39 of 2004)
- d) The National Framework for Air Quality Management in the Republic of South Africa, 2017
- e) Manual for Air Quality Management Planning in South Africa, 2012
- f) Guideline to Air Dispersion Modelling for Air Quality Management in South Africa, 2012
- g) Limpopo Air Quality Management Plan, 2013
- h) National Climate Change Response (NCCR) White Paper, 2011
- i) National Climate Change Bill, 2018

## 7. PROJECT MANAGEMENT

### 7.1 Project Director (LEDET)

The Deputy Director: Air Quality Management will be the project director. As such, the contracted Service Provider will be directed by and report to the Project Director.

### 7.2 Project Manager (Contracted Service Provider)

The successful Service Provider will nominate a member of their team with project management expertise as the project manager. This person will be responsible for managing the implementation of all the activities described in this document and delivery of all outputs contained in the accepted proposal. The project manager will be the contact person for all departmental-consultant interactions. The project manager should demonstrate an acceptable project management methodology that the bidder uses and the project should be based on a reputable project management practice.

### 7.3 Project Management Team

The Project Management Team (PMT) will be made up of the following team members who will make the day-to-day decisions on project implementation, (i) Chief Director: Environmental Trade and Protection, (ii) Deputy

Director: Air Quality Management, (iii) Project Manager (see 7.2 above). The PMT will meet at any required time to ensure successful implementation of part 5 (above) and to adjudicate over reports and see if they meet the required standards and provide direction. Other members may be invited to PMT meetings as and when necessary and as agreed by the PMT.

#### **7.4 Project Steering Committee**

The successful implementation of the project will rely heavily on efficient and effective cooperation and coordination between the regulatory authorities impacted or affected by the project. To facilitate the required intergovernmental cooperation and coordination, a Project Steering Committee (PSC) made up of members from the project partners will be established during an initial project inception meeting. The Project Management Team and the Provincial Air Quality Officer's Forum will form part of the PSC. The PSC will be chaired by the Project Director with the assistance of the Project Manager and will meet, at least, once every three months.

### **8. PROJECT INFORMATION MANAGEMENT**

#### **8.1 Internal Project Communication**

All decisions, suggestions, recommendations, reports etc. concerning the project must be submitted in writing. In the case of emergencies, verbal decisions, suggestions, recommendations, reports, etc. must be confirmed in writing by the contracted consultant within 48 hours of the verbal communication. All required reports will be submitted to the Project Director and the PMT in hard copies as per the number of PMT members. Project progress reports are to be submitted in electronic format and signed original hard copies should be circulated to the PSC members by the project manager or his/her appointed project administrator.

#### **8.2 External Project Communication**

All communication external to the project will be carried out by either the Project Director or the department's communication section. As such, all complaints, press/media queries, etc. must be referred to the Project Director together with a written briefing on a possible response.

### **9. REPORTING**

#### **9.1 Monthly Reporting**

The contracted consultant will submit monthly progress reports in an agreed format to the Project Director within 5 days of the month under review.



## 9.2 Annual Reporting

The contracted Service Provider will submit an annual summary and analysis report of the project within two weeks of the end of the year under review.

## 9.3 Public Information Requests and Other Technical Support

The contracted consultant will:

- Provide assistance in responding to public data information requests
- Attend community and LEDET's meetings regarding other air quality management planning efforts in the province as requested and support LEDET's staff in public presentations or other media
- Prepare informational materials such as pamphlets, graphs, presentations, or other media forms on air quality management planning
- Provide technical expertise as requested.

## 10. PERFORMANCE MONITORING

On signing the service level agreement, the Service Provider shall submit an implementation strategy and project plan to LEDET. Performance against the deliverables detailed in Part 5 and agreed upon project implementation plan will be closely monitored by LEDET. All meetings and public participation sessions are to have detailed attendance registers, minutes, proceedings, resolutions and copies of presentations documented.

MONITORING TOOL	FREQUENCY	EXPECTATION
Briefing Sessions	Fortnightly	Oral Feedback
Meetings (PSC)	Monthly	Written Progress Reports and Presentations
Progress Reports	At the end of each phase	Written report.
Public Participation Sessions	At the end of the Public Participation Session,	Presentation and discussion on the appropriate plan.
	Once the emissions inventory, monitoring, modelling, and resource requirement assessment reports are available.	
	Once a draft AQMP is available	

## 11. CONTENTS OF BID SUBMISSION

All bidders are required to submit a detailed implementation proposal as part of their bid. The proposal must clearly outline how the bidder proposes to carry out the work as described in these terms of reference. Although the bidder may provide the department with any information, the bidder considers relevant to the proposal. It is essential that the service provider has knowledge and practical experience in AQMP development, the proposal should, as a minimum, provide detail on the following:

### 11.1. Experience and Requirements

- Previous experience in AQMP Development and a proven track record of the successful AQMP development in the last five years;
- Traceable references and a portfolio of evidence about the AQMP development projects;
- Willing to enter into a performance agreement/contract with LEDET;
- Must be prepared to declare any information or interest that may be in conflict with the procurement regulations of the Republic of South Africa; and
- Must be willing to undergo any form of formal clearance by any organ of state in accordance with the PFMA.

### 11.2. Company's Experience

- A brief overview of the Company, including its size, the location of the main office and any branch offices, the size of the staff of each office, and a summary of the corporate Interested Parties organization. This overview should clearly indicate the designated project office for LEDET's contract.
- A brief summary of the Company's overall experience with air quality management work and the tasks described in the scope of work.

### 11.3. Staff Qualifications (including subcontractors)

- Professional profiles of staff members of the firm's project team who would be assigned to perform project activities (air quality management planning, stakeholder engagement, emissions inventory development, atmospheric dispersion modelling, strategy development, etc.) including type and years of relevant project experience; length of service with the firm; and an indication of the office location of each assigned staff member. The bidder should include CV's and qualifications of critical staff or resources who will work on the project and should such resources resign during the project; the bidder should replace them with equivalents to ensure continuity of the project.
- Descriptive information about proposed subcontractors (i.e. air quality management planning, stakeholder engagement, emissions inventory development, atmospheric dispersion modelling, strategy

development, etc.) and their respective relevant experience in sufficient detail to permit LEDET to assess their capabilities for this program. Indicate the extent of the Company's experience with each proposed subcontractor.

- A summary of air quality management planning experience of the project team, emphasizing the types of tasks described in the scope of services.

General professional experience and competencies of the experts to be deployed:

- Team members shall have at least a master's degree and at least 5 years of experience in their area of expertise.
- Extensive experience in the use of GIS technology and data analysis (GIS mapping expert), report writing assignments, general development experience.
- Experience working with multidisciplinary teams of experts and coordinating with stakeholders in the public and private sectors.
- A good working knowledge of international best practices in environmental management, climate change & sustainable development issues;
- Ability to lead strategic planning, results-based management and reporting;
- Analytical skills, communications abilities, and teamwork abilities;
- Ability to perform under a heavy workload and tight deadlines.
- Excellent writing, editing, and oral communication;
- Ability to meet deadlines and prioritize multiple tasks; and
- Demonstrable experience and knowledge of local environmental issues (Limpopo region).
- Proven ability to work independently and meet deadlines set by the Team Leader.

#### **11.4. Technical Approach and Understanding of the Project**

- A brief summary of the bidder's interpretation of the work implied by these terms of reference.
- A description of the technical approach that will be employed to develop the AQMP based on the scope of work.
- A description of the applicable resources: personnel, facilities, and equipment that would be available for the projects, with an emphasis on the resources of the project office and the Company's ability to respond rapidly to a request for services.

#### **11.5. Project Management**

- A summary of the Company's project management system and project management methodology to be employed should be clearly described. The proposed Project Manager should be clearly designated and the organization of a typical project team, including lines of communication and responsibility, should be described.

- This summary should include a description of mechanisms that are in place at the project office that will ensure on-time performance of job tasks and high quality of deliverables (content, format, etc.).

#### **11.6. Project Implementation Plan Including Schedule of Activities and Output**

- Proposed activities required to generate the required outputs must be scheduled in a form that will allow the department to clearly understand the bidder's logic and coherence of the proposal;
- The project implementation plan should describe the timing of, and interrelationships between, the proposed activities and clearly provide delivery dates for the project outputs. A Gantt chart that graphically illustrates the project implementation plan should be attached as an annex to the proposal;

#### **11.7. Training and Capacity Building Program**

- A summary of training and capacity building program including the proposed material, contents and schedule necessary to ensure successful implementation of the AQMP.

#### **11.8. Project Quotation**

- A detailed budget necessary to provide the specific services as described in the scope of work, for the duration of the contract, must be submitted.
- In addition, a complete breakdown of hourly charge rates of professional and support staff by labour category, for the company and primary subcontractors; a schedule of overhead, indirect, general, and administrative costs and fees; and a table of major equipment rates shall be submitted for the duration of the contract.
- A detailed project budget must be provided in an annex and include a summary and/or detailed activity costing – (activity costing for each proposed project activity). Each proposed project activity should be analysed in terms of the required inputs (including resource schedule) and cost estimates.

In preparing the bid, the bidders must ensure that their bids clearly provide the information required for bid evaluation purposes. Each Bidder should submit his/her comprehensive proposal (as guided by requirements stated in the above sections) in an envelope. The envelope should bear the tender number and the project name.

**NB: Failure to submit any of the required documents may disqualify the Bidder's application.**

All proposals shall be submitted on or before the time and date and, at venue that is stated on the tender advertisement.

### **12. SUBMISSION OF PROPOSALS**

Submission from the service provider will be evaluated in terms of Two-envelope and the 80/20-point system as stipulated in the Preferential Procurement Policy Framework Act (Act 5 of 2000 and Preferential Procurement Regulations, 2017).

## 12.1. Two envelope system

The two-envelope system minimises any form of price bias in the technical selection phase by disclosing the price details to the evaluators after completion of the technical selection stages ensuring both sections are evaluated fairly and unbiased. The two envelope system is based on the submission of the Technical and Financial Proposals sealed in two separate envelopes. No Financial information may be contained in the Technical envelope as this will lead to automatic disqualification. Submission must be done as follows:

### 12.1.1. Technical Proposal (Envelope 1)

Bidders must submit their Technical Proposal in a sealed envelope with name of bidder, closing date and time and the bid number clearly indicated on the envelope. The envelope should only contain the Technical Proposal and compulsory forms (i.e. SBD1, SBD 4, SBD 6.1,) General Conditions of Contract, the original/original certified copy of B-BBEE Certificate or Sworn Affidavit and all other required documents as per Terms of Reference. No Financial information.

The **Technical Envelope** must not include the financial proposal.

**NB: *inclusion of financial information in a technical proposal envelope will lead to automatic disqualification of the specific proposal.***

### 12.1.2. Financial Proposal (Envelope 2)

Bidders must submit their Financial Proposal in a sealed envelope with name of bidder, closing date and time and the bid number clearly indicated on the envelope. The Financial Envelope must contain the project costs and disbursement as well as SBD 3.3. The Financial Proposal must be submitted in **SEPARATE** sealed envelope with the name of the bidder, closing date and time and the bid number clearly indicated on the envelope.

The **Financial Envelope** must not be included the Technical Proposal.

**NB: *Failure to comply with two-envelope requirement will automatically invalidate a bid.***

## 13. BIDEVALUATION CRITERIA

Bidders will be evaluated in accordance with the supply chain management policies, Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000) and Preferential Procurement Regulations of 2017.

### 13.1. Phase 1 – Evaluation on Compliance (Minimum qualification requirements)

- a) During this phase bid response are registered and to ascertain the number of Bid responses received before the closing date and time.
- b) Bidders must be registered on the National Treasury Central Supplier Database (CSD)

- c) Service providers may be disqualified if not meeting the following requirements:

Criteria	Requirement	
Tax Compliance	Tax Status must be compliant	
Business registration	Entity must be in business	
Company registration with central supplier database (CSD)	Bidders must be registered as a service provider on the Central Supplier Database (CSD). If not registered must proceed to complete the registration prior to submitting your proposal. Visit <a href="https://secure.csd.gov.za/">https://secure.csd.gov.za/</a> to obtain your vendor number.	
In the service of the state status	Bid will not be considered if Shareholders or directors are employed by state /government departments, municipalities, municipal entities, public entities unless approval has been attached.	
Tender defaulting and restriction status	Entity and directors must not be restricted	
Documents that must be submitted	Non-submission will result in disqualification	Requirement
Invitation to Bid – SBD 1	YES	Must be fully completed, signed by the authorized person and submitted with the bid by the closing date and time
Pricing Schedule – SBD 3.3	YES	Must be fully completed, signed by the authorized person and submitted with the bid by the closing date and time
Bidders Disclosure – SBD 4	YES	Must be fully completed, signed by the authorized person and submitted with the bid by the closing date and time
Preference Point Claim Form – SBD 6.1	NO	Non-submission will lead to a zero (0) score on BBBEE. Bidders must submit a Certified copy or original of valid BBBEE Status Level Verification Certificate issued by SANAS accredited Institutions (not copy of the certified copy and must not be older than three months) to be allocated points or an original sworn affidavit

### 13.2. Phase 2 – Technical Requirements (Functional Specifications, skills and experience, references and resources):

This evaluation will be based on the responses provided in the Bidders bid documents, using the functionality requirements in the TERMS OF REFERENCE section. The threshold values set for qualification of a bid is a score of **70% (or 70 points)** and all bidders who score below this score will be eliminated.

No.	Technical / Functional Criteria	Weights
1.	<p><b>Understanding of the concept air quality management:</b></p> <p>The bidder must demonstrate a clear understanding of the requirements of the bid and the role of service provider to the entire Air Quality Management. A clear, detailed and unambiguous plan that includes but is not limited to how the project will be conducted, when the outcomes of each step will be achieved and what resources will be utilised/required to be submitted.</p> <ul style="list-style-type: none"> <li>• <b>0 points</b> = Non submission or plan that demonstrates no understanding of air quality management</li> <li>• <b>5 points</b> = Plan demonstrates limited understanding of air quality management</li> <li>• <b>10 points</b> = Plan demonstrates a reasonable understanding of air quality management</li> <li>• <b>15 points</b> = Plan demonstrates an extensive understanding of air quality management</li> </ul>	15
2.	<p><b>Scope, Methodology and Approach:</b></p> <p>Service Providers must demonstrate an understanding of the brief, project scope, methodology to be employed and information provided in the bid document (relevance and accuracy). Furthermore, the service provider must develop a detailed project plan, which will include stakeholder engagement and communication, and methodological approach with step-by-step activities and associated time frames.</p> <p><b>Points allocation:</b></p> <ul style="list-style-type: none"> <li>▪ <b>0 points</b> = No submission of project plan;</li> <li>▪ <b>10 points</b> = submission of project plan with limited details and unclear timelines, activities and deliverables;</li> <li>▪ <b>20 points</b> = submission of project plan containing some details in respect of activities, timelines and deliverables</li> <li>▪ <b>30 points</b> = Detailed project plan with clear timelines, activities and deliverables</li> </ul>	30
3.	<p><b>Company Track record on Air Quality Management Plan Development projects:</b></p> <p>Relevance of the company's core business to the scope of the bid (the portfolio of services of the bidder). The service provider must have at least five successfully completed projects in relation to Air Quality Management Planning and impact analysis using atmospheric emissions inventory, numerical air quality modelling, ground air quality monitoring, satellite driven systems and air quality data analysis techniques.</p> <p>Bidders are required to attach to their RFP response, reference letter/s and Service Level Agreement <u>or</u> Award Letter <u>or</u> Official Purchase Orders from previous clients where similar services were rendered.</p> <p>Bidders must make sure that the reference letter is signed and entails the following but is not limited to:</p> <ul style="list-style-type: none"> <li>• The name of the company who is providing the reference letters;</li> <li>• The full contact details of the company who is providing the reference letters, this should include telephone number and the e-mail address of the contact person;</li> <li>• The reference letters must be signed by the recipient/client of the services;</li> <li>• A brief description of the project which was completed by the service provider, detailing the following: 1) period of the project, 2) project/Contract value and if they met the deliverables within in the project time lines;</li> </ul> <p><b>NB:</b></p> <p>➤ <i>Reference letters received without any of the above will not be considered, it will be subjected to further authentication/vetting.</i></p>	15

No.	Technical / Functional Criteria	Weights
	<p>➤ <b>Each reference letter must be submitted together with Service Level Agreement or Bid Award Letter or Official Purchase Order.</b></p> <p><b>Points allocation:</b></p> <ul style="list-style-type: none"> <li>▪ 0 points = No submission of reference letter/s;</li> <li>▪ 5 points = 1 – 2 AQMP development projects completed;</li> <li>▪ 10 points = 3 – 4 AQMP development projects completed;</li> <li>▪ 15 points = 5 or more AQMP development projects completed.</li> </ul> <p><b>NB: Reference letters indicating experience that is not relevant to above requirement will not be considered and will be allocated 0 point.</b></p>	
4.	<p><b>Key Personnel Competence and Skills:</b></p> <p>Service providers must provide profile (i.e. CV's) of key personnel to provide service for the Project that are knowledgeable and have a minimum of five (5) years' experience in AQMP development. Capability (profiles of key staff and persons to be assigned to the project).</p> <p><b>NB: Please ensure that profiles of the following key resources form part of the submission:</b></p> <ul style="list-style-type: none"> <li>▪ Project Manager/Team Leader</li> <li>▪ Key Project Team Members/Experts <ul style="list-style-type: none"> <li>✓ Environmental Management Specialist/s</li> <li>✓ Project Technician/s</li> </ul> </li> </ul> <p>The above key personnel will be supported by other project team members to ensure timely completion of project activities.</p> <p><b>3.1. Project Manager/Leader (20 Points)</b></p> <p>The appointed project manager must have a post graduate qualification in environmental science/management or related field, at least 5 years' experience in the air quality management sector having undertaken a variety of air quality management functions including ambient air quality monitoring, dispersion modelling, and atmospheric emission inventory development and reporting, atmospheric emissions licensing process. The project manager must have least 5 years' experience leading multidisciplinary teams and coordinating with stakeholders in the public and private sectors. The project manager must also demonstrate excellent analytical, interpersonal and problem-solving skills, ability to bring alternative thinking to an organisation.</p> <p>Bidders must submit a CV of the appointed project manager with certified copies of i) Professional registration with SACNASP or EAPASA, ii) Post graduate qualification in environmental science/management or related field iii) Recognised project management qualification/certification, iv) Official motivation as to why the nominated project manager should manage this project, and v) ID. A summary of successful projects completed as project manager must be included in the CV.</p> <p><b>Projects completed as Project Manager/Leader – Points allocation (max 10 points):</b></p> <ul style="list-style-type: none"> <li>▪ 0 points = no AQMP development projects successfully completed or no submission</li> <li>▪ 3 points = 1 – 2 AQMP development projects successfully completed</li> <li>▪ 6 points = 3 – 4 AQMP development projects successfully completed</li> <li>▪ 10 points = 5 or more AQMP development projects successfully completed</li> </ul>	40



No.	Technical / Functional Criteria	Weights
	<p><b>Academic Qualifications of Project Manager/Leader – Points allocation (max 10 points):</b></p> <ul style="list-style-type: none"> <li>▪ <b>0 points</b> = No Qualification or No submission</li> <li>▪ <b>3 points</b> = National Certificate or Diploma or equivalent</li> <li>▪ <b>6 points</b> = Relevant Graduate Degree or Honours Degree</li> <li>▪ <b>10 points</b> = Relevant Master's degree or above</li> </ul> <p><b>3.2 Project Team Members/Experts (20 points)</b></p> <p><b>General professional experience and competencies of the experts to be deployed:</b></p> <ul style="list-style-type: none"> <li>• Key team members shall have at least a master's degree and at least 5 years of experience in their area of expertise.</li> <li>• Experience working with multidisciplinary teams of experts and coordinating with stakeholders in the public and private sectors.</li> <li>• A good working knowledge of international best practices in environmental management, climate change &amp; sustainable development issues;</li> <li>• Professional registration with SACNASP or EAPASA</li> </ul> <p><b>3.2.1 Environmental Management Specialist (10 Points)</b></p> <p>The bidders must deploy competent Environmental Management Specialist/s with experience and competencies as outlined above. The bidder must submit a CV of the appointed Environmental Management specialist/s with certified copies of i) Qualification in Environmental Management/Science or Equivalent iii) ID, and vi) Professional registration with SACNASP or EAPASA</p> <p><b>Experience of Environmental Management Specialist/s – Points allocation (max 5 points):</b></p> <ul style="list-style-type: none"> <li>▪ <b>5 Points</b> = Relevant experience of 5 years and above</li> <li>▪ <b>3 Points</b> = Relevant experience of 3 – 4 years</li> <li>▪ <b>1 Points</b> = Relevant experience of 1-2 years</li> <li>▪ <b>0 Points</b> = No relevant experience or no submission</li> </ul> <p><b>Academic Qualifications of Environmental Management Specialist/s – Points allocation (max 5 points):</b></p> <ul style="list-style-type: none"> <li>▪ <b>0 Points</b> = No Qualification or No submission</li> <li>▪ <b>1 Point</b> = National Certificate or Diploma in Environmental Management or equivalent</li> <li>▪ <b>3 Points</b> = Graduate Degree or Honours Degree in Environmental Management or equivalent</li> <li>▪ <b>5 Points</b> = Master's degree or above in Environmental Management or equivalent</li> </ul> <p><b>3.2.2 Project Technical Specialist: (10 Points)</b></p> <p>The bidders must deploy competent technical specialist/s on Environmental Management Systems (Emission inventory, dispersion modelling, and ambient air quality monitoring) research.</p> <p><b>Experience of Project Technician – Points allocation (max 5 points):</b></p> <ul style="list-style-type: none"> <li>▪ <b>5 Points</b> = Relevant experience of 5 years and above</li> <li>▪ <b>3 Points</b> = Relevant experience of 3 – 4 years</li> <li>▪ <b>1 Point</b> = Relevant experience of 1-2 years</li> <li>▪ <b>0 Points</b> = No relevant experience or no submission</li> </ul>	

No.	Technical / Functional Criteria	Weights
	<b>Academic Qualifications of Project Technician – Points allocation (max 5 points):</b> <ul style="list-style-type: none"> <li>▪ <b>0 Points</b> = No Qualification or No submission</li> <li>▪ <b>1 Point</b> = National Certificate or Diploma in Environmental Management Science, Atmospheric Science or Equivalent</li> <li>▪ <b>3 Points</b> = Graduate Degree or Honours Degree in Environmental Management Science, Atmospheric Science or Equivalent</li> <li>▪ <b>5 Points</b> = Master's degree or above in Environmental Management Science, Atmospheric Science or Equivalent</li> </ul>	
	<b>TOTAL</b>	<b>100</b>

Bidders must score a minimum of 70% or 70 points, the minimum qualifying score that must be obtained for functionality in order for a tender to be considered for further evaluation on Price and BBEE.

**13.3. Phase 3 – Evaluation in terms of the PPPFA Regulations, 2017 pertaining to the Preferential Procurement Policy Framework Act, Act No 5 of 2000 (Preference Points: BBEE contribution)**

The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable. 80 points will be allocated to Functionality of the Bid, and 20 points to Price and Empowerment Objectives (PPPFA). The following selection criteria will be applied:

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

Preference Points for this bid will be awarded to a bidder for attaining the B-BBEE status level of contributor in accordance with the table below:

**Breakdown of points:**

80/20 Preference Point Component	Points
Pricing	80
B-BBEE	20
Total	100

- a) The Bidder obtaining the highest number of total points will be awarded the tender.
- b) Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts. Conditional discounts will not be taken into account for evaluation purposes but will be implemented when payment is affected.
- c) In the event that two or more tenderers have scored equal total points, the successful tenderer must be the one that scored the highest number of preference points for B-BBEE.
- d) However, when functionality is part of the evaluation process, and two or more tenderers have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality, documented in Phase 2.
- e) Should two or more tenderers be equal in all respects, the award shall be decided by the drawing of lots.
- f) Bidders wishing to claim preference points must complete SBD6.1 - Preference Point Claim form in terms of Preferential Procurement Regulations, 2017.

#### 14. SPECIAL CONDITIONS OF THE BID

- a) The performance measures for the delivery on the project and ongoing performance management of the Service agreement will be closely monitored by LEDET.
- b) The Service Provider/s must guarantee the presence of the senior in charge of fieldwork throughout the duration of the contract. Prior to the appointment of a replacement, LEDET must approve such appointment. If the senior has to leave the project, a period of at least a month is required, in which the senior must work parallel with the next person (senior consultant with similar expertise and equal years of experience) appointed able to transfer skills and knowledge.
- c) The service provider should provide in so far as possible, the following:
- d) A comprehensive budget showing the charge out rate of all staff to be involved in the project and all other cost factors such as travelling. Travelling costs and time spent or incurred between home and office of consultants and LEDET offices will not be for the account of LEDET
- e) A breakdown of the hourly tariff, inclusive of value added tax for services to be rendered, if you are a VAT vendor. Bidders must be prepared to work at rates not exceeding those prescribed by the office of the Auditor-General or Department of Public Service Administration
- f) A clear schedule of deliverable dates, indicating the value of the deliverable and dates on which invoices will be submitted
- g) Services rendered outside the scope of the project, without prior approval of the department (BID adjudication committee and Accounting Officer) will not be reimbursed
- h) If the bidders are a joint venture between BEE firm and a non-BEE firm, detail of how the work will be split between the firms, including the profit sharing ratio, should be clear such that LEDET can audit the actual work allocation during the delivery to enforce the transfer of skills between the firms and satisfy itself that there is no fronting or corrupt relationship. The percentage involvement of each company in the joint venture

should also be indicated and all members of the joint venture should sign the contract and are jointly and severally liable for the entire assignment. A Joint Venture Agreement MUST be attached to the bids upon submission

- i) LEDET reserves the right to invite shortlisted companies to present their bid proposals for information and enhancement of decision
- j) The proposal should include, amongst other: A proposed plan of action; A list of references; and Ability to ensure continuing of staff on the project.
- k) Comprehensive Curriculum Vitae (CV) of the staff who will be available for the duration of the contract must be attached. In case where bidders submitted CV's of personnel from other companies, bidders must indicate if the personnel is sub-contracted or employed full time or part time, and indicate the period of the engagement with the bidder. A signed agreement between two parties or an agreement between personnel and a company must be included with the proposal.
- l) The bid proposals should be submitted with all required information containing technical information.
- m) LEDET will not be held responsible for any costs incurred by the bidder in the preparation, presentation and submission of the bids.
- n) All the conditions specified in the General Conditions of Contract (GCC) will apply and where the conditions in the special conditions of contract contradicts the conditions in the general conditions of contract the special conditions of contract will prevail.
- o) LEDET is not bound to select any of the firms submitting proposals. LEDET reserves the right not to award the contract to the lowest bidding price as well as to renegotiate the bid price of the preferred applicant.
- p) Bidders must score a minimum of 70% (The minimum qualifying score that must be obtained for functionality in order for a tender to be considered further should not be generic. It should be determined separately for each tender on a case-by-case basis.
- q) LEDET reserves the right to invite shortlisted companies to present their bid proposals for final decision.
- r) LEDET will not be held responsible for any costs incurred by the bidder in the preparation and submission of the bids
- s) The successful bidder must assign a dedicated Project Manager for the assignment with proven project management skills, experience as consultant on air quality management planning, emission inventory development and atmospheric dispersion modelling as well as sufficient knowledge of provincial set-up, networks, activities, major projects and players. Stakeholder consultation/engagement, research experience.
- t) Bidders must comply with all procurement conditions of the department, including the provision of valid tax clearance certificates. Preferential Procurement Policy Framework Act (PPPFA) principles shall apply; submissions will be evaluated according to the provisions of that Act;
- u) The project will be awarded subject to a legally binding contract being entered into between the preferred bidder and LEDET.

- v) Travelling costs and time spent or incurred between home and office of consultants and LEDET's office will not be for the account of LEDET.
- w) Intellectual property rights will belong to LEDET.

#### 15. CONTRACT MANAGEMENT

The Project Director will monitor the implementation of part 5 (above) and adjudicate over reports and see if they meet the required standards and provide direction at any required time. The successful Bidder will be expected to appoint/nominate a Project Manager. The Project Manager shall take responsibility for service delivery and will be the contact person between LEDET and the company.

#### 16. PRICES

- a) All services pricing should be inclusive of all taxes and payment shall be made in South African Rand;
- b) Service Provider to provide rates per person, per hour on human resources that will be providing services to LEDET;
- c) LEDET may require a breakdown of rates on any of the items priced and the Bidders are to provide same without any additional costs and also provide a "Pricing Guide" or "Transaction Fee Schedule"; and
- d) The total amount should be carried out on the Standard Bidding Form SBD3.3.

#### 17. PAYMENT TERMS

Payments shall be done in accordance with the Public Finance Management Act, treasury regulations and all other related and applicable acts. LEDET undertakes to pay out in full or as per deliverables within 30 (thirty) days all valid claims for work done to its satisfaction upon presentation of a substantiated claim and the required reports stipulated in special conditions. No payment will be made where there is outstanding information/work not submitted by the Service Provider/s until that outstanding information is submitted.

#### 18. COPYRIGHTS, PATENTS AND OTHER PROPRIETARY RIGHTS

LEDET will be entitled to all copyright, patent and other proprietary rights and trademarks with regards to the products, information, documents and other materials which bear a direct relation to or are produced or prepared or collected in the course of the execution of the project.

## 19. CONFIDENTIALITY

- a) Bids submitted will not be revealed to any other Bidders and will be treated as contractually binding
- b) All information pertaining to LEDET obtained by the Bidder as a result of participation in this Request for Bid is confidential and must not be disclosed without written authorization from LEDET; and
- c) The successful Bidder will be expected to sign a service level agreement with the LEDET.

## 20. VALIDITY PERIOD

All bids submitted by the bidders must be valid for a period of 120 days from the closing date.

## 21. CONTRACT DURATION

The contract arising from this bid shall be valid for a period of twelve (12) months.

## 22. TECHNICAL AND BID ENQUIRIES

Should you require any further information in this regard, please do not hesitate to contact:

Technical Enquiries	Bidding Process
Mrs. Thivhafuni PO Deputy Director: Integrated Pollution and Waste Management Tel: (015) 293 7022 Cell: 079 499 4428 Email: <a href="mailto:ThivhafuniPO@ledet.gov.za">ThivhafuniPO@ledet.gov.za</a>	Mr. Mmola KO Deputy Director: Supply Chain Management Tel: (015) 293 8852 Cell: 067 414 3134 Email: <a href="mailto:MmolaKO@ledet.gov.za">MmolaKO@ledet.gov.za</a>

## 23. ADDRESS FOR SUBMISSION OF PROPOSALS

- a) Proposals/Bids by bidders must be hand deposited into:  
**Silver Tender Box,  
Evridiki Towers,  
Department of Economic Development, Environment and Tourism  
19 Biccard Street  
Polokwane**

**NB:** The Department will record all bid proposals received by the deadline.

- b) Bid submission should be made before or at 11h00 on the date stipulated in the advert.

#### 24. LATE BIDS

Bids received after the closing date and time, at the address indicated in the bid documents, will not be accepted for consideration and where practicable, be returned unopened to the bidder.

# **THE NATIONAL TREASURY**

**Republic of South Africa**



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

**July 2010**



**GOVERNMENT PROCUREMENT**  
**GENERAL CONDITIONS OF CONTRACT**  
**July 2010**

**NOTES**

The purpose of this document is to:

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

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

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

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## **General Conditions of Contract**

### **1. Definitions**

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

RSA.

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

obligations of the supplier covered under the contract.

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

**2. Application**

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

**3. General**

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

**4. Standards**

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

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

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

**6. Patent rights**

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

**7. Performance security**

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

**8. Inspections, tests and analyses**

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

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

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

## **9. Packing**

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

## **10. Delivery and documents**

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

## **11. Insurance**

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

## **12. Transportation**

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

## **13. Incidental services**

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

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

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

#### 14. Spare parts

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

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

#### 15. Warranty

- 15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.
- 15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take



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

**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.

Js General Conditions of Contract (revised July 2010)