



**dedect**

Department:  
Economic Development, Environment,  
Conservation and Tourism  
North West Provincial Government  
REPUBLIC OF SOUTH AFRICA



NWDC Building, Cnr. University  
& Provident Street, Mmabatho  
Private Bag X 15  
MMABATHO 2735  
[www.nwpg.gov.za](http://www.nwpg.gov.za)

**OFFICE OF THE HOD**

Enquiries: M Sebogodi/A Mabogole  
Tel: 018 388 1478/5946

Dear

Sir/Madam

**THE DEPARTMENT OF ECONOMIC DEVELOPMENT, ENVIRONMENT, CONSERVATION  
AND TOURISM (DEDECT) INVITES YOU FOR BIDDING TO DEVELOP PROVINCIAL  
INTEGRATED WASTE MANAGEMENT PLAN**

**DEDECT 02/2022**

**evaluation criteria 80/20**

**You are hereby invited to bid for the Department of Economic Development, Environment,  
and Conservation and Tourism to develop Provincial Integrated Waste Management Plan in  
line with this invitation letter and attached tender documents.**

**1. ACCESSING BIDDING DOCUMENTS**

1.1 Bid documents will be available at the , SCM office No 262, 2nd Floor Department of Economic Development, Environment, Conservation and Tourism on presentation of proof of deposit of the non-refundable fee of R300.00 per bidding document, weekdays (Monday to Friday) starting from 31 October 2022 from 8:30 to 16:30

1.2 Account No: 62811734848, FNB Bank, Cheque account, Megacity branch.

1.3 As far as possible the deposit slip/proof of payment must display Bid Number and Company Name

or

1.4 Down load for free from <http://www.nwpg.gov.za/dedect>



**Together we move North West forward.**



## **2. Briefing Session :**

Compulsory briefing session will be held as follows:

Venue: NWDC Building Auditorium (DEDECT Provincial office), Corner University Drive and Provident Street

Date: 14 November 2022

Time: 09h00 AM

## **3. No Telephonic, telegraphic, telex, facsimile, electronic or e-mailed bids will be considered.**

## **4. The Department of Economic Development, Environment, Conservation and Tourism reserves the right to accept any bid in whole or in part and does not bind itself to accept the lowest or any bid.**

## **5. CLOSING DATE**

Sealed bids must be deposited in a bid box situated at **Department of Economic Development, Environment, Conservation and Tourism, Corner University Drive and Provident Street, Mmabatho** on:

Closing Date: 24 November 2022

Closing Time: 11H00 AM

Late bids will not be considered. Please note that bids are late if they are received at the address given in the bid document after the bid closing date and time.



## **6. BID REQUIREMENTS**

### **6.1 Administrative requirements**

#### **Completion of SBD forms**

Kindly receive attached the following bid documents for completion:

- SBD 1- Invitation to bid
- SBD 3.3- Professional services
- SBD 4- Declaration of interest with certified copies of Identity Documents of the Main Shareholders/ Directors of the company valid for 3 months.
- SBD 6.1- Preferential Points
- General Conditions of Contract (initialised each page)

### **6.2 Important conditions to note**

- a) Bids will be valid for a period of 90 days after closing date
- b) Successful bidder must be tax compliant.
- c) All bid prices must be quoted in South African Currency and must be VAT inclusive.
- d) All the relevant forms attached to this bid document must be completed in full and signed in ink where applicable by a duly authorised person.
- e) Bidders should also submit National Treasury Central Supplier Database (CSD) registration report.

### **6.3 OHS Compliance**

- a) Compliance to Occupational Health and Safety Act. Successful Bidder will be required to provide relevant protective clothing, covid 19 compliant PPE, etc.

## **7. The following documents must be attached for evaluation on functionality.**

- a) company profile
- b) Qualification and CVs of key personnel who will be involved in the project
- c) Certified copies of certificates for key personnel who will be involved in the project



**8. The following documents must be attached for evaluation on preferential points 80/20**

- a) Original valid BBBEE certificate or certified copy issued by verification agency accredited by SANAS /signed and dated sworn affidavit authorized by the Commissioner of Oath.
- b) In case of Joint Venture a consolidated certificate in line with requirements as stated on paragraph 8.a) above

**9. The evaluation process will entail the following Stages:**

- a) Stage 1-Compulsory briefing session
- b) Stage 2- Evaluation on functionality
- b) Stage 3- Evaluation on price 80/20 and BBBEE points claimed

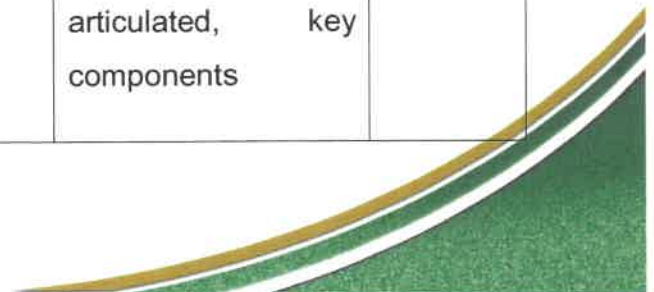
**10. Stage 1-Compulsory briefing session**

If bidders fail to attend a compulsory briefing session they will be disqualified

**11. Stage 2 - evaluation on functionality**

Tenders are required to score a minimum of 60% for functionality and will be disqualified if scoring less.

No.	FUNTIONALITY	Weight	Scoring Guideline	Value
1.	Understanding the project scope	25	Understanding of the brief not submitted  Limited understanding of the brief scope  Well understood brief, clearly articulated, key components	0  6  12



			adequately addressed, but has insufficient details to make it distinctive	
			Well understood brief. Key components adequately addressed.	18
			Comprehensive understanding and reflects a detailed vision that makes it distinctive	25
2.	Service provider must submit a proposal of not more than ten (10) pages <b>indicating their understanding of the brief, their proposed model to deliver the services to the Department and methodology should indicate how skills will be transferred.</b>  The methodology and approach to be used	30	Technical approach and methodology not submitted  Poor technical approach and methodology, with critical aspects left out  Generic approach and not tailored to	0  8



			<p>address the requirements of the project = 16 points</p> <p>Tailored approach inclusive of critical aspects of the project</p> <p>Complete execution plan to accomplish the work</p>	<p>16</p> <p>22</p> <p>30</p>
3.	Number of Integrated Waste Management Plans developed	10	<p>0 IWMP</p> <p>1 - 2 IWMPs</p> <p>3 - 5 IWMPs</p> <p>&gt; 5 IWMPs</p>	<p>0</p> <p>3</p> <p>6</p> <p>10</p>
4.	Work experience in Information Management	15	<p>0 yrs</p> <p>1-2 yrs</p> <p>3-5 yrs</p> <p>6-8 yrs</p> <p>9-10 yrs and more</p>	<p>0</p> <p>4</p> <p>9</p> <p>12</p> <p>15</p>



5.	<p>Project team qualification and experience in the field of speciality:</p> <p>a. This will be calculated in terms of the <b>relevant qualification in the environmental sciences/management or natural sciences with good writing skills.</b></p> <p>b. Individual Experience in the relevant field</p>	10	<p>Diploma 2</p> <p>Degree 3</p> <p>BTech/Honours 4</p> <p>Masters and above 5</p> <p>2yrs 2</p> <p>3yrs 3</p> <p>5yrs 5</p>	
6	Effective transfer of skills and knowledge	10	<p>0 interventions 0</p> <p>3-5 interventions 2</p> <p>5-5 interventions 6</p> <p>5 and above 10</p> <p>interventions</p> <p>(methodology should indicate how skills will be transferred)</p>	
	<b>FUNCTIONALITY</b>	<b>100</b>		



## 12. Stage 3- EVALUATION ON PRICE AND PREFERENTIAL POINTS

- a) Only service providers that have attached Broad-Based Black Economic Empowerment (BBBEE) Status Level Certificates will earn preferential points accordingly.
- b) In case of Joint Venture, a consolidated Broad-Based Black Economic Empowerment (BBBEE) Status Level Certificates must be provided.
- c) In terms of regulation 6 of the Preferential Procurement Regulations pertaining to the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000), responsive bids will be adjudicated by the State on the 80/20-preference point system in terms of which points are awarded to bidders on the basis of:
- The bid price (maximum 80 points)
  - B-BBEE status level of contributor (maximum 20 points)

- a) The following formula will be used to calculate the points for price: 80

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

Where

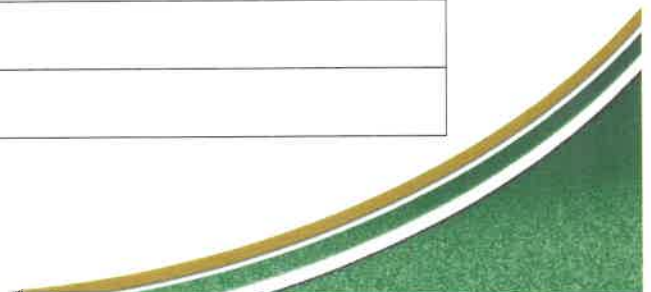
$P_s$  = Points scored for comparative price of bid under consideration

$P_t$  = Comparative price of bid under consideration

$P_{\min}$  = Comparative price of lowest acceptable bid

- b) A maximum of 20 points will be allocated to a bidder for attaining their B-BBEE status level of contributor in accordance with the table below:

B-BBEE Status Level of Contributor	Number of Points
1	20
2	18
3	14
4	12





5	8
6	6
7	4
8	2
Non-compliant contributor	0

### 13. Reasons for disqualification:-

- a) Bidders who are not tax compliant during the stage of award
- b) Bidder who submitted information that is fraudulent, factually untrue or inaccurate, for example memberships that do not exist, BEE credentials, experience, etc.
- c) Bidders who received information not available to other bidders through fraudulent means;
- d) Bidders who made false declarations on the Standard Bidding Documents, or misrepresent facts; and/or
- e) Bidders who are listed on the National Treasury's Database of restricted suppliers
- f) Bidders who are employed by the state
- g) Misrepresentation of information provided

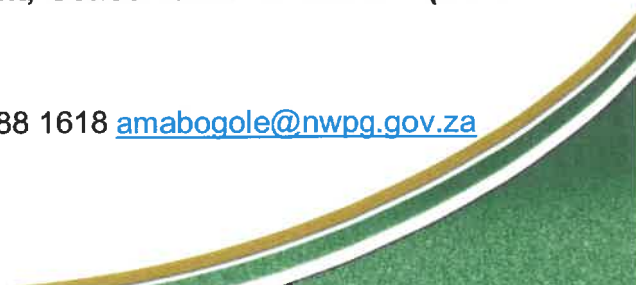
### 14. Project monitoring

The **Department of Economic Development, Environment, Conservation and Tourism** will be responsible for the over-all performance monitoring of a successful service provider, including final approval of reports, proposal and ensuring payment of approved invoices. The day to day management of service provider's working team will remain the responsibility of the Service Provider.

#### 14. For more information please contact the following:

**Department of Economic Development, Environment, Conservation & Tourism (North West) for administrative enquiries**

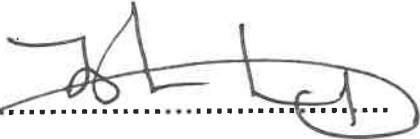
Contact Person (admin): Mr Aobakwe Mabogole -018 388 1618 [amabogole@nwpg.gov.za](mailto:amabogole@nwpg.gov.za)



Contact Person (admin): Mr Michael Sebogodi- 018 388 1478 [SebogodiM@nwpg.gov.za](mailto:SebogodiM@nwpg.gov.za)

**For technical enquiries**

Specs enquiries: Ms. Basadi Moselakgomo (018 389 5731) [bmoselakgomo@nwpg.gov.za](mailto:bmoselakgomo@nwpg.gov.za)



**Mr Lufuno Tshikovhi**  
**Head of Department**

24/10/2022

**Date**



## PART A INVITATION TO BID

**YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DEPARTMENT OF ECONOMIC DEVELOPMENT, ENVIRONMENT, CONSERVATION AND TOURISM (DEDECT)**

BID NUMBER:	DEDECT 02/2022	CLOSING DATE:	24 November 2022	CLOSING TIME:	11:00
DESCRIPTION	Development of Provincial Integrated Waste Management Plan				

**BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)**

Department of Economic Development, Environment, Conservation and Tourism, Corner University Drive and Provident Street, Mmabatho

### BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO

CONTACT PERSON	Mr A Mabogole/Mr M Sebogodi
TELEPHONE NUMBER	018 388 1618/478
FACSIMILE NUMBER	
E-MAIL ADDRESS	amabogole@nwpg.gov.za/sebogodim@nwpg.gov.za

### TECHNICAL ENQUIRIES MAY BE DIRECTED TO:

CONTACT PERSON	Ms B Moselakgomo
TELEPHONE NUMBER	018 389 5739
FACSIMILE NUMBER	
E-MAIL ADDRESS	bmoselakgomo@nwpg.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 THE QUESTIONNAIRE BELOW]
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### 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?

☐ YES ☐ NO

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

## PART B

### TERMS AND CONDITIONS FOR BIDDING

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

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

SIGNATURE OF BIDDER:

.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:

.....

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

DATE:

.....

**PRICING SCHEDULE**  
(Professional Services)

NAME OF BIDDER: ..... BID NO.: .....

CLOSING TIME 11:00

CLOSING DATE.....

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

ITEM NO	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)
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1. The accompanying information must be used for the formulation of proposals.

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

R.....

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

4. PERSON AND POSITION

HOURLY RATE

DAILY RATE

.....

R.....

.....

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R.....

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R.....

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R.....

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R.....

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

.....

R.....

..... days

.....

R.....

..... days

.....

R.....

..... days

.....

R.....

..... days

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

DESCRIPTION OF EXPENSE TO BE INCURRED

RATE

QUANTITY

AMOUNT

.....

.....

.....

R.....

.....

.....

.....

R.....

.....

.....

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R.....

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.....

.....

R.....

TOTAL: R.....

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

Name of Bidder: .....

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

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

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

.....

.....

.....

## BIDDER'S DISCLOSURE

### 1. PURPOSE OF THE FORM

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

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

### 2. Bidder's declaration

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

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

Full Name	Identity Number	Name of State institution

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

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



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

2.2.1 If so, furnish particulars:

.....  
 .....

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

2.3.1 If so, furnish particulars:

.....  
 .....

### 3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>2</sup> will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring

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<sup>2</sup> Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

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

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

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

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

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of bidder

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

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

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

### 1. GENERAL CONDITIONS

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

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

1.2

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

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

**P<sub>s</sub>** = 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 of 10 or 20 points)  
(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.)

## 7. SUB-CONTRACTING

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

(***Tick applicable box***)

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

- 7.1.1 If yes, indicate:

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

(***Tick applicable box***)

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

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

Designated Group: An EME or QSE which is at least 51% owned by:	EME √	QSE √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		

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

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

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

**8.4 TYPE OF COMPANY/ FIRM**

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

[TICK APPLICABLE BOX]

**8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

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

**8.6 COMPANY CLASSIFICATION**

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

[TICK APPLICABLE BOX]

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

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

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

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

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

WITNESSES

1. ....
2. ....

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

DATE: .....

ADDRESS .....



**dedect**

Department:  
Economic Development, Environment,  
Conservation and Tourism  
North West Provincial Government  
REPUBLIC OF SOUTH AFRICA



NWDC Building, Cnr. University  
& Provident Street, Mmabatho  
Private Bag X15  
MMABATHO 2735  
[www.nwpg.gov.za](http://www.nwpg.gov.za)

**ENVIRONMENTAL QUALITY  
MANAGEMENT**

Enquiries: Basadi Moselakgomo  
Tel: 018 389 5731  
Email: BMoselakgomo@nwpg.gov.za

# **TERMS OF REFERENCE**

## **FOR**

### **DEVELOPMENT OF THE NORTH WEST PROVINCIAL INTEGRATED WASTE MANAGEMENT PLAN (PIWMP), Third Generation**



## **1. BACKGROUND OF NORTH WEST PROVINCE**

North West Province (NWP) comprises of four District Municipalities or Category C municipalities, namely: Dr Ruth Segomotsi Mompati in the west, Ngaka Modiri Molema in the central parts, Bojanala Platinum in the eastern parts, and Dr Kenneth Kaunda in the south. These four District Municipalities comprises of 18 Local Municipalities which are mainly rural. The province has a total area of 104882km (roughly 8.59% of South Africa) and population of 3.5 million. The main economic sectors of the North West Province are mining, tourism, agriculture, enterprise development, manufacturing utilities, infrastructure and construction and financial services. Mining forms the backbone of the Provincial economy, which is followed by Agricultural sector. NWP generates 94% of South Africa's platinum production. Tourism is widely considered to have a major growth potential.

In terms of Section 11(1) of the National Environmental Management: Waste Act No.59 of 2008, as amended, it is required for each provincial department responsible for waste management to develop Integrated Waste Management Plan and revise it in every five years. The first generation of the Provincial Integrated Waste Management Plan was completed in June 2008 prior to the promulgation of the Waste Act, followed by the Second generation in 2016 and endorsed by Minister in February 2017. These plans were outlined to assist authorities' reach their targets with some of the support available to manage waste more effectively.

## **2. PURPOSE**

The Provincial Integrated Waste Management is developed to achieve the objects of the Waste Act as amended. The Second Generation PIWMP 2016 was developed, monitored implementation and now must be reviewed to ensure that the Province is firmly on track regarding waste management and that requisite resources are allocated efficiently to ensure successful implementation of the plan. The review process must be done according to latest *IWM guidelines* in order to develop new plan which is intended to address the waste



management shortfalls in the Province and to encourage the improvement of the system in areas where it is appropriate. Its alignment with the latest legislation is key, more especially mainstreaming the principles of National Waste Management Strategy 2020. The newly approved 2020 National Waste Management Strategy (NWMS) has the circular economy at its centre. Key principles of the National Waste Management Strategy 2020 include waste minimization, waste prevention, waste as a resource, sustainable strategic partnerships and environmentally sound socio-economic growth and development which are mainly included in the current Plan.

The current situation prevents the efficient management of waste and the following have been identified as challenges:

- Limited human and financial resources at Provincial level and especially at Municipal level
- Insufficient waste management infrastructure at various municipalities;
- Poor planning and policy implementation especially at municipal level;
- Insufficient waste management skills especially at municipal level;
- Inadequate data collection and reporting system at municipal level;
- Extent of recycling within the province

### **3. SCOPE AND EXTENT OF WORK**

The required effort shall include the following tasks and whatever additional effort is necessary, based on site-specific conditions, to address the above objectives. The plan of work detailing the expertise and resources which will be expended in order to fulfil the scope of work must be based on the current best waste management practices.

#### **3.1 Task one: Inception report**

- Detailed description of the how the plan is going to be developed.



- The revised plan must be aligned with the all relevant legislation including, National Waste Management: Waste Act 2008 as amended, National Waste Management Strategy 2020, etc.
- The plan must also look into the District and Local Municipalities IWMPs
- Involvement of Private sector within the province.
- A Gantt Chart detailing the timing and critical path of key activities and milestones
- Minute taking

### **3.2 Task Two: Gap Analysis**

- The service provider must arrange and conduct all meetings, interviews, literature reviews, data collection, data analysis, including formulation of agendas and taking minutes throughout the project cycle.
- The analysis should review available information in order to generate a chapter that, amongst others:
  - Identify gaps, needs and overlaps within the province
  - Recommendations of implementable intervention strategies to address the gaps
  - Conduct Public Participation Process

### **3.3 Task Three: Status Quo**

- Verification of the key points of the baseline information (ground-truthing).
- Collection of data on **all** waste streams in the province and create a profile.
- Confirmation of all private waste activities including their state e.g. privately owned recycling and landfill site facilities.
- Identification of non-compliance areas

### **3.4 Task Four: Goals and action plan (Draft IWMP)**

- Review 2016 goals and align activities with legislation and recommend timeframes.



- Review and improve the Rural Waste Management Strategy, 2019 and incorporate it as a chapter.
- Incorporate comments from Public Participation
- Costs must be estimated to reach goal targeted

### 3.5 Task Five: Final Provincial Integrated Waste Management Plan

- The service provider must compile a database of all comments received during comments process.
- Service Provider must incorporate comments into the plan and give recommendation.
- The service provider should finalise the plan and prepare for publication.
- Capacity building - Plan to transfer skills to employees should be included in the technical tender.
- The final document should be designed according to Departmental Corporate Identity and be submitted in hard and soft copies. Hard copies must be printed in high gloss full colour throughout, with matt laminate and perfect binding.

**Table 1: Table of Deliverables**

No.	Product	Size	Quantity
1.	Hardcopies of PIWMP Full Report	A4	1000
2.	Hardcopies of PIWMP Summary Report	A5	1000
3.	Posters	A2	100
4.	Brochures (foldable)	A4	1000
5.	Banners (Drop down)	2m x 800mm	4
6.	Maps	A 1	6
7.	CD (full designed report, Summary designed Report, Posters, Brochures and Maps)	Individually wrapped	1000



8.	Memory Sticks (full designed report, Summary designed Report, Posters, Brochure and Maps)		1000
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## 4. STAKEHOLDER IDENTIFICATION

Consultation with the main stakeholders in the Province must be carried out to understand the current waste management situation and to determine the most practical way forward. The involvement of stakeholders can assist in the research, planning, procurement, development and operation and maintenance of effective waste management infrastructure.

### 4.1 Stakeholders will include, but not limited to the following:

#### 4.1.1 National Department

- Forestry, Fisheries and the Environment
- Water and Sanitation
- Mineral Resources and Energy
- Trade, Industry and Competition
- Statistics South Africa [ Stats SA ]
- Science and Innovation

#### 4.1.2 Provincial Departments

- Office of the Premier
- Agriculture and Rural Development
- Community Safety and Transport Management
- Cooperative Governance and Traditional Affairs
- Economic Development, Environment, Conservation and Tourism
- Education
- Health
- Human Settlements
- Public Works and Roads
- Social Development



#### **4.1.3 Entities**

- North West Parks Board
- North West Tourism Board
- Recycling e.g. PETCO
- Waste Pickers representatives
- NECSA
- ESKOM
- South African Local Government Association (SALGA)

#### **4.1.4 Local Government**

- Municipalities
- Traditional Authorities

### **4.2 PROJECT STEERING COMMITTEE**

- Monthly Reports must be submitted and approved first by the Project Steering Committee (PSC)
- PSC will comprise of the following, but not limited to: DEDECT, DFFE, Office of the Premier, COGTA, NWP Municipalities and SALGA
- Prescribe Schedule of the PSC meeting must be included in the workplan.

## **5. COMPETENCY PROFILE**

### **5.1 QUALIFICATION AND EXPERIENCE**

Kindly submit the following: -

- Minimum of Relevant Degree/National Diploma in Environmental science or Management or natural science field with in-depth knowledge in waste management
- Entity profile, indicating range of in-house services provided and the extent to which these expertise is accessible.



- List of clients that have received or are receiving respective services
- Reference letters from clients illustrating a proven track record of being able to meet quick turnaround and delivery times.
- Project team experience in the field of speciality including individual CVs.

## 5.2 SKILLS REQUIRED

- Report writing
- Presentation
- Project Management
- Computer literacy
- GIS
- Public Participation
- Graphic Design
- Analyzing

## 6. PROJECT TIMEFRAME, BUDGET AND REPORTING

- The project should be completed within **twelve months** from the **date of appointment of the service provider.**
- The Service Provider must report to the Project Steering Committee on every progress made and as per project schedule.
- All bids price must be quoted in South African currency and VAT inclusive. Below are the deliverables, budget and timeframes:



**Table 2: Mile stones and Deliverables**

NO.	MILESTONE	DELIVERABLES	BUDGET (%)	TIMEFRAMES
1.	Inception Report	Report	3	First month
2.	Gap Analysis (GA) and broader stakeholders Consultation	GA Report and Comments Report	10	Second month
3.	Status quo Analysis	Status quo Report	7	Third month
4.	Goals and action plan	Draft Integrated Waste Management Plan	15	Fifth month
5.	Broader stakeholder consultation as per section 72 of NEMWA and Final draft PIWMP	Comments Report Final Draft Plan	20	Seventh month
6.	Final Graphic Design	Final Designed Plan	5	Eighth month
7.	Printing of Plan	As per Table 1 above	40	Tenth month

## 7. BID QUALIFICATION CRITERIA AND ASSESSMENT

The Preferential Procurement Policy Framework, Act no 5 of 2000 shall apply. In accordance with this Act, submissions will be adjudicated on the 80/20 point system. Bidders must provide contact list of (3) references who can be contacted to provide an authentic assessment of the service provider's ability and performance on similar previous assignment.

- i. This bid will be evaluated on 80/20 preference point system and functionality will be used to prequalify bidders.
- ii. 80 points will be allocated for price while the 20 points will be allocated to the B-BBEE Status Level Contributor.
- iii. Bids that fail to achieve the minimum qualifying score of 60 points for functionality (60% of the 100 point allocated for functionality) will be eliminated from further



consideration. Points will therefore not be awarded for their cost proposal or for B-BBEE status level contributor.

- iv. Please note that this Department is not bound to select any entity submitting proposals. DEDECT reserves the right not to award any of the bids and not to award the contract to the lowest bidding price as well as to renegotiate the bid of the preferred applicant.

## **8. PAYMENT TERMS**

The DEDECT undertakes to pay out the full amount claimed upon approval of the completion of the work per phase within 30 working days. No payment will be made where there is outstanding information or work not submitted by the service provider. Payment will be made only after such outstanding information is submitted.

## **9. SUBMISSION FOR PROPOSAL**

Bidders are required to submit the documents listed below. The original documents plus two copies of each must be submitted:

- 9.1. The Technical Response (Proposals) (**Annexure A**) in a separate and sealed envelope clearly marked "Technical Response". This envelope must be separately bound and marked with the DEDECT number, bidder's name, and description of contents. The original must be marked "Original" on the face and spine of its binding and on the cover page.
- 9.2. The Pricing Schedule Annexure "B" in a separate and sealed envelope/container clearly marked "Pricing Response". **Annexure B** must be separately bound and marked with the DEDECT number, bidder's name, and description of contents. The original must be marked "Original" on the face and spine of its binding and on the cover page.



## 10. FURTHER INFORMATION

Should the service provider require any further information in this regard the following person can be contacted:

Recommended/ ~~Not Recommended~~

Comments:



MS. P.K KRISJAN

DIRECTOR: ENVIRONMENTAL QUALITY MANAGEMENT

DATE: 19/10/2022

Approved /Not approved/Approved with amendments

Comments:

The development of this critical tool is very critical.



MS. LEOGANG DIALE

CHIEF DIRECTOR: ENVIRONMENTAL SERVICES

DATE: 19/10/2022

# **THE NATIONAL TREASURY**

**Republic of South Africa**



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

**July 2010**

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

**NOTES**

The purpose of this document is to:

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

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

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

## **TABLE OF CLAUSES**

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental services
14. Spare parts
15. Warranty
16. Payment
17. Prices
18. Contract amendments
19. Assignment
20. Subcontracts
21. Delays in the supplier's performance
22. Penalties
23. Termination for default
24. Dumping and countervailing duties
25. Force Majeure
26. Termination for insolvency
27. Settlement of disputes
28. Limitation of liability
29. Governing language
30. Applicable law
31. Notices
32. Taxes and duties
33. National Industrial Participation Programme (NIPP)
34. Prohibition of restrictive practices

## **General Conditions of Contract**

### **1. Definitions**

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

RSA.

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

obligations of the supplier covered under the contract.

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

**2. Application**

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

**3. General**

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

**4. Standards**

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

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

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

**6. Patent rights**

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



**7. Performance security**

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

**8. Inspections, tests and analyses**

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

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

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

## **9. Packing**

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

## **10. Delivery and documents**

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

## **11. Insurance**

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

## **12. Transportation**

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

## **13. Incidental services**

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

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

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

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

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

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

#### **15. Warranty**

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

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

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

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

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

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

**16. Payment**

- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

**17. Prices**

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

**18. Contract amendments**

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

**19. Assignment**

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

**20. Subcontracts**

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

**21. Delays in the supplier's performance**

- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the

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

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

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

## **22. Penalties**

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

## **23. Termination for default**

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

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

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

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

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

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

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

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

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

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

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

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

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

may be due to him

**25. Force Majeure**

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

**26. Termination for insolvency**

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

**27. Settlement of Disputes**

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

**28. Limitation of liability**

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

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



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

Js General Conditions of Contract (revised July 2010)