



forestry, fisheries & the environment

Department:
Forestry, Fisheries and the Environment
REPUBLIC OF SOUTH AFRICA

INVITATION TO BID

BID NUMBER: DFFE-T064 (21/22)

APPOINTMENT OF A SERVICE PROVIDER FOR A PERIOD OF 14 MONTHS WITH THE
EXTENSION OF A STRATEGIC ENVIRONMENTAL ASSESSMENT TO SUPPORT THE EFFICIENT
AND EFFECTIVE EXPANSION OF THE ELECTRICITY GRID INFRASTRUCTURE FOR SOUTH
AFRICA

Contact persons:

Name: Dr D Fischer
Cell phone: 0827729837
E-Mail: dfischer@environment.gov.za

NATIONAL TREASURY CENTRAL SUPPLIER DATABASE (CSD) REGISTRATION INFORMATION

Bidder name	Registration number	Central Supplier Database (CSD number)	
			Main contractor
			Sub-contracted/ joint venture comp 1
			Sub-contracted/ joint venture comp 2

CLOSING DATE OF THE BID: 10 FEBRUARY 2022 AT 11H00

PART A INVITATION TO BID /

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	DFFE-T064 (21/22)	CLOSING DATE:	10 FEBRUARY 2022	CLOSING TIME:	11:00
DESCRIPTION	APPOINTMENT OF A SERVICE PROVIDER FOR A PERIOD OF 14 MONTHS WITH THE EXTENSION OF A STRATEGIC ENVIRONMENTAL ASSESSMENT TO SUPPORT THE EFFICIENT AND EFFECTIVE EXPANSION OF THE ELECTRICITY GRID INFRASTRUCTURE FOR SOUTH AFRICA				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
Department of Forestry Fisheries and the Environment; The Environment House,					
473 Steve Biko Road; Cnr Soutpansberg and Steve Biko Road, Arcadia Pretoria /Tshwane					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Mr Jacque Steyn or Ms Emily Babedi or Vonani Rikhotso		CONTACT PERSON	Dr D Fischer	
TELEPHONE NUMBER	012 399 9019		TELEPHONE NUMBER	0827729837	
FACSIMILE NUMBER	N/A		FACSIMILE NUMBER	N/A	
E-MAIL ADDRESS	jsteyn@environment.gov.za ebabedi@environment.gov.za vrrikhotso@environment.gov.za		E-MAIL ADDRESS	dfischer@environment.gov.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT [TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> 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

1. BID SUBMISSION:
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED--(NOT TO BE RE-TYPED) OR 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).
2. TAX COMPLIANCE REQUIREMENTS
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER:

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

DATE:

APPENDIX 1
PRICING SCHEDULE
 (Professional Services)

NAME OF BIDDER: BID NO: DFFE-T064 (21-22)

CLOSING TIME 11:00 ON 10 FEBRUARY 2022

OFFER TO BE VALID FOR 120 DAYS FROM THE CLOSING DATE OF BID.

ITEM NO	DESCRIPTION	BID PRICE IN RSA CURRENCY INCLUSIVE OF <u>VALUE ADDED TAX</u>
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APPOINTMENT OF A SERVICE PROVIDER FOR A PERIOD OF 14 MONTHS WITH THE EXTENSION OF A STRATEGIC ENVIRONMENTAL ASSESSMENT TO SUPPORT THE EFFICIENT AND EFFECTIVE EXPANSION OF THE ELECTRICITY GRID INFRASTRUCTURE FOR SOUTH AFRICA

1. Services must be quoted in accordance with the Project deliverables in section 5 of the TOR

EXPECTED DELIVERABLES	OVERALL TIME ALLOCATION	HOURLY RATE PER STAFF MEMBER	STAFF MEMBERS TO BE ALLOCATED PER OUTPUT AND COSTS	TIME TO BE ALLOCATED PER STAFF MEMBER PER OUTPUT	TOTAL COST
Immediate Objective A Inception workshop detailed workplan and project information page set up on the consultant's website					R.....
Disbursements Immediate Objective A Identification of disbursement					R.....
Immediate Objective B Sector specific meetings held to inform specific outputs					R.....
Disbursements Immediate Objective B Identification of disbursement					R.....
Immediate Objective C Confirmation of additional route requirements					R.....
Disbursements Immediate Objective C Identification of disbursement					R.....
Immediate Objective D Environmental data collection and specialist assessment					R.....

Disbursements Immediate Objective D Identification of disbursement					R.....
Immediate Objective E Draft engineering constraints map, environmental sensitivity map and recommendations					R.....
Disbursements Immediate Objective E Identification of disbursement					R.....
Immediate Objective F Stakeholder consultation					R.....
Disbursements Immediate Objective F Identification of disbursement					R.....
Immediate Objective G Final constraints and environmental sensitivity map and final recommendations					R.....
Disbursements Immediate Objective G Identification of disbursement					R.....
Immediate Objective H Consultation on draft SEA document					R.....
Disbursements Immediate Objective H Identification of disbursement					R.....
Immediate Objective I Final SEA document and close out report					R.....
Immediate Objective I Identification of disbursement					R.....
	SUB-TOTAL EXCLUDING VAT				R.....
	VAT 15%				R.....
	TOTAL INCLUDING VAT				R.....

2. Period required for commencement with project after acceptance of bid_____

- 3 Are the rates quoted firm for the full period? Yes/No
4. If not firm for the full period, provide details of the basis on which
Adjustments will be applied for.

SBD 4

DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes an advertised competitive bid, a limited bid, a proposal or written price quotation). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-
 - the bidder is employed by the state; and/or
 - the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.
2. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**
 - 2.1 Full Name of bidder or his or her representative:
 - 2.2 Identity Number:.....
 - 2.3 Position occupied in the Company (director, trustee, shareholder², member):
 - 2.4 Registration number of company, enterprise, close corporation, partnership agreement or trust:
 - 2.5 Tax Reference Number:
 - 2.6 VAT Registration Number:
 - 2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / PERSAL numbers must be indicated in paragraph 3 below.

¹"State" means –

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

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

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

2.7.1 If so, furnish the following particulars:

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

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

Position occupied in the state institution:

Any other particulars:

.....

.....

.....

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

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

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

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

.....

.....

.....

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

2.8.1 If so, furnish particulars:

.....

.....

.....

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

2.9.1 If so, furnish particulars.

.....

2.10 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid?

2.10.1 If so, furnish particulars.

2.11 Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are bidding for this contract?

YES/NO

2.11.1 If so, furnish particulars:

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

[illegible]

4 DECLARATION

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

November 2011

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

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

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

1. GENERAL CONDITIONS

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

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

1.2

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

1.3 Points for this bid shall be awarded for:

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

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

	POINTS
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

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

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

P_{min} = Price of lowest acceptable bid

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

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

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

5. BID DECLARATION

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

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

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

7. SUB-CONTRACTING

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

(***Tick applicable box***)

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

- 7.1.1 If yes, indicate:

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

(***Tick applicable box***)

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

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

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

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

8. DECLARATION WITH REGARD TO COMPANY/FIRM

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

8.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

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

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

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

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

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

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

WITNESSES

1.
2.

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

DATE:

ADDRESS

.....

.....

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied). The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>

4.4.1	If so, furnish particulars:
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SBD 8

CERTIFICATION

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

Js365bW

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Standard Bidding Document (SBD) must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
- 4 This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

¹ Includes price quotations, advertised competitive bids, limited bids and proposals.

² Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

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

I certify, on behalf of: _____ that:

(Name of Bidder)

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

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

Js914w 2



forestry, fisheries
& the environment

Department:
Forestry, Fisheries and the Environment
REPUBLIC OF SOUTH AFRICA

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

TERMS OF REFERENCE

APPOINTMENT OF A SERVICE PROVIDER FOR A PERIOD OF 14 MONTHS WITH THE EXTENSION OF A STRATEGIC ENVIRONMENTAL ASSESSMENT TO SUPPORT THE EFFICIENT AND EFFECTIVE EXPANSION OF THE ELECTRICITY GRID INFRASTRUCTURE FOR SOUTH AFRICA

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1 PURPOSE

This document provides the terms of reference (TOR) for a consultant team to assist the Department of Forestry, Fisheries and the Environment (DFFE) in partnership with Eskom to expand the Strategic Environmental Assessment finalised in June 2016 to:

- Identify three additional strategic electricity corridors for the efficient expansion of the electricity transmission infrastructure for the planning horizon of 2040: and
- Assess the three additional Electricity Transmission and Distribution Corridors, as well as the eleven existing Renewable Energy Development Zones (REDZs) for acceptance of the application of the *Standard for the Development of Electricity Transmission and Distribution Power Line Developments within identified Geographical Areas* to allow for the exclusion of activities associated with the development of such transmission and distribution lines as well as the associated substations, from the requirement to obtain environmental authorisation from the competent authority.

This TOR expands the scope of Phase 1 and 2 of the Electricity Grid Infrastructure Strategic Environmental Assessment (EGI SEA) which were completed in the first quarter of 2016 and the third quarter of 2019 respectively. Phase 1 of the EGI SEA identified five Strategic Transmission Corridors Phase 2 identified an extension to the Western and Eastern Strategic Transmission Corridors.

2 INTRODUCTION AND BACKGROUND

Between 2014 to 2020, the former Department of Environmental Affairs (DEA) embarked on a programme to undertake Strategic Environmental Assessments (SEA) to support various Government priority projects. These projects included the Strategic Integrated Projects (SIPs), the Phakisa initiative, the Infrastructure Build Programme, the Extended Public Works Programme and the Independent Power Producers Procurement Programme (REIPPPP) for procuring renewable energy to achieve the renewable energy generation targets of the Integrated Resource Plan, 2011. These SEAs proactively assessed the environmental sensitivity of specific geographical areas in which the projects were planned or in which specific activities could be incentivised based on favourable environmental resources, for example renewable energy. The SEAs lead to the streamlining of the environmental impact assessment process for these identified activities and in some cases, the activities were excluded from the requirement to obtain an environmental authorisation altogether.

To support strategic planning initiatives and to ensure that the energy needs of the country are met, Eskom undertook a transmission network assessment (GCCA-2040) which considers grid requirements until 2040 using the 2010 Integrated Resource Plan as a baseline. The study identified the need to expand the electricity grid network within five major power corridors. The expansion of the electricity transmission and distribution infrastructure forms part of the infrastructure build program, the implementation of which is a government priority. "Electricity Transmission and Distribution for all" has been identified as a Strategic Integrated Project (SIP) 10.

In 2014 a SEA was undertaken on these five proposed power corridors to determine their environmental sensitivity and to align the boundaries with identified environmental and engineering constraints. The outcomes of the SEA were as follows:

- The identification of five strategic energy corridors which were gazetted for implementation and for consideration in national, provincial and local government planning processes.
- Within these identified corridors the environmental impact assessment (EIA) process was streamlined and simplified as follows:

- The submission of a pre-negotiated route for consideration in the EIA process was mandated which allows Eskom more freedom to re-route without amending the environmental authorisation should the landowners require excessively high prices for servitudes through the land negotiation process;
- The authorisation process was changed from a scoping and environmental impact assessment process to a basic assessment process, reducing time and costs (maximum timeframe 350 days to 230 days);
- In addition to the change of process, the timeframe for decision making was reduced from 107 days to 57 days reducing the overall maximum timeframe for the process to 180;
- The development and pre-approval of a generic environmental management programme for transmission and distribution powerline and sub-station which eliminated the need for the development and review of site-specific environmental management programmes; and
- The development of environmental assessment protocols for specific environmental themes which intended to guide the content of the relevant specialist assessments to ensure responses to specific aspects which facilitates decision making.

A second phase of the electricity grid SEA was undertaken through the Phakisa Initiative as part of the development of the SEA for a Phased Gas Pipeline Network. This SEA included the extension of the existing eastern and western strategic transmission corridors and the development of a standard for the exclusion of transmission and distribution power lines and substations in the transmission corridors from the requirement to obtain environmental authorisation. The SEA was completed at the end of 2019 and the extensions to the western and eastern coastal corridors were gazetted for implementation in April 2021, with the standard being gazetted for public comment and still to be gazetted for implementation.

The SEA approach has provided Eskom with the required certainty and flexibility to ensure that the main transmission and distribution network can be located in areas with the least environmentally and engineering constraints and economically viable, based on the pre-assessment of various attributes in the identified geographical areas. The implementation of large-scale infrastructure projects to drive the economy will become even more urgent due to the need to stimulate and kick-start the economy after the effects of the COVID 19 pandemic.

In June 2021 the updated version of the Generation Connection Capacity Assessment of the 2023 Transmission network was published by Eskom (GCCA-2023). This revision was an effort by Eskom to update and make information on network capacity available to bidders in the fifth round of the REIPPPP which requires preferred bidders to connect their renewable energy facilities to the national grid by 2023. The assessment considered six supply areas covering the area south from the North West and Free State provinces to the Western Cape. This assessment identified that although there was approximately 10.5 GW of generation capacity available for the total area assessed, this generation capacity was not evenly distributed and the Northern Cape power corridors are highly constrained and cannot evacuate additional generation capacity from that approved through Bid Window four and the Risk Mitigation procurement process. Therefore, substantial upstream network strengthening is required to facilitate new generation capacity in the Northern Cape.

The Northern Cape has the highest solar irradiation in South Africa, large areas of sub-optimal grazing land as well as high levels of poverty. As such, this province is ideally suited for the development of solar photovoltaic energy facilities and it is therefore essential, from a resource and social point of view, for this area to be considered for additional renewable energy projects in bid window five and any future bid windows. Due to the urgent need for grid strengthening to support further renewable energy development in these areas, Eskom has requested that the Department consider two extensions of the strategic transmission corridors in the Northern Cape and one to link the transmission grid to Botswana. The two additional corridors in the Northern Cape province will allow for the harnessing of renewable energy from the area and the connection with Botswana will enable energy trading and commerce among the interconnected entities.

In response to Eskom's request for the three extensions to the strategic corridors network, the DFFE now intends to undertake a further SEA to achieve the following tasks:

- identify two additional corridors which join the central and northern corridor in the Karoo to allow for grid strengthening;
- identify an additional international corridor to Botswana to allow for energy trading; and
- assess the environmental sensitivity of these new corridors as well as the 11 REDZs to allow for the *Standard for the Development of Electricity Transmission and Distribution Power Line Developments within identified Geographical Areas*, to apply to these geographical areas. The application of this standard in these pre-assessed geographical areas is to facilitate the exclusion of identified activities¹ related to the expansion of electricity grid infrastructure and substations, from the need to obtain environmental authorisation prior to commencement.

The identification of two additional corridors in the Karoo will address faults in the main transmission lines between the north and south of the country, while the third additional corridor will provide a cross boarder link with Botswana. The exclusion of grid expansion and substations will speed up the provision of electricity infrastructure and will promote the stabilization of the energy system.

3 PROBLEM ANALYSIS

There is a need to move towards a less carbon intensive economy and to stabilise the energy system through an increase of energy produced from renewable resources and to enhance transmission and distribution capacity. In this regard, Cabinet has approved a revised Integrated Resource Plan 2019 (IRP 2019) which increases the amount of energy to be produced through renewable energy sources by 2030. This expansion of the renewable energy industry and its supporting grid infrastructure will trigger a number of identified activities for which EIAs will need to be undertaken.

In order to assist to streamline the EIA process while not compromising on environmental protection, the DFFE has commissioned two SEAs considering the expansion of electricity grid infrastructure. The first SEA highlighted the possibility for the authorisation process for this technology to be streamlined and simplified within identified pre-assessed corridors. The second SEA extended the northern and western strategic electricity corridors and produced an electricity grid infrastructure standard (EGI standard) which is to facilitate the exclusion of grid expansion and the development of substations from the need to obtain environmental authorisation in the identified geographical areas before commencement with construction activities.

The DFFE now wishes to

- identify an additional three electricity corridors to link the northern and central corridors as well as provide a link to Botswana.
- assess the additional corridors and the 11 REDZs to determine the acceptability of further streamlining the EIA process by excluding the development of electricity grid infrastructure and substations in these geographical areas, when complying to the prescribed EGI standard and when developed within areas of low environmental sensitivity.

In order to achieve these objectives, the DFFE requires the assistance of a multidisciplinary team of professional consultants.

¹ Activities identified in the Listing Notices associated with the Environmental Impact Assessment Regulations, 2014 as amended

4 OVERALL OBJECTIVE

The overall objective of the consultancy is framed as:

In partnership with Eskom and in consultation with relevant stakeholders, identify three additional strategic energy corridors. Two to join the northern and central strategic energy corridors and one to link to Botswana. In addition to assess these corridors and the 11 REDZs to facilitate the exclusion of grid infrastructure expansion and substations from the need to obtain environmental authorisation when developed in areas of low or medium environmental sensitivity and when conforming to the prescribed standard.

5 IMMEDIATE PROJECT OBJECTIVE- SCOPE OF WORK

Within 14 months after the initiation of the project, identify routing corridors for the expansion of the electricity grid infrastructure to strengthen the electricity infrastructure between the central and northern corridors as well as an international corridor to the Botswana border and assess these energy corridors as well as the 11 REDZs for related infrastructure including substations, with the view to excluding these identified activities from the need to obtain environmental authorisation when developed in areas of low or medium environmental sensitivity and complying to the prescribed EGI standard.

In order to contribute to the overall project objective, the consultancy has the following immediate objectives for the additional work, to be included as part of the scope of work conducted for the expanded SEA:

5.1 Immediate Objective A – Inception workshop, detailed work plan and project information page on the consultant's website

An inception workshop is to be held where aspects of the project are to be discussed and agreed between the consultant team, the DFFE and Eskom. A detailed work plan is then to be developed by the consultant team for approval by DFFE before work commences. A page on the consultant's website must be developed for the project on which all new information is to be made available for public input and which allows stakeholders to leave comments which must be included in the comments and responses document. This page must be updated with all outputs of the project throughout the duration of the project.

The Department will advertise the start of the project and request any interested stakeholder to participate and to submit their details to the consultant team for further involvement throughout the project.

5.2 Immediate Objective B - Sector specific meeting

As inputs from a number of specific sectors will be required, it is anticipated that sector specific meetings will need to be set up to gather information and to receive feedback. The consultant team will among others, be required to set up these meetings. It is assumed that these meetings will be virtual and there will not be a need for venues or travel. These sector specific meetings will be chaired by DFFE, inputs from the consultant team will be in the form of invitations, presentations and discussion to identified relevant issues and generate debate as well as minute taking. It is assumed that 4 sector specific meetings will be held through the duration of the project at intervals to be identified by the consultant team in relation to specialised information being required for tasks.

5.3 Immediate Objective C - Confirmation of additional corridor requirements

Eskom has identified preliminary corridors in the three areas of interest which are shown on the map attached as Appendix A. The boundaries of these proposed corridor are to be refined, taking into consideration the needs of high energy intensive users, the renewable energy industry and the Strategic Development Plans of Local and Provincial Government, as well as the development priorities of any Environmental Management Frameworks, biosphere plans and any government priority plans, among others. The preliminary corridors from this output must be assessed in detail for environmental sensitivity and engineering constraints as part of the next Objective D. The preliminary corridors will be approximately 110km wide and must consider the relevant planning information and the needs of relevant stakeholders.

5.4 Immediate Objective D – Environmental data collection and specialist assessment

The consultant team will need to identify the various environmental and engineering data layers that need to be used for the environmental and engineering constraints layer for the three aligned power corridor and any new data which has become available for the existing 11 REDZs. Attributes for consideration need to be identified and factors need to be added to determine the level of importance of these attributes to determining environmental sensitivity and engineering constraints. When considering this aspect attention must be given to the manner in which these values were applied in the 2016 and 2019 EGI SEAs, to ensure that the information is comparable. Input on engineering constraints will be provided by Eskom and the consultant team must work closely with Eskom on this activity. Where specialists to undertake the specific environmental assessment are not available within the consultant team, such specialists must be appointed who have professional knowledge of the theme, have more than 10 years of experience in the field and be familiar with the area to provide reliable ground-truthing from experience. It is anticipated that two specialists will be required over and above the specialists in the consultant team, these two specialists will consider visual and avian impacts. It is anticipated that one week of field verification for the two specialists will be required. The costs associated with the appointment of specialists must not exceed 25% of the contract value. The layers will be used to inform the “engineering constraints map” and the environmental sensitivity map” to be generated as Objective E.

The national environmental screening tool contains much of this data, therefore it is just necessary to ensure that there is no data which is more recent or to fill any identified gaps. The attributes to be considered must include but should not be limited to the following:

- Topography
- Geology/soils
- Hydrology features
- Geohydrology
- Fauna and flora (including red data species and threatened and protected species)
- Wetlands
- Heritage resources
- Exclusive habitats
- Protected and conservation areas and possible expansion plans for the surrounding area
- Avifaunal activity and migratory paths
- Agricultural potential
- Mineral potential
- Mineral rights
- Operating mines
- Tribal Land
- Land claims
- Degraded land
- Government owned land
- Eskom owned land
- Land values
- Karoo Central Astronomy Advantage Areas
- Current land use
- Current zoning
- Current infrastructure including roads and rail
- The existing electricity grid connection network including substations and support infrastructure
- Local government integrated development plans
- Environmental Management Frameworks available for the study areas

- The location of current wind or solar energy applications in the study areas
- Existing SEAs undertaken within the study areas
- Scenic routes
- Economic zones

The consultant team, supported by the two specialists, must work in close cooperation with the DFFE's GIS unit, the Eskom engineering team and the Eskom GIS unit. The data must conform to the DFFE's metadata standards. The relevant specialist assessments must be undertaken to determine/confirm the environmental sensitivity within the primary corridors and to assess the existing REDZs for the application of the EGI standard. Mitigation measures for areas of sensitivity are also to be identified. It is possible that new sensitivity data will be generated or the existing data merely confirmed for the area. This information must be able to be incorporated into the wall-to-wall data layers that is prepared for the screening tool. All data that is generated from this project must be provided to South African National Biodiversity Institute (SANBI)/DFFE for incorporation into the national environmental data sets currently available for the country, and the consultant team must engage with SANBI/DFFE in this regard and close collaboration with SANBI/DFFE GIS team is therefore an imperative.

5.5 Immediate Objective E - Draft "engineering constraints map", draft environmental sensitivity" map and draft recommendations

Once the layers have been overlaid and the environmental sensitivity and engineering constraints determined through the assessment, the consultant team in consultation DFFE and Eskom, must prepare a draft "engineering constraints map" and an "environmental sensitivity map" for the study areas. The maps are to specifically identify areas in which the development of powerlines or substations is to be avoided, i.e., areas that would be sensitive to the development of transmission lines or substations and for which no mitigation measures are available and areas that would pose great engineering challenges and would increase development costs. Areas of low environmental sensitivity should also be identified and mapped. The mapping exercise is to consider the 3 strategic energy corridor study areas and confirmed for the 11 REDZs.

The intention of this mapping exercise is to identify areas ideal for transmission expansion as there would be no foreseeable environmental or engineering constraints within a 100km wide corridor. A pinch point exercise is to be undertaken on the corridors to identify if it is possible to locate a pre-determined number of electricity lines in the corridor without encountering environmental and engineering constraints. This exercise is to identify any areas which are specifically sensitive or pose significant engineering constraints, for the development of the pre-determined number of electricity lines, with the view of moving the corridors away from these areas if possible. This process was followed in the 2016 SEA and it is expected that a similar process should be followed, improving where necessary and possible.

Once the overlays and pinch point analysis have been completed the draft corridors are to be identified and spatially located.

The consultant team must consider the environmental sensitivity associated with the REDZs in relation to the application of the EGI standard and make draft recommendations on the ability to utilise the standard for the exclusion of EGI and substations in areas of low and medium environmental sensitivity within the REDZs.

5.6 Immediate Objective F – Stakeholder consultation on draft outputs and recommendations

The consultant team is to identify a list of stakeholders drawn from various sectors who would have an interest in the objectives of the SEA as well as from responses to the DFFE's advertisement of the start-up of the project. A stakeholder data base is to be prepared and discussed with the DFFE/Eskom. Stakeholders must be kept informed of the availability of any new information relating to the project throughout. The stakeholder list is to

include various Government Departments, the renewable energy sector, provincial departments responsible for the environment, relevant Municipalities, NGO's including World Wildlife Fund (WWF) and Birdlife Africa. The consultant team is to invite the stakeholders to a stakeholder consultation meeting, RSVPs must be requested and follow ups are to be made to ensure maximum participation at the meeting. The draft documents must be provided to the relevant stakeholders prior to the meeting.

The consultant team must present the draft "environmental sensitivity map" and the draft "engineering constraints map" to identify additional constraints to be considered and eventually to confirm the "engineering constraints and environmental sensitivities". The methodology used for the identification of the proposed areas must be discussed and the proposed draft corridors presented for comment and input. The recommendations on the use of the EGI standard within the proposed new corridors and the existing REDZs are also to be discussed. The comments and responses document is to be updated with the inputs made. The web-page must be updated with the draft outputs and the updated comments and responses document.

5.7 Immediate Objective G – Final corridors prepared and draft SEA report prepared

Once the draft maps, corridors and recommendations have been consulted as above, the maps, corridors and recommendations must be updated based on relevant inputs and finalised. The draft SEA report is to be prepared. The SEA reports done for previous projects must be consulted and the reports should be comparable. The web-page must be updated with the final maps and corridors and draft SEA documentation as well as the updated comments and responses document.

5.8 Immediate Objective H - Consultation on SEA report

The consultant team is required to consult on the draft SEA document by requesting written comment, it is not envisaged that a further stakeholder meeting will be necessary, however the consultant team must follow up with important stakeholders to ensure input. The comments and responses document must be updated as well as the project page on the consultant's website.

5.9 Immediate Objective I – Final SEA document and close out report

The SEA report is to be updated taking into consideration any inputs received as well as the comments and responses document updated. The stakeholders must be thanked for their input and told where to find the final documents. The final documents must be placed on the project page on the consultant's website.

The consultant team is required to prepare a close out report for the project which outlines the objectives achieved.

6 EXPECTED DELIVERABLES/OUTCOMES

The consultant team that is the subject of these terms of reference is to consider all existing information relevant to the first two phases of the electricity grid infrastructure SEA, the EGI standard and the information available on the screening tool, as significant information is available and must be consideration. The methodology used in the previous SEAs has proved to be successful and has produced the outputs required. For the three additional corridors and the application of the EGI standard to the REDZs, it is required that the methodology followed for the first two phases is to be used including any improvements that are possible.

The information generated from the SEA is to be spatially represented. With respect to geographical data, the DFFE has a GIS Directorate that collects and has access to a wide body of detailed data. This data will be made available to the consultant team. The consultant team will be required to adhere to the DFFE's GIS data policies, guidelines and standards. All information generated by this project must be incorporated into the South African

National Biodiversity Institute environmental data layers ((per theme)) and must be packaged for inclusion in the Screening tool as per the specification of the GIS Directorate.

The following deliverables will be expected from the service provider:

- Inception workshop, detailed work plan and project information page set up on the consultant's website as identified in paragraph 5.1;
- Sector specific meetings held to inform specific outputs as identified in paragraph 5.2;
- Confirmation of additional route requirements as identified in paragraph 5.3;
- Environmental data collection and specialist assessment as identified in paragraph 5.4;
- Draft engineering constraints map, environmental sensitivity map and recommendations as identified in paragraph 5.5;
- Stakeholder consultation as identified in paragraph 5.6;
- Final corridors and draft SEA report preparation as identified in paragraph 5.7; and
- Final SEA document and close out as identified in paragraph 5.8.

A detailed description of the expected deliverable and time frames is provided on the table below:

EXPECTED DELIVERABLES	DESCRIPTION	TIME FRAMES
		14 months
Immediate Objective A Inception workshop detailed workplan and project information page set up on the consultant's website	<ul style="list-style-type: none"> • Workshop planning • Workshop convening • Confirmation of understanding of objectives, and outputs. Confirmation of staffing and time allocation per output • Preparation of a detailed workplan • Consideration and approval of workplan • Setting up of the project web-site 	Three weeks
Immediate Objective B Sector specific meetings held to inform specific outputs	<ul style="list-style-type: none"> • There are several sectors that have specific knowledge and requirements related to the scope of this work. Through the preparation of the project outputs, the consultant team will be required to consult with specific sectors to gather information and needs. • It is anticipated that 4 virtual sector specific meetings will be held during the project duration and the consultant team is to set these meetings up as required. 	Within the 8 months from initiation of the project

<p>Immediate Objective C</p> <p>Confirmation of additional route requirements</p>	<ul style="list-style-type: none"> • The consultant team is to refine the boundaries of the preliminary corridors identified by Eskom, taking into consideration the needs of high energy intensive users, the renewable energy industry and the Strategic Development Plans of Local and Provincial Government, as well as any Environmental Management Frameworks, biosphere plans and government priority plans, among others. • The preliminary corridor from this output will be assessed in detail for environmental sensitivity and engineering constraints as part of the next objective. The preliminary corridor must therefore facilitate this assessment work. The preliminary corridors will be approximately 110km wide considering relevant planning information and needs analysis of relevant stakeholders. 	<p>Within the 8 months of the initiation of the project</p>
<p>Immediate Objective D</p> <p>Environmental data collection and specialist assessment</p>	<ul style="list-style-type: none"> • The consultant team is required to identify various environmental and engineering data layers to facilitate the development of an engineering constraints map and an environmental sensitivity map for the three new corridors and to update where relevant the engineering and environmental data for the existing 11 REDZs. When preparing this information attributes for consideration need to be identified and factors need to be added to determine the level of importance of these attributes to determining environmental sensitivity and engineering constraints. Where specialists to undertake the specific environmental assessment are not available within the consultant team, such specialists must be appointed. It is anticipated that two specialists will be required over and above the specialists in the consultant team, these two specialists will consider visual and avian impacts. It is anticipated that one week of field verification for the two specialists will be required. • The national environmental screening tool contains much of this data, therefore it is just necessary to ensure that there is no data which is more recent or to fill in any gaps. • The consultant team, supported by the two specialists, must work in close cooperation with the DFFE's GIS unit, the Eskom engineering team and the Eskom GIS unit. The data must conform to the DFFE's metadata standards. All data that is generated from this project must be provided to South African National Biodiversity Institute (SANBI)/DFFE for incorporation into the national environmental data sets currently available for the country. 	<p>Within the 8 months of the initiation of the project</p>
<p>Immediate Objective E</p> <p>Draft engineering constraints map, environmental</p>	<ul style="list-style-type: none"> • The consultant team in consultation DFFE and Eskom, must prepare a draft "engineering constraints map" and an "environmental sensitivity map" for the study areas. Areas of high and low environmental sensitivity and high engineering constraints are to be identified and mapped. The mapping 	<p>Within 10 months of the initiation of the project</p>

sensitivity map and recommendations	<p>exercise is to consider the 3 strategic energy corridor study areas and confirmed for the 11 REDZs.</p> <ul style="list-style-type: none"> • A pinch point exercise is to be undertaken on the corridors to identify if it is possible to locate a pre-determined number of electricity lines in the corridor without encountering environmental and engineering constraints. This process was followed in the 2016 SEA and it is expected that a similar process should be followed, improving where necessary and possible. • Once the overlays and pinch point analysis have been completed the draft corridors are to be identified and spatially located. • The consultant team must make draft recommendations on the ability to utilise the standard for the exclusion of EGI and substations in areas of low and medium environmental sensitivity within the REDZs. 	
Immediate Objective F Stakeholder consultation	<ul style="list-style-type: none"> • The stakeholder data base is to be prepared and discussed with DFFE. Stakeholders are to be drawn from various sectors who would have an interest in the objectives of the SEA as well as from responses to the Department's advertisement of the start-up of the project. Stakeholders must be kept informed of the availability of any new information relating to the project throughout. • A stakeholder consultation meeting is to be set up and invitations sent out. RSVPs must be requested and follow up is to be made to ensure maximum participation at the meeting. Prior to the meeting the draft documents must be shared with the relevant, present the draft outputs at the meeting and document all inputs made. The outcome of the consultation meeting must be minutes and any inputs received must be updated in the comments and responses document. • Based on the inputs received from the stakeholders the outputs are to be revised and final outputs prepared which include recommendations. A draft SEA report is to be prepared in line with the SEA reports prepared for phase one and two of the electricity grid infrastructure SEAs which is inclusive of the updated comments and responses document. 	Within 11 months of the initiation of the project
Immediate Objective G Final constraints and environmental sensitivity map and final recommendations	<ul style="list-style-type: none"> • Once the draft maps, corridors and recommendations have been consulted all outputs must be updated based on relevant inputs and finalised. • The draft SEA report is to be prepared. The SEA reports done for previous projects must be consulted and the reports should be comparable. • The web-page must be updated with the final maps and corridors and draft SEA documentation as well as the 	Within the 12 th month of the initiation of the project

	updated comments and responses document.	
Immediate Objective H Consultation on draft SEA document	<ul style="list-style-type: none"> Consultation on the draft SEA document is required by requesting written comment, it is not envisaged that a further stakeholder meeting will be necessary, however the consultant team must follow up with important stakeholders to ensure input. The comments and responses document must be updated as well as the project page on the consultant's website. 	13 th months
Immediate Objective I Final SEA document and close out report	<ul style="list-style-type: none"> The SEA report is to be updated taking into consideration any inputs received as well as the comments and responses document. The final documents must be placed on the project page on the consultant's website and stakeholders must be thanked for their inputs and told where to find the final documents. The consultant team is required to prepare a close out report for the project which outlines the objectives achieved. 	Within the 14 th months

7 PERIOD/DURATION OF THE PROJECT

The project must be completed within fourteen (14) months after the signing of SLA by both parties and issuing of an official purchase order by the department.

8 COSTING/COMPREHENSIVE BUDGET

A comprehensive fixed cost itemised budget **must** be provided on a *Pricing Schedule* inclusive of disbursements including travel, car rental, accommodation, venues, catering, printing, etc. identified per objective as relevant. All costs to be inclusive of VAT.

DFFE reserves the right to negotiate price with a recommended service provider identified in the evaluation process without offering the same opportunity to any other bidder (s) who have not been recommended.

The service provider **must** complete the **Pricing Schedule-Annexure A** to indicate their costing in line with the provisions of deliverables in section 6 above.

The price must be valid for a period of 120 days.

9 EVALUATION CRITERIA

9.1. The evaluation for this bid will be carried out in the following phases:

- Phase 1: Pre-Compliance – initial screening
- Phase 2: Mandatory Requirements
- Phase 3: Functionality Criteria
- Phase 4: Price and B-BBEE

9.2. Phase 1: Pre-Compliance - Initial Screening

During this phase bid documents will be reviewed to determine the compliance with SCM returnable documents, tax matters and whether proof of registration on Central Database (CSD) has been submitted with the bid documents at the closing date and time of the bid. Bids which do not satisfy the compliance criteria will not be evaluated further.

8.2.2 The bid proposal will be screened for compliance with administrative requirements as indicated below:

Item No.	Administrative Requirements	Check/Compliance	Non-submission shall result in disqualification?
1	Master Bid Document	Provided and bound	*YES
Included in the Bid Document			
2	SCM - SBD 1 - Invitation to Bid	Duly completed and signed	*YES
3	Tax Compliance and CSD Registration	Attached CSD registration number/ Proof of CSD registration and/or SARS Tax Pin	*YES
4	SBD 3.3 -Pricing Schedule	Fully Completed	*YES
5	SCM - SBD 4 - Declaration of Interest	Duly completed and signed	*YES
6	SCM - SBD 6.1 - Preference Points Claim Form in terms of the Preferential Procurement Regulations 2017	Duly completed and signed	**NO
7	SCM - SBD 6.2 - declaration certificate for local production and content for designated sectors (includes Annexure C Form)	Not Applicable	Not Applicable
8	SCM - SBD 8 – Declaration of Bidder's Past Supply Chain Management Practices	Duly completed and signed, supported	*YES
9	SCM – SBD 9 – Certificate of Independent Bid Determination	Duly completed and signed	*YES
10	In case of bids where Consortia / Joint Ventures, Consortia/Joint Venture agreement signed by both parties must be submitted with bid proposal	JV agreement completed and signed, if applicable	*YES

***YES** – DFFE reserves the right to reject proposals that are not submitted in the prescribed format or where information presented is illegible or incomplete and will not be further evaluated

****NO** – DFFE reserves the right to request such information during the evaluation process of the proposal and such information must be presented within the stipulated required timeframes.

9.3 Phase 2: Mandatory Requirements

9.3.1 The following mandatory requirements will apply, and tenderers must submit all requirements indicated hereunder with the bid documents at the closing date and time of the bid. During this evaluation phase, bidder's responses will be evaluated based on the documents submitted under mandatory requirements

9.3.2 Tenderers who fail to comply with any of the mandatory requirements will be disqualified and all proposals that do not meet mandatory requirements will not be evaluated further on functionality criteria

9.3.3 Bidders are required to complete the table below by ticking the correct box and are required to attach a proof of the document listed on the table below:

MANDATORY REQUIREMENTS	REQUIREMENT Only Tenderers who submit the required documents will be considered to be evaluated on functionality criteria	ATTACH & TICK	
		YES	NO
	1) Proof of registration of the project leader with the Environmental Practitioners Association of South Africa. Attach a certified copy of valid registration certificate The GIS professional on the team must be registered with the South African Geomatics Council as a professional. Attach a certified copy of a valid registration certificate		

9.4 Phase 3: Functionality Criteria

9.4.1 Only bid proposals that meet pre-compliance and mandatory requirements will be considered to be evaluated on functionality criteria.

9.4.2 The bidder must score a minimum of 75% during Phase 3 (functionality/technical) of the evaluation to qualify for Phase 4 of the evaluation where only points for price and B-BBEE will be considered.

9.4.3 The following values/ indicators will be applicable when evaluating functionality:

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

PHASE 3			
GUIDELINES FOR CATEGORY CRITERIA		FUNCTIONALITY (GUIDELINES FOR CRITERIA APPLICATION)	
(1) The bidder is to provide a proposed project plan with deliverables, timeframe and milestones for the undertaking of this project.	Bidder are required to submit a details project plan with deliverables, timeframes and milestones, methodology and project management activities for undertaking this project.		
		Project plan, methodology and project management approach for undertaking this project.	Indicator Weight

PHASE 3			
GUIDELINES FOR CATEGORY CRITERIA	FUNCTIONALITY (GUIDELINES FOR CRITERIA APPLICATION)		
	Project plan, methodology and action well broken down; with detailed objectives, methods and milestones.	5	15
	Project plan, methodology and action identification; clear objectives, methods and milestones.	4	
	Project plan provided with objectives, methods and milestones as provided in the TOR, i.e., no additional information provided no methodology included but with deliverables and timeframes included.	3	
	Project plan provided with deliverables and timeframes provided but no methodology, provided.	2	
	Project plan provided with no timeframes or methodology	1	
	No project plan provided	0	
(2) The team demonstrating the necessary technical expertise and experience to successfully complete the project	Bidder (s) are required to demonstrate that their team has the necessary technical expertise and experience required to undertake the tasks at hand. There should be a depth of knowledge and experience in the team. To demonstrate that the required technical expertise is present within the proposed team, certified copies of the qualification of the necessary staff which fulfil the criteria below are to be provided as well as a detailed curriculum vitae for all team members proposed to be employed on the project. The CV must include the experience of the team members in undertaking SEA, EMFs, policy development or strategy development, or in the case of the GIS professional, spatial analysis and mapping, including their role within the projects. The CV is to include two contactable references based on the work previously		
	The Project Leader’s experience, track record and knowledge in undertaking similar work i.e., preparation of strategic environmental assessments and/or environmental management frameworks	Indicator	Weight
	More than 11 years of documented experience in similar work of the proposed project manager i.e., preparation of strategic environmental	5	20

PHASE 3			
GUIDELINES FOR CATEGORY CRITERIA	FUNCTIONALITY (GUIDELINES FOR CRITERIA APPLICATION)		
	assessments and/or environmental management frameworks		
	More than 10 to 11 years of documented experience in similar work of the proposed project manager i.e., preparation of strategic environmental assessments and/or environmental management frameworks	4	
	More than 8 to 10 years of documented experience in similar work of the proposed project manager i.e., preparation of strategic environmental assessments and/or environmental management frameworks	3	
	More than 5 to 8 years of documented experience in similar work of the proposed project manager i.e., preparation of strategic environmental assessments and/or environmental management frameworks	2	
	4 to 5 years or less of documented experience in similar work of the proposed project manager i.e., preparation of strategic environmental assessments and/or environmental management frameworks	1	
	Less than 4 years' experience in the preparation of strategic environmental assessments and/or environmental management frameworks	0	
	One Senior consultant who is to be employed on the project, documented experience in undertaking similar work i.e., preparing strategic environmental assessments and/or environmental management frameworks and/or environmental assessments	Indicator	Weight
	More than 6 years of documented experience in preparing strategic environmental assessments and/or environmental management frameworks	5	20
	More than 5 to 6-years of documented experience in preparing strategic environmental assessments and/or environmental management frameworks	4	
	More than 4 to 5 years of documented experience in preparing strategic environmental assessments and/or environmental management frameworks	3	
	3 to 4 years of documented experience in preparing strategic environmental assessments and/or environmental management frameworks	2	

PHASE 3			
GUIDELINES FOR CATEGORY CRITERIA	FUNCTIONALITY (GUIDELINES FOR CRITERIA APPLICATION)		
	Less than 3 years of documented experience of similar work in preparing strategic environmental assessments and/or environmental management frameworks	1	
	No experience	0	
	In order to ensure the transfer of knowledge and the professionalising of the country it is required that the team have an intern or an environmental practitioner in training. The team is to identify the number of hours allocated to an intern or an environmental practitioner in training	Indicator	Weight
	An intern or environmental practitioner in training spending more than 300 hours on the project.	5	05
	An intern or environmental practitioner in training spending more 200 but less than 300 hours on the project.	4	
	An intern or environmental practitioner in training spending more than 100 but less than 200 hours on the project.	3	
	An intern or environmental practitioner in training spending more than 50 but less than 100 hours.	2	
	An intern or environmental practitioner in training spending less than 50 hours	1	
	No intern or environmental practitioner in training on the project.	0	
	(3) The Bidders company experience, track record and knowledge in GIS mapping, and the preparation of strategic environmental assessments and/or environmental management frameworks	Bidder (s) are required to demonstrate that the necessary resources and technical expertise are available within the consultancy company to successfully complete the project by providing relevant past experience and competency of the company. Bidder (s) should submit a profile of the consultancy company which includes and a list of past strategic environmental assessments and/or environmental management frameworks undertaken. The record is to include actual projects and the role of the consultancy in achieving the outcomes of the SEA or EMF. The consultant company must also provide positive letters of reference from 3 companies for which SEAs or EMFs were prepared.	

PHASE 3			
GUIDELINES FOR CATEGORY CRITERIA	FUNCTIONALITY (GUIDELINES FOR CRITERIA APPLICATION)		
	Bidder (s) are required to demonstrate company past experience and competency in undertaking strategic environmental assessments and or environmental management frameworks.	Indicator	Weight
	More than 7 years of experience of the company in undertaking similar work i.e., preparation of environmental assessments or environmental management frameworks	5	20
	More than 5 to 7 years of experience of the company in undertaking similar work i.e., preparation of environmental assessments or environmental management frameworks	4	
	More than 4 to 5 years of experience of the company in undertaking similar work i.e., preparation of environmental assessments or environmental management frameworks	3	
	More than 3 to 4 years of experience of the company in undertaking similar work i.e., preparation of environmental assessments or environmental management frameworks	2	
	More than 2 to 3 years of experience of the company in undertaking similar work i.e., preparation of environmental assessments or environmental management frameworks	1	
	Less than 2 years of experience of the company in undertaking similar work i.e., preparation of environmental assessments or environmental management frameworks	0	
	Bidders are required to demonstrate relevant past experience and competency of the company in the GIS and mapping	Indicator	Weight
	More than 5 years of documented experience of the consultancy company in GIS and mapping	5	20
	More than 4 to 5 years of documented experience of the consultancy company in GIS and mapping	4	
	More than 3 to 4 years of documented experience of the consultancy company in GIS and mapping	3	
	More than 2 to 3 years of documented experience of the consultancy company in spatial and mapping	2	

PHASE 3			
GUIDELINES FOR CATEGORY CRITERIA	FUNCTIONALITY (GUIDELINES FOR CRITERIA APPLICATION)		
	1 to 2 years of documented experience of the consulting company in spatial analysis and mapping	1	
	No experience of the company spatial analysis and mapping	0	
Total points on functionality			100

9.5 Phase 4: Preference Point System (80/20)

80:20	YES
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Subject to sub-regulation 6(2), points will be awarded to a tenderer for attaining B-BBEE status level contributor in accordance with the table below:

Phase 4: The following table must be used to calculate the B-BBEE scores (80/20)	
PRICE	
B-BBEE Status Level Contributor	Number of points (80/20)
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non –compliant contributor	0

- The points scored by a tenderer in respect of the level of BBEE contribution contemplated in sub-regulation 6(2) must be added to the points scored for price as calculated in accordance with sub-regulation 6(1) respectively
- Subject to regulation 11(1), the contract must be awarded to the tenderer who scores the highest total number of points.
- A contract may be awarded to a tenderer that did not score the highest total number of points, only in accordance with section 2 (1) (f) of the Act

10 BID SUBMISSION REQUIREMENTS

- 10.1 Bidders should ensure that the following submission requirements, which will be needed for evaluation purposes, are included in their bid proposal and are as follows
 - 10.1.1 The service provider must draft a table of content which will indicate where each document is located in the proposal;
 - 10.1.2 The proposal shall consist of two parts, namely the technical bid and the pricing bid.
 - 10.1.3 Project reference specifying the role played by the bidder in the listed projects or assignments;
 - 10.1.4 A detailed Project Plan with clear indication of who will be responsible for the management of the assignment as well as its execution. The allocation of team members on the assignments should be based on the experience in delivering the scope of work as listed;
 - 10.1.5 Standard bidding documents (SBD1, 3.3, 4, 6.1, 8 and 9);
 - 10.1.7 Tax compliance status requirements and/ or Central Supplier Database (CSD) number or report;
 - 10.1.8 Certified copies of identity documents of directors and shareholders of the company;
 - 10.1.9 Entity registration Certificate (CK1); and
 - 10.1.10 Letter of Authority to sign documents on behalf of the company.

11 SPECIAL CONDITIONS

- 11.1 Bidders should ensure that the following submission requirements, which will be needed for evaluation purposes, are included in their bid proposal and are as follows:
 - 11.1.1 On appointment, the performance measures for the delivery of the agreed services will be closely monitored by Project Manager;
 - 11.1.2 The Service Provider will submit progress reports with invoices to the Project Manager, for the duration of the project, submitted in both soft and hard copies. Failure to submit the required reports on time will result in payment delays;
 - 11.1.3 DFFE will not be held responsible for any costs incurred by the service providers in the preparation, presentation and submission of the proposal;
 - 11.1.4 The Project Manager shall do the ongoing management of the Service Level Agreement (SLA);
 - 11.1.5 The Service Provider/s must guarantee the presence of the Team Leader throughout the duration of the contract. Prior to the appointment of a replacement, the Project Manager must approve such appointment. If the Team Leader has to leave the project, a period of at least a month is required, in which the Team Leader must work parallel with the next person (senior consultant with similar expertise and equal years of experience in the identified fields) appointed to be able to transfer skills and knowledge;
 - 11.1.6 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;

- 11.1.7 DFFE reserves the right to negotiate with one or more preferred bidder/s identified in the evaluation process, regarding any terms and conditions, including prices without offering the same opportunity to any other bidder/s who has not been awarded the status of the preferred bidder/s;
- 11.1.8 Service Providers are requested to submit any of the following documents as proof of B-BBEE Status level of contributor:
 - 11.1.8.1 B-BBEE status level Certificate issued by a Verification Agency accredited by SANAS.
 - 11.1.8.2 A Sworn Affidavit as prescribed by the B-BBEE Codes of Good Practice.
 - 11.1.8.3 B-BBEE certificate issued by the Companies and Intellectual Property Commission.
- 11.1.9 SBD 6.1 must also be duly completed, signed, and submitted alongside the bid to claim preference points. Failure to do so will result in B-BBEE preference points being forfeited.
- 11.1.10 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- 11.1.11 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate proposal.
- 11.1.12 In the event that the application is made by a Joint Venture or Partnership, the accreditation credentials in name of joined entity should be submitted. Both members in the joint venture must meet the requirement of the proposal.
- 11.1.13 Skills transfer where relevant.
- 11.1.14 Poor or non-performance by the bidder will result in cancellation of works orders.
- 11.1.15 Intellectual property rights will belong to DFFE.
- 11.1.16 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate proposal;
- 11.1.17 In the event that the application is made by a Joint Venture or Partnership, the accreditation credentials in name of joined entity should be submitted. Both members in the joint venture must meet the requirement of the proposal;
- 11.1.18 Poor or non-performance by the bidder will result in cancellation of the purchase orders; and
- 11.1.19 The DFFE may request time sheets with the invoice as well as proof of payment of disbursements. The bidder must keep detail timesheet for the project per team member and invoices for disbursements related to the project for submission as required.

12 SUB-CONTRACTING CONDITIONS/ REQUIREMENTS

- 12.1 In a case a bidder is intending to sub-contract portion of work, such tenderer awarded a contract may only enter into sub-contracting arrangements with the approval of the department

- 12.2 In relation to a designated sector, a contractor will not be allowed to subcontract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 12.3 A tenderer will not be awarded the points claimed for B-BBEE status level of contribution or contract if it is indicated in the bid documents that such a bidder intends subcontracting more than 25% of the contract value to any other enterprise that does not qualify for at least the same number of points that the bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.
- 12.4 The contractor is not allowed to sub-contract more than 25% of the contract value to another enterprise that does not have equal or higher B-BBEE status level, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.

13 PAYMENT TERMS

- 13.1 DFFE 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.

14 TECHNICAL ENQUIRIES

- 14.1 Should you require any further information in this regard, please do not hesitate to contact:
Name: Dr D Fischer
Cell phone: 0827729837
E-Mail: dfischer@environment.gov.za

THE NATIONAL TREASURY

Republic of South Africa



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

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	<p>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</p> <p>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.</p>
32. Taxes and duties	<p>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.</p> <p>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.</p> <p>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.</p>
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	<p>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).</p> <p>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.</p>

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



DEPARTMENT OF ENVIRONMENTAL AFFAIRS

BAS ENTITY MAINTENANCE FORM

Head Office Only

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

The Director General

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

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

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

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

Please ensure information is validate as per required bank screens .

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

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

Company / Personal Details

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

Address Detail

	Physical	Postal
Address		
(Compulsory if Supplier)		
Postal Code		

New Detail

☐ New Supplier information ☐ Update Supplier information

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

Department Number

Supplier Account Details (To be <i>Verified by the bank, please attach bank letter or 3 months bank statement</i>)

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

[illegible][illegible]

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Bank screen info
ABSA -CIF screen
FNB -Hogans system on the CIS4/CUPR
STD Bank-Look-up-screen
Nedbank - Banking Platform under the Client Details Tab

[illegible]

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[illegible]

Bank Stamp

Supplier Contact Details					

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[illegible]

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Extension

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[illegible]

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Extension

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[illegible]

Fax Number

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[illegible]

Cell Number

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Supplier Signature									
Print Name									
		/			/				

Supplier Signature									
Print Name									
		/			/				

Supplier Signature									
Print Name									
		/			/				

NB: All relevant fields must be completed