

# DEPARTMENT OF ECONOMIC, SMALL BUSINESS DEVELOPMENT, TOURISM AND ENVIRONMENTAL AFFAIRS

## FREE STATE PROVINCE

|                       |                                                                                                                                   |
|-----------------------|-----------------------------------------------------------------------------------------------------------------------------------|
| Name of the RFP       | REQUEST FOR PROPOSALS FOR THE<br>APPOINTMENT OF A SERVICE<br>PROVIDER TO DEVELOP THE FREE<br>STATE AIR QUALITY MANAGEMENT<br>PLAN |
| RFP Number            | 01/02/2023/24                                                                                                                     |
| Issued date           | 2023/06/30                                                                                                                        |
| Closing date          | 2023/07/28                                                                                                                        |
| Clarification meeting | N/A                                                                                                                               |

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**REQUEST FOR PROPOSALS FOR THE APPOINTMENT OF A SERVICE PROVIDER TO  
DEVELOP THE FREE STATE AIR QUALITY MANAGEMENT PLAN**



3

**SBD 1**

**PART A  
INVITATION TO BID**

|                                                                                                                                                                                                                            |                                                                                                                              |              |                                                                          |                              |                                                                                                      |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------|--------------|--------------------------------------------------------------------------|------------------------------|------------------------------------------------------------------------------------------------------|
| <b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DEPARTMENT OF ECONOMIC, SMALL BUSINESS DEVELOPMENT TOURISM AND ENVIRONMENTAL AFFAIRS FREE STATE PROVINCE (DESTEA)</b>                                             |                                                                                                                              |              |                                                                          |                              |                                                                                                      |
| BID NUMBER:                                                                                                                                                                                                                | 01/02/2023/24                                                                                                                | CLOSING DATE | 2023/07/28                                                               | CLOSING TIME                 | 11H00 AM                                                                                             |
| DESCRIPTION                                                                                                                                                                                                                | <b>REQUEST FOR PROPOSALS FOR THE APPOINTMENT OF A SERVICE PROVIDER TO DEVELOP THE FREE STATE AIR QUALITY MANAGEMENT PLAN</b> |              |                                                                          |                              |                                                                                                      |
| <b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)</b>                                                                                                                                 |                                                                                                                              |              |                                                                          |                              |                                                                                                      |
| TENDER BOX,<br>GROUND FLOOR<br>113 ST ANDREWS STREET<br>BLOEMFONTEIN; 9301                                                                                                                                                 |                                                                                                                              |              |                                                                          |                              |                                                                                                      |
| <b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>                                                                                                                                                                      |                                                                                                                              |              | <b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO</b>                            |                              |                                                                                                      |
| CONTACT PERSON                                                                                                                                                                                                             | MR. PITSO TLHABANELO                                                                                                         |              | CONTACT PERSON                                                           | DR. SANDILE FUKU             |                                                                                                      |
| TELEPHONE NUMBER                                                                                                                                                                                                           | (051) 400 4740                                                                                                               |              | TELEPHONE NUMBER                                                         | (051) 400 4781               |                                                                                                      |
| E-MAIL ADDRESS                                                                                                                                                                                                             | TLHABANELOP@DESTEA.GOV.ZA                                                                                                    |              | E-MAIL ADDRESS                                                           | FUKUS@DESTEA.GOV.ZA          |                                                                                                      |
| <b>SUPPLIER INFORMATION</b>                                                                                                                                                                                                |                                                                                                                              |              |                                                                          |                              |                                                                                                      |
| NAME OF BIDDER                                                                                                                                                                                                             |                                                                                                                              |              |                                                                          |                              |                                                                                                      |
| POSTAL ADDRESS                                                                                                                                                                                                             |                                                                                                                              |              |                                                                          |                              |                                                                                                      |
| STREET ADDRESS                                                                                                                                                                                                             |                                                                                                                              |              |                                                                          |                              |                                                                                                      |
| TELEPHONE NUMBER                                                                                                                                                                                                           | CODE                                                                                                                         |              | NUMBER                                                                   |                              |                                                                                                      |
| CELLPHONE NUMBER                                                                                                                                                                                                           |                                                                                                                              |              |                                                                          |                              |                                                                                                      |
| E-MAIL ADDRESS                                                                                                                                                                                                             |                                                                                                                              |              |                                                                          |                              |                                                                                                      |
| VAT REGISTRATION NUMBER                                                                                                                                                                                                    |                                                                                                                              |              |                                                                          |                              |                                                                                                      |
| SUPPLIER COMPLIANCE STATUS                                                                                                                                                                                                 | TAX COMPLIANCE PIN:                                                                                                          |              | OR                                                                       | CENTRAL SUPPLIER DATABASE    | MAAA                                                                                                 |
| ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?                                                                                                                              | <input type="checkbox"/> Yes <input type="checkbox"/> No<br>[IF YES ENCLOSE PROOF]                                           |              | ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED? |                              | <input type="checkbox"/> Yes <input type="checkbox"/> No<br>[IF YES, ANSWER THE QUESTIONNAIRE BELOW] |
| <b>QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>                                                                                                                                                                          |                                                                                                                              |              |                                                                          |                              |                                                                                                      |
| IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?                                                                                                                                                            |                                                                                                                              |              |                                                                          | <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                                                                          |
| <b>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.</b> |                                                                                                                              |              |                                                                          |                              |                                                                                                      |

SBD 1

## PART B

### TERMS AND CONDITIONS FOR BIDDING

|           |                                                                                                                                                                                                                                     |
|-----------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>1.</b> | <b>BID SUBMISSION:</b>                                                                                                                                                                                                              |
| 1.1.      | BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.                                                                                                             |
| 1.2.      | ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.                                                                                                     |
| 1.3.      | THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT. |
| 1.4.      | THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).                                                                                                                                          |
| <b>2</b>  | <b>TAX COMPLIANCE REQUIREMENTS</b>                                                                                                                                                                                                  |
| 2.1       | BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.                                                                                                                                                                          |
| 2.2       | BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.                                                       |
| 2.3       | APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE 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 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: ..... CLOSING DATE: .....

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

| ITEM<br>NO | DESCRIPTION                                                                                                                                                                                   | BID PRICE IN RSA CURRENCY<br>**(ALL APPLICABLE TAXES INCLUDED) |                 |
|------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------|-----------------|
| 1.         | The accompanying information must be used for the formulation of proposals.                                                                                                                   |                                                                |                 |
| 2.         | Bidders are required to indicate a ceiling price based on the total estimated time for completion of all phases and including all expenses inclusive of all applicable taxes for the project. | R.....                                                         |                 |
| 3.         | PERSONS WHO WILL BE INVOLVED IN THE PROJECT AND RATES APPLICABLE (CERTIFIED INVOICES MUST BE RENDERED IN TERMS HEREOF)                                                                        |                                                                |                 |
| 4.         | PERSON AND POSITION                                                                                                                                                                           | HOURLY RATE                                                    | DAILY RATE      |
|            | .....                                                                                                                                                                                         | R.....                                                         | .....           |
|            | .....                                                                                                                                                                                         | R.....                                                         | .....           |
|            | .....                                                                                                                                                                                         | R.....                                                         | .....           |
|            | .....                                                                                                                                                                                         | R.....                                                         | .....           |
| 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       |
| 5.1        | Travel expenses (specify, for example rate/km and total km, class of airtravel, etc). Only actual costs are recoverable. Proof of the expenses incurred must accompany certified invoices.    |                                                                |                 |
|            | DESCRIPTION OF EXPENSE TO BE INCURRED                                                                                                                                                         | RATE                                                           | QUANTITY AMOUNT |
|            | .....                                                                                                                                                                                         | .....                                                          | .....           |
|            | .....                                                                                                                                                                                         | .....                                                          | .....           |
|            | .....                                                                                                                                                                                         | .....                                                          | .....           |
|            | TOTAL: R .....                                                                                                                                                                                |                                                                |                 |

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

**REQUEST FOR PROPOSALS FOR THE APPOINTMENT OF A SERVICE PROVIDER TO  
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- 5.2 Other expenses, for example accommodation (specify, eg. Three star hotel, bed and breakfast, telephone cost, reproduction cost, etc.). On basis of these particulars, certified invoices will be checked for correctness. Proof of the expenses must accompany invoices.

| DESCRIPTION OF EXPENSE TO BE INCURRED | RATE  | QUANTITY | AMOUNT |
|---------------------------------------|-------|----------|--------|
| .....                                 | ..... | .....    | R..... |
| .....                                 | ..... | .....    | R..... |
| .....                                 | ..... | .....    | R..... |
| .....                                 | ..... | .....    | R..... |

TOTAL: R.....

6. Period required for commencement with project after acceptance of bid
7. Estimated man-days for completion of project
8. Are the rates quoted firm for the full period of contract?
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.

.....

.....

\*YES/NO

.....

.....

.....

.....

**\*[DELETE IF NOT APPLICABLE]**

Any enquiries regarding bidding procedures may be directed to the –

(INSERT NAME AND ADDRESS OF DEPARTMENT/ENTITY)

Tel:

Or for technical information –

(INSERT NAME OF CONTACT PERSON)

Tel:

## 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.

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.

### 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 **YES/NO**

<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.

Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution?

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.

<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.

- 3.5 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.
- 3.6 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring 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.
- 3.7 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

SBD 6.1

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

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

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

**1. GENERAL CONDITIONS**

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

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

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

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

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

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

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

|                                           | POINTS |
|-------------------------------------------|--------|
| PRICE                                     | 80     |
| SPECIFIC GOALS                            | 20     |
| Total points for Price and SPECIFIC GOALS | 100    |

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

## 2. DEFINITIONS

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

## 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

### 3.1 POINTS AWARDED FOR PRICE

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

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

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

Where

- $P_s$  = Points scored for price of tender under consideration
- $P_t$  = Price of tender under consideration
- $P_{min}$  = Price of lowest acceptable tender

## POINTS AWARDED FOR PRICE

**80/20**                      or                      **90/10**

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

Ps = Points scored for price of tender under consideration  
Pt = Price of tender under consideration  
Pmax = Price of highest acceptable tender

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

- 4.2 In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
  - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

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

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

| The specific goals allocated points in terms of this tender | Number of points allocated (90/10 system) (To be completed by the organ of state) | Number of points allocated (80/20 system) (To be completed by the organ of state) | Number of points claimed (90/10 system) (To be completed by the tenderer) | Number of points claimed (80/20 system) (To be completed by the tenderer) |
|-------------------------------------------------------------|-----------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|---------------------------------------------------------------------------|---------------------------------------------------------------------------|
| EME or QSE                                                  |                                                                                   | 6                                                                                 |                                                                           |                                                                           |
| Woman                                                       |                                                                                   | 4                                                                                 |                                                                           |                                                                           |
| Youth                                                       |                                                                                   | 4                                                                                 |                                                                           |                                                                           |
| People with disability                                      |                                                                                   | 2                                                                                 |                                                                           |                                                                           |
| Free State based company                                    |                                                                                   | 4                                                                                 |                                                                           |                                                                           |

#### DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4 Company registration number: .....

4.5 TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One-person business/sole propriety
- ☐ Close corporation
- ☐ Public Company
- ☐ Personal Liability Company
- ☐ (Pty) Limited
- ☐ Non-Profit Company
- ☐ State Owned Company

[TICK APPLICABLE BOX]

- 4.6 I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:
- i) The information furnished is true and correct;
  - ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
  - iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
  - iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
    - (a) disqualify the person from the tendering process;
    - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
    - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
    - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and
    - (e) forward the matter for criminal prosecution, if deemed necessary.

.....  
**SIGNATURE(S) OF TENDERER(S)**

**SURNAME AND NAME:** .....

**DATE:** .....

**ADDRESS:** .....

.....

.....

.....

## CONTRACT FORM - RENDERING OF SERVICES

**THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SERVICE PROVIDER (PART 1) AND THE PURCHASER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SERVICE PROVIDER AND THE PURCHASER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.**

### PART 1 (TO BE FILLED IN BY THE SERVICE PROVIDER)

1. I hereby undertake to render services described in the attached bidding documents to (name of the institution)..... in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
  - (i) Bidding documents, viz
    - Invitation to bid;
    - Proof of tax compliance status;
    - Pricing schedule(s);
    - Filled in task directive/proposal;
    - Preference claim form for Preferential Procurement in terms of the Preferential Procurement Regulations;
    - Bidder's Disclosure form;
    - Special Conditions of Contract;
  - (ii) General Conditions of Contract; and
  - (ii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT) .....

CAPACITY .....

SIGNATURE .....

NAME OF FIRM .....

#### WITNESSES

1. ....

2. ....

DATE: .....

SBD 7.2

## CONTRACT FORM - RENDERING OF SERVICES

### PART 2 (TO BE FILLED IN BY THE PURCHASER)

1. I..... in my capacity  
as.....accept your bid under reference number  
.....dated.....for the rendering of services indicated  
hereunder and/or further specified in the annexure(s).
2. An official order indicating service delivery instructions is forthcoming.
3. I undertake to make payment for the services rendered in accordance with the terms and conditions of the  
contract, within 30 (thirty) days after receipt of an invoice.

| DESCRIPTION OF<br>SERVICE | PRICE (ALL<br>APPLICABLE<br>TAXES<br>INCLUDED) | COMPLETION<br>DATE | TOTAL<br>PREFERENCE<br>POINTS<br>CLAIMED | POINTS<br>CLAIMED<br>FOR EACH<br>SPECIFIC<br>GOAL |
|---------------------------|------------------------------------------------|--------------------|------------------------------------------|---------------------------------------------------|
|                           |                                                |                    |                                          |                                                   |

4. I confirm that I am duly authorised to sign this contract.

SIGNED AT ..... ON .....

NAME (PRINT) .....

SIGNATURE .....

OFFICIAL STAMP

WITNESSES

1. ....

2. ....

DATE: .....

## Annexure A

### GOVERNMENT PROCUREMENT

### GENERAL CONDITIONS OF CONTRACT

#### 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 anything 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. | <b>General</b>                                                | <p>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</p> <p>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 <a href="http://www.treasury.gov.za">www.treasury.gov.za</a></p> <p>4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| 5. | <b>Use of contract documents and information; inspection.</b> | <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> |
| 6. | <b>Patent rights</b>                                          | <p>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.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| 7. | <b>Performance security</b>                                   | <p>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.</p> <p>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.</p> <p>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:</p> <ul style="list-style-type: none"> <li>(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</li> <li>(b) a cashier's or certified cheque</li> </ul>                                                                                                                                                                                                                                                                                 |

- 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.

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|------------|-------------------------------|------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|            |                               | 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.                                                                                                                                                                             |
| <b>10.</b> | <b>Delivery and documents</b> | 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.                                                                                                                                                                                                                                                                                                                                                                                                                        |
| <b>11.</b> | <b>Insurance</b>              | 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.                                                                                                                                                                                                                                                |
| <b>12.</b> | <b>Transportation</b>         | 12.1 | Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.                                                                                                                                                                                                                                                                                                                                                                            |
| <b>13.</b> | <b>Incidental services</b>    | 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<br>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                                                                                                                                                                                                                    |

- |            |                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
|------------|-----------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>14.</b> | Spare parts     | <p>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:</p> <ul style="list-style-type: none"> <li>(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</li> <li>(b) in the event of termination of production of the spare parts: <ul style="list-style-type: none"> <li>(i) advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and</li> <li>(ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.</li> </ul> </li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| <b>15.</b> | <b>Warranty</b> | <p>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.</p> <p>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.</p> <p>15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.</p> <p>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.</p> <p>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.</p> |
| <b>16.</b> | <b>Payment</b>  | <p>16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.</p> <p>16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.</p> <p>16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.</p> <p>16.4 Payment will be made in Rand unless otherwise stipulated in SCC.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |

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|-----|---------------------------------------------|------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 17. | <b>Prices</b>                               | 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. | <b>Contract amendments</b>                  | 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. | <b>Assignment</b>                           | 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. | <b>Subcontracts</b>                         | 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. | <b>Delays in the supplier's performance</b> | 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. | <b>Penalties</b>                            | 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.

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| 24. | <b>Anti-dumping and countervailing duties and rights</b> | 24.1 | When, after the date of bid, provisional payments are required, or antidumping 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. | <b>Force Majeure</b>                                     | 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. | <b>Termination for insolvency</b>                        | 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. | <b>Settlement of Disputes</b>                            | 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. | <b>Limitation of liability</b>                           | <p>28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;</p> <p>(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</p> <p>(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.</p> |
| 29. | <b>Governing language</b>                                | <p>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.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| 30. | <b>Applicable law</b>                                    | <p>30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| 31. | <b>Notices</b>                                           | <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. | <b>Taxes and duties</b>                                  | <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. | <b>National Industrial Participation (NIP) Programme</b> | <p>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.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |

General Conditions of Contract (revised February 2008)

## 1. SCOPE AND EXTENT OF WORK

The role of the Service Provider is to assist Department Of Economic, Small Business Development, Tourism and Environmental Affairs: Free State with the project to develop the Air Quality Management Plan (AQMP) in accordance with the provision of the National Environmental Management: Air Quality Act, 2004 (Act No. 39 of 2004) (hereafter referred to as AQA or the Act), and in line with the National Environmental Management Act, 1998 (Act No. 107 of 1998) (NEMA).

The overall objective of the project is to establish the current status of air quality within the Free State province, to establish an effective and sound basis for planning and management of air quality with objectives that will ensure prevention and improvement in air quality in the province, so as to fulfil Government's Constitutional mandate to ensure an environment that is not harmful to the health and well-being of all South Africans. The detailed scope of work and related outputs are provided below:

### 1.1 Objective 1 – Planning Objective

The appointed service provider will carry out all the work required to develop and compile a process plan for the development of the Air Quality Management Plan. This process plan should include, among other items:

- a detailed description of how the appointed service provider intends to develop the AQMP in accordance with the project objectives;
- a Gantt Bar Chart detailing the timing and critical path of key activities and milestones;
- a skills transfer strategy for Air Quality Officials in the province especially on monitoring, emissions inventory and data collection;
- proposed plan structure will be based on the prescribed methodology. The process plan must be submitted to Department Of Economic, Small Business Development, Tourism and Environmental Affairs: Free State for approval before it is presented to the Project steering committee (PSC) for comments.

### 1.2 Objective 2: Establish Stakeholder Groups and Baseline Assessment Report

#### Task 1: Establish Stakeholders

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

**Task 2: Air Quality Baseline Report**

The appointed service provider will carry out all the required meetings, interviews, literature reviews, data collection, data analysis, etc. required to compile the Baseline assessment report. This report should review available information in order to generate a chapter that, amongst others, includes: A description of the current ambient air quality in the area and compares this to national standards; An identification of significant sources of air pollution in the area; A description of the cause and effect relationships that give rise to the significant sources of air pollution;

- A description of the overall health, environmental impacts, social and economic impacts of poor air quality in the area;
- A description of the relative difficulty, or otherwise, of reducing various emissions; and,
- Provision of details on any future threats to air quality in the area (new industrial developments, etc.);
- And in addition to the above, the Baseline Assessment report shall consist of the following components:

**Task 3 An Emission Inventory**

The appointed service provider will be responsible for, but not limited to, validating the available emission inventories that were developed as part of Local /District/Metro municipality and the provincial AQMPs and from any other available emission inventory database. Furthermore, the service provider will identify any gaps in the existing inventories and where there are gaps, the service provider will collect, collate and analyze emission inventory data and other required information. The service provider will be required to develop a comprehensive database of all identified emission sources such as, but not limited to:

- Industrial operations (point and fugitive emissions);
- Mining activities;
- Domestic fuel burning;
- Vehicle emissions;
- Other fugitive dust sources;
- Biomass burning; and
- Waste treatment and disposal.

The Service provider will work in close cooperation with the authority in the development of the emission inventory and the service provider will be required to hand over all documentation and calculations used in the development of the inventory.

**Task 4 Dispersion Modelling**

Based on the emission inventory developed, the Service Provider will use the appropriate modeling approach to provide air pollution dispersion model results that characterises the impact of air pollution on ambient air quality in both time and space.

The Service provider is expected to describe the modeling approach and demonstrate its applicability. A final decision on the modeling approach should be discussed with the Steering Committee and be approved by the Steering Committee, prior to any work commencement and should be in line with the Regulations regarding air dispersion modelling (Government Gazette, No. 37804). Upon completion of the project the service provider will supply Department Of Economic, Small Business Development, Tourism and Environmental Affairs: Free State with copies of all input data, model parameterisation and post-processing files.

**1.3 Objective 3. Gap and Problem Analysis**

Subsequent to the finalization of the Baseline Assessment Report, the appointed service provider together with the PSC, are to do a gap and problem analysis of the status of Air Quality management within the Free State province.

**Task 1: Identify Gaps**

Gaps in the current air quality management structure should be identified and documented. This will include, but not limited to:

- Human Resource Capacity;
- Gaps in monitoring data; and,
- Emission inventory.

**Task 2: Determine the Problems and Effects**

Once the gaps are identified, the committee should initiate a problem analysis to determine the problems, associated cause of the problems and the effects. The gap and problem analysis should be documented as part of the AQMP, building on the Baseline assessment section.

**1.4 Objective 4: Threat Assessment**

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

**1.5 Objective 5: Air Quality Management Goals**

Based on the baseline report, gap, and problem analysis, the PSC and the service provider will collaboratively have to review the vision, mission and AQM goals for the AQMP. As such, the goals for the AQMP that will collectively represent a vision for air quality management in the Free State province. When developing these goals, the service provider will be required to also consider reviewing existing goals from other related planning initiatives that will contribute to air quality management, and highlight these existing goals within the AQMP.

**1.6 Objective 6: Feasibility Assessment for establishing an Ambient Air Quality Monitoring Network**

The service provider will undertake a feasibility assessment for establishing the Free State Ambient Air Quality Monitoring Network that is particularly focusing on Thabo Mofutsanyana District Municipality, Lejweleputswa District Municipality and Fezile Dabi District Municipality and its respective siting in these areas through the use of data collated from Baseline Assessment, Gap and Problem Analysis, Threat Assessment and the provincial Air Quality Management Goals. The Ambient Air Quality Monitoring plan should also be developed in line with the National Norms and Standards and the National Ambient Air Quality Monitoring Strategy.

**1.7 Objective 7: Development of an Implementation Plan (Intervention Strategies)**

The service provider will identify possible interventions required to meet the project objectives. The service provider will then carry out all the work required to compile the chapters of the plan that detail these interventions and the different roles and responsibilities of various stakeholders. Each, specific intervention should be described by giving, among others:

- intervention objective (with details of timing and expected air quality impacts);
- intervention outputs; activities; inputs (including financial, human and technological resource inputs);
- assumptions and risk assessment; intervention implementation plan that clearly describes timing and responsibilities; and
- Interventions should take into account future conditions for various scenarios developed as part of the threat assessment.

This exercise should quantify, where possible, the emission reduction potential of each of the interventions. The work should be conducted as a series of scenarios with an economic cost / benefit analysis conducted as part of the assessment.

Following the public participation process, the appointed service provider will finalise the intervention descriptions for inclusion as chapters in the plan.

### 1.8 **Objective 8: Draft Air Quality Management Plan**

The appointed service provider will carry out all the work required to compile an Air Quality Management Plan. This plan should be ratified by the Steering Committee, and should include the following:

- key aspects of the baseline assessment ;
- the strategy analysis;
- the intervention descriptions;
- Coordination, cooperation, participation and implementation arrangements (including organizational structures, monitoring and reporting, etc.);
- should identify any regulations necessary for implementing and enforcing plans;
- government's interventions implementation costing and Implementation plan.

The draft plan must be presented to the PSC and stakeholders for comments before being finalised and published for public comments.

In order to facilitate top management approval, the appointed service provider must compile an executive summary of the comprehensive Draft Air Quality Management Plan, and a Power Point presentation that summarises the key elements and interventions contained in the draft plan.

**1.9 Objective 9: Final Air Quality Management Plan**

The Service Provider will carry out all the work required to compile a database of all comments received during the public comments process on the Draft Air Quality Management Plan. Working in close cooperation with the Steering Committee, the service provider will propose amendments and effect those amendments into the draft plan based on the public comments. The proposed amendments must be presented/ submitted to the PSC for inputs before being finalised.

The service provider must finalise the plan in consultation with the Head of Department: Department Of Economic, Small Business Development, Tourism and Environmental Affairs: Free State. **The Final Air Quality Management Plan should be submitted together with all processed data and any other resources used during the study.**

**1.10 Objective 10: Public participation**

The service provider in consultation with the Steering Committee will arrange not less than two public participation meetings to consult with and provide feedback to members of the general public and key stakeholders within the jurisdiction of the Free State province. Most importantly, public participation is an ongoing process which starts from the inception of the project until conclusion thereof.

The public participation should preferably be structured as follows:

- At least one public meeting should be held during the baseline assessment process, and
- Another one should be held upon compilation of the draft AQMP.

## 2 AQMP DELIVERABLES

| No | Deliverables & Tasks                                                              | Indicator                                                                                                                              |
|----|-----------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------|
| 1  | Planning Objective                                                                | A clear and unambiguous plan on how specific outputs will be generated.                                                                |
| 2  | Baseline Assessment Report                                                        | The causes of current and, potential, future poor air quality in the area are clearly defined and described.                           |
| 3  | Gap And Problem Analysis                                                          | Clearly identified                                                                                                                     |
| 4  | Threat Assessment                                                                 | Threat Assessment report                                                                                                               |
| 5  | Air Quality Management Goals                                                      | Clearly defined goals approved by PSC                                                                                                  |
| 6  | Feasibility Assessment for establishing an Ambient Air Quality Monitoring Network | Ambient Air Quality Monitoring Plan                                                                                                    |
| 7  | Development of An Implementation Plan (Intervention Strategies)                   | Interventions are clearly described that, once implemented, will have a measurable positive impact on ambient air quality in the area. |
| 8  | Draft Air Quality Management Plan                                                 | PSC approved report                                                                                                                    |
| 9  | Air Quality Management Plan                                                       | AQMP Report approved by the PSC and stakeholders                                                                                       |
| 10 | Public participation                                                              | Public participation report (s)                                                                                                        |

**3. TIMING OF ASSIGNMENT**

All work is to be carried out within the period of 6 months as agreed with the Project Manager.

**4. PERFORMANCE MEASURES**

- The performance measures for the delivery of the project to develop the Air Quality Management Plan (AQMP) will be closely monitored by Department Of Economic, Small Business Development, Tourism and Environmental Affairs: Free State.
- The appointed service provider will be required to sign the Service Level Agreement (SLA) with Department Of Economic, Small Business Development, Tourism and Environmental Affairs: Free State before commencement of work.
- The SLA should be concluded and signed as soon as possible after awarding of the BID. The successful bidder will be required to start the project immediately after their final signature of the SLA.
- The general conditions of the contract as provided by the National Treasury will be applicable.

**5. REPORTING**

- The Service Provider/s will submit a progress report to the Project manager, within 5 days after the end of each month for the duration of the project.
- Failure to submit the required reports on time will result in penalties as per paragraph 22 of the National Treasury requirement (GCC document).
- The service provider is expected to present the project progress and findings for approval by the Project Steering Committee (PSC). The PSC will meet monthly and any time under the discretion of the Project Manager.

**6. MONITORING PROGRESS**

The Project manager shall monitor the Service Level Agreement.

## 7. CONTINUITY AND PROFILE OF SENIOR STAFF ON THE PROJECT

The Service Provider/s must guarantee the presence of the service provider project manager in charge of fieldwork throughout the duration of the contract. Prior to the appointment of a replacement, the Project Manager must approve such appointment. If the service provider project manager has to leave the project, a period of at least a month is required in which the service provider project manager must work parallel with the next person (senior consultant with similar expertise and equal years of experience) appointed to be able to transfer skills and knowledge.

## 8. BID EVALUATION PROCESS

### 8.1 PHASE 1: Administrative Evaluation Process

At this phase bidder's response are reviewed to check if bidders have responded according to DESTEA tender document

| Required documents                                                                                                                                                                                                              | Non –submission may result in disqualification |                                                                                                                                                                                                       |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| SBD 1 – Invitation to Bid                                                                                                                                                                                                       | Yes                                            | Needs to be completed and signed                                                                                                                                                                      |
| SBD 3.3 Pricing Schedule – Professional Services                                                                                                                                                                                | Yes                                            | Submit Pricing Proposal covering contents on the SBD form                                                                                                                                             |
| Central Supplier Database (CSD) Registration Summary.                                                                                                                                                                           | No                                             | The service provider must be registered on the CSD. If not registered visit <a href="https://secure.csd.gov.za">https://secure.csd.gov.za</a> to complete the process prior to submission of proposal |
| Valid Tax Compliance Status (TCS) Pin or printed TCS report                                                                                                                                                                     | No                                             | DESTEA will not award any bid to a bidder who is not tax compliant.                                                                                                                                   |
| Company profile (with appropriate relevant expertise highlighted)                                                                                                                                                               | Yes                                            | Needs to be submitted                                                                                                                                                                                 |
| Experience, post graduate qualifications and curriculum vitae/resumes of senior person(s) tasked for this project.                                                                                                              | No                                             | Non – submission minimizes chances of qualifying on the Functionality Stage                                                                                                                           |
| Experience related to the scope of work set out in the Terms of Reference.                                                                                                                                                      | No                                             | Non – submission minimizes chances of qualifying on the Functionality Stage                                                                                                                           |
| Advanced Report Writing Skills (Microsoft word-format.)                                                                                                                                                                         | No                                             | Non – submission minimizes chances of qualifying on the Functionality Stage                                                                                                                           |
| Administrative logistical support competencies.                                                                                                                                                                                 | No                                             | Non – submission minimizes chances of qualifying on the Functionality Stage                                                                                                                           |
| SBD 4 – Declaration of Interest                                                                                                                                                                                                 | Yes                                            | Needs to be completed and signed                                                                                                                                                                      |
| SBD 6.1 - PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022                                                                                                                                | No                                             | Needs to be completed and signed. The tenderer must indicate how they claim points for each preference point system.)                                                                                 |
| Sworn affidavit signed by the EME or QSE representative and attested by a Commissioner of Oaths/ A certified copy of a BB-BEE certificate issued by the verification agency accredited by SANAS/ Proof of B-BBEE issued by DTIC | No                                             | DESTEA will not award points to bidders who cannot substantiate with sufficient evidence under specific goals                                                                                         |
| RSA identity document/ Valid RSA driver's license issued by the relevant authority                                                                                                                                              | No                                             | DESTEA will not award points to bidders who cannot substantiate with sufficient evidence under specific goals                                                                                         |
| Sworn affidavit signed by the company representative and attested by the Commission of oaths on People with Disability                                                                                                          | No                                             | DESTEA will not award points to bidders who cannot substantiate with sufficient evidence under specific goals                                                                                         |

| Required documents                                                                                                                                                                                             | Non –submission may result in disqualification |                                                                                                                                            |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------|
| Entity proof of address (Municipal Account/ Lease agreement/ Title deeds/ Permission to occupy land signed by the traditional authority/ A letter of confirmation of the address signed by the ward councilor) | No                                             | DESTEA will not award points on Free State Based Entities to bidders who cannot substantiate with sufficient evidence under specific goals |
| SBD 7.2 - CONTRACT FORM - RENDERING OF SERVICES                                                                                                                                                                | Yes                                            | Needs to be completed and signed                                                                                                           |

## 8.2 PHASE II: Functionality Evaluation Criteria

|       | CRITERIA                | EVALUATION CRITERIA                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                     | POINTS     |
|-------|-------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------|------------|
| 8.2.1 | Capacity                | <b>Capability and experience in delivering project:</b><br>Experience, profile and registration with professional bodies <ul style="list-style-type: none"> <li>Registration with 4 or more professional bodies</li> <li>2-3 Professional Bodies</li> <li>1 Professional body</li> </ul> <i>Attach registration certificate/s with professional bodies and CVs of project members.</i>                                                                                                                                                                                                                                                                                                                                 | 30<br>20<br>10      | 30         |
| 8.2.2 | Experience              | <b>Experience in undertaking similar projects</b><br>4-5 projects undertaken<br>2-3 projects undertaken<br>1 project undertaken<br><i>Reference letter/s and proof of payment be attached for each project undertaken</i>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | 30<br>20<br>10      | 30         |
| 8.2.3 | Skills and competencies | Within the Service Provider Team, one or more of the following skills/competencies should be clearly identifiable per team member: <ul style="list-style-type: none"> <li>Air Quality Management skills/competencies</li> <li>Analytical and data interpretation skills</li> <li>Research skills/competencies</li> <li>Emission Inventory skills/competencies</li> <li>Dispersion Modelling skills/competencies</li> </ul> 100 % of team meet qualification criteria<br>80-89 % of team meet qualification criteria<br>70-79 % of the team meet qualification criteria<br>Below 70 % of team meet qualification criteria<br><i>Documented examples of skills/competencies should be attached for each team member.</i> | 20<br>15<br>10<br>0 | 20         |
| 8.2.4 | Methodology             | <b>Work breakdown structure, including timeframes; and Phase of project</b><br><b>Cost break down of the project</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | 15<br>5             | 20         |
|       |                         | <b>FUNCTIONALITY</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                     | <b>100</b> |

Bids that fail to achieve the minimum qualifying score of 80 points for functionality (80 of 100 points allocated) will be eliminated from further consideration in Phase III

**9. Phase III: 80/20 principle as per Preferential Procurement Regulation 2022.**

Bidders who met or exceeded the minimum threshold of 80% threshold will be evaluated further on Specific goals, utilising the 80/20 principle as per Preferential Procurement Regulation 2022.

**9.1 Price and Specific goals**

| Evaluation Criteria | Weighted Scores |
|---------------------|-----------------|
| Price               | 80              |
| Specific goals      | 20              |
| <b>Total Score</b>  | <b>100</b>      |

**9.2 Specific goals and points that may be claimed are indicated as follows**

| Specific goal                   | Applicable weight | Evidence to be submitted by the supplier to substantiate the points claimed/allocated per specific goal (NB: Any of the evidence indicated below per specific goal should be regarded as sufficient)                                                                                              |
|---------------------------------|-------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>EME or QSE</b>               | <b>6</b>          | <ul style="list-style-type: none"> <li>Sworn affidavit signed by the EME or QSE representative and attested by a Commissioner of Oaths</li> <li>A certified copy of a BB-BEE certificate issued by the verification agency accredited by SANAS</li> <li>Proof of B-BBEE issued by DTIC</li> </ul> |
| <b>Woman</b>                    | <b>4</b>          | <ul style="list-style-type: none"> <li>RSA identity document</li> <li>Valid RSA driver's license issued by the relevant authority</li> </ul>                                                                                                                                                      |
| <b>Youth</b>                    | <b>4</b>          | <ul style="list-style-type: none"> <li>Valid RSA driver's license issued by the relevant authority</li> </ul> <p>(NB: Youth is defined as any south African citizen with the age between 18 and 35 years)</p>                                                                                     |
| <b>People with disability</b>   | <b>2</b>          | <ul style="list-style-type: none"> <li>Sworn affidavit signed by the company representative and attested by the Commission of oaths</li> </ul>                                                                                                                                                    |
| <b>Free State based company</b> | <b>4</b>          | <ul style="list-style-type: none"> <li>Municipal Account</li> <li>Lease agreement</li> <li>Title deeds</li> <li>Permission to occupy land signed by the traditional authority</li> <li>A letter of confirmation of the address signed by the ward councilor</li> </ul>                            |