



environmental affairs

Department:
Environmental Affairs
REPUBLIC OF SOUTH AFRICA

INVITATION TO BID

BID REFERENCE NUMBER: E 1267

APPOINTMENT OF A SERVICE PROVIDER TO ASSIST THE DEPARTMENT OF ENVIRONMENTAL AFFAIRS (DEA) IN IMPLEMENTING THE MULTI-STAKEHOLDER PARTICIPATORY DEVELOPMENT, COMPILATION AND PUBLICATION OF A DISCUSSION DOCUMENT AIMED AT FOCUSING AND ENCOURAGING DISCUSSION AND DEBATE AROUND AN ENVIRONMENTAL PROTECTION STRATEGY KNOWN AS ENVIRONMENTAL OFFSETTING.

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DEPARTMENT OF ENVIRONMENTAL AFFAIRS

BID NUMBER: E 1267

CLOSING DATE: 13-12-2013

CLOSING TIME: 11:00

DESCRIPTION: *Appointment of a service provider to assist the Department of Environmental Affairs (DEA) in implementing the multi-stakeholder participatory development, compilation and publication of a discussion document aimed at focussing and encouraging discussion and debate around an environmental protection strategy known as environmental offsetting.*

The successful bidder will be required to fill in and sign a written Contract Form (SBD 7).

BID DOCUMENTS MAY BE POSTED TO:

Director- General; Department of Environmental Affairs; Private Bag X 447 PRETORIA 0001

OR

DEPOSITED IN THE BID BOX SITUATED AT: Department of Environmental Affairs 2nd Floor, Fedsure Forum Building
Corner Lillian Ngoyi & Pretorius Street, Pretoria 0001

Bidders should ensure that bids are delivered timeously to the correct address. If the bid is late, it will not be accepted for consideration.

The bid box is generally open 24 hours a day, 7 days a week.

ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS – (NOT TO BE RE-TYPED)

NB: TWO BID PROPOPOSALS MUST BE SUBMITTED, CLEARLY MARKED: ORIGINAL AND COPY

THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2011, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT

**THE FOLLOWING PARTICULARS MUST BE FURNISHED
(FAILURE TO DO SO MAY RESULT IN YOUR BID BEING DISQUALIFIED)**

NAME OF BIDDER

POSTAL ADDRESS

STREET ADDRESS

TELEPHONE NUMBER CODE.....NUMBER.....

CELLPHONE NUMBER

FACSIMILE NUMBER CODE NUMBER.....

E-MAIL ADDRESS

VAT REGISTRATION NUMBER

HAS AN ORIGINAL AND VALID TAX CLEARANCE CERTIFICATE BEEN SUBMITTED? (SBD 2) YES or NO

HAS A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE BEEN SUBMITTED? (SBD 6.1) YES or NO

IF YES, WHO WAS THE CERTIFICATE ISSUED BY?

AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA).....
A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS); OR.....

A REGISTERED AUDITOR

[TICK APPLICABLE BOX]

(A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE)

ARE YOU THE ACCREDITED REPRESENTATIVE
IN SOUTH AFRICA FOR THE GOODS / SERVICES / WORKS OFFERED?

YES or NO

[IF YES ENCLOSE PROOF]

SIGNATURE OF BIDDER

DATE

CAPACITY UNDER WHICH THIS BID IS SIGNED

TOTAL BID PRICE..... TOTAL NUMBER OF ITEMS OFFERED

ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE MAY BE DIRECTED TO:

Department: Environmental Affairs

Contact Person: Jonas Nkitseng / Tshepo Matheane

Tel: (012) 310 3064 or (012) 395 1819

Fax: 012 320 2894.

ANY ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:

Contact Person: Mr. Peter Lukey

Chief Policy Advisor: Strategic Environmental Intelligence

Tel: (012) 310-3710

E-mail: plukey@environment.gov.za.

TAX CLEARANCE CERTIFICATE REQUIREMENTS

It is a condition of bid that the taxes of the successful bidder must be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations.

- 1 In order to meet this requirement bidders are required to complete in full the attached form TCC 001 "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.
- 2 SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.
- 3 The original Tax Clearance Certificate must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.
- 4 In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.
- 5 Copies of the TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website www.sars.gov.za.
- 6 Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website www.sars.gov.za.

PRICING SCHEDULE
(Professional Services)

NAME OF BIDDER:	BID NO.: E1267
CLOSING TIME 11:00	CLOSING DATE: 13-12-2013

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

ITEM	DESCRIPTION	BID PRICE IN RSA CURRENCY
NO	<i>Appointment of a service provider to assist the Department of Environmental Affairs (DEA) in implementing the multi-stakeholder participatory development, compilation and publication of a discussion document aimed at focussing and encouraging discussion and debate around an environmental protection strategy known as environmental offsetting.</i>	**(ALL APPLICABLE TAXES INCLUDED)

1. The accompanying information must be used for the formulation of proposals.
2. Bidders are required to indicate a ceiling price based on the total estimated time for completion of all phases and including all expenses inclusive of all applicable taxes for the project.

R.....

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

4. PERSON AND POSITION

	HOURLY RATE	DAILY RATE
.....	R.....
.....	R.....
.....	R.....
.....	R.....
.....	R.....

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

.....	R..... days
.....	R..... days
.....	R..... days
.....	R..... days

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

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

Name of Bidder:

TOTAL: R.....

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

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

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

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

*[DELETE IF NOT APPLICABLE]

Any enquiries regarding bidding procedures may be directed to the –

Department: Environmental Affairs

Contact Person: Jonas Nkitseng / Tshepo Matheane
Tel: (012) 310 3064 or (012) 395 1819
Fax: 012 320 2894.

Or for technical information –

Contact Person: Mr. Peter Lukey
Chief Policy Advisor: Strategic Environmental Intelligence
Tel: (012) 310-3710
E-mail: plukey@environment.gov.za.

DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-
 - the bidder is employed by the state; and/or
 - the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

2. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

2.1 Full Name of bidder or his or her representative:

2.2 Identity Number:

2.3 Position occupied in the Company (director, trustee, shareholder²):

2.4 Company Registration Number:

2.5 Tax Reference Number:

2.6 VAT Registration Number:

2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / persal numbers must be indicated in paragraph 3 below.

¹“State” means –

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

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

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

2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member:
Name of state institution at which you or the person connected to the bidder is employed :
Position occupied in the state institution:

Any other particulars:
.....
.....
.....

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

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

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

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

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

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

2.8.1 If so, furnish particulars:

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

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

4 DECLARATION

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

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT. I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 23 OF THE GENERAL CONDITIONS OF CONTRACT SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

This document must be signed and submitted together with your bid

THE NATIONAL INDUSTRIAL PARTICIPATION PROGRAMME

INTRODUCTION

The National Industrial Participation (NIP) Programme, which is applicable to all government procurement contracts that have an imported content, became effective on the 1 September 1996. The NIP policy and guidelines were fully endorsed by Cabinet on 30 April 1997. In terms of the Cabinet decision, all state and parastatal purchases / lease contracts (for goods, works and services) entered into after this date, are subject to the NIP requirements. NIP is obligatory and therefore must be complied with. The Industrial Participation Secretariat (IPS) of the Department of Trade and Industry (DTI) is charged with the responsibility of administering the programme.

1 PILLARS OF THE PROGRAMME

- 1.1 The NIP obligation is benchmarked on the imported content of the contract. Any contract having an imported content equal to or exceeding US\$ 10 million or other currency equivalent to US\$ 10 million will have a NIP obligation. This threshold of US\$ 10 million can be reached as follows:
- (a) Any single contract with imported content exceeding US\$10 million.
or
 - (b) Multiple contracts for the same goods, works or services each with imported content exceeding US\$3 million awarded to one seller over a 2 year period which in total exceeds US\$10 million.
or
 - (c) A contract with a renewable option clause, where should the option be exercised the total value of the imported content will exceed US\$10 million.
or
 - (d) Multiple suppliers of the same goods, works or services under the same contract, where the value of the imported content of each allocation is equal to or exceeds US\$ 3 million worth of goods, works or services to the same government institution, which in total over a two (2) year period exceeds US\$10 million.
- 1.2 The NIP obligation applicable to suppliers in respect of sub-paragraphs 1.1 (a) to 1.1 (c) above will amount to 30 % of the imported content whilst suppliers in respect of paragraph 1.1 (d) shall incur 30% of the total NIP obligation on a *pro-rata* basis.
- 1.3 To satisfy the NIP obligation, the DTI would negotiate and conclude agreements such as investments, joint ventures, sub-contracting, licensee production, export promotion, sourcing arrangements and research and development (R&D) with partners or suppliers.

- 1.4 A period of seven years has been identified as the time frame within which to discharge the obligation.

2 REQUIREMENTS OF THE DEPARTMENT OF TRADE AND INDUSTRY

- 2.1 In order to ensure effective implementation of the programme, successful bidders (contractors) are required to, immediately after the award of a contract that is in excess of **R10 million** (ten million Rands), submit details of such a contract to the DTI for reporting purposes.

- 2.2 The purpose for reporting details of contracts in excess of the amount of R10 million (ten million Rands) is to cater for multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as provided for in paragraphs 1.1.(b) to 1.1. (d) above.

3 BID SUBMISSION AND CONTRACT REPORTING REQUIREMENTS OF BIDDERS AND SUCCESSFUL BIDDERS (CONTRACTORS)

- 3.1 Bidders are required to sign and submit this Standard Bidding Document (SBD 5) together with the bid on the closing date and time.

- 3.2 In order to accommodate multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as indicated in sub-paragraphs 1.1 (b) to 1.1 (d) above and to enable the DTI in determining the NIP obligation, successful bidders (contractors) are required, immediately after being officially notified about any successful bid with a value in excess of R10 million (ten million Rands), to contact and furnish the DTI with the following information:

- Bid / contract number.
- Description of the goods, works or services.
- Date on which the contract was accepted.
- Name, address and contact details of the government institution.
- Value of the contract.
- Imported content of the contract, if possible.

- 3.3 The information required in paragraph 3.2 above must be sent to the Department of Trade and Industry, Private Bag X 84, Pretoria, 0001 for the attention of Mr Elias Malapane within five (5) working days after award of the contract. Mr Malapane may be contacted on telephone (012) 394 1401, facsimile (012) 394 2401 or e-mail at Elias@thedti.gov.za for further details about the programme.

4 PROCESS TO SATISFY THE NIP OBLIGATION



- 4.1 Once the successful bidder (contractor) has made contact with and furnished the DTI with the information required, the following steps will be followed:
- a. the contractor and the DTI will determine the NIP obligation;
 - b. the contractor and the DTI will sign the NIP obligation agreement;

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2011

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

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2011.

1. GENERAL CONDITIONS

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

- the 80/20 system for requirements with a Rand value of up to R1 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R1 000 000 (all applicable taxes included).

1.2 The value of this bid is estimated to exceed/not exceed R1 000 000 (all applicable taxes included) and therefore the.....80/20.....system shall be applicable.

1.3 Preference points for this bid shall be awarded for:

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

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

	POINTS
1.3.1.1 PRICE	80.....
1.3.1.2 B-BBEE STATUS LEVEL OF CONTRIBUTION	20.....
Total points for Price and B-BBEE must not exceed	100

1.4 Failure on the part of a bidder to fill in and/or to sign this form and submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or an Accounting Officer as contemplated in the Close Corporation Act (CCA) together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

1.5 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. DEFINITIONS

- 2.1 “**all applicable taxes**” includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- 2.2 “**B-BBEE**” means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- 2.3 “**B-BBEE status level of contributor**” means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- 2.4 “**bid**” means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- 2.5 “**Broad-Based Black Economic Empowerment Act**” means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- 2.6 “**comparative price**” means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
- 2.7 “**consortium or joint venture**” 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;
- 2.8 “**contract**” means the agreement that results from the acceptance of a bid by an organ of state;
- 2.9 “**EME**” means any enterprise with an annual total revenue of R5 million or less .
- 2.10 “**Firm price**” means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- 2.11 “**functionality**” means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- 2.12 “**non-firm prices**” means all prices other than “firm” prices;
- 2.13 “**person**” includes a juristic person;
- 2.14 “**rand value**” means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- 2.15 “**sub-contract**” means the primary contractor’s assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;
- 2.16 “**total revenue**” bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on 9 February 2007;

- 2.17 “**trust**” means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- 2.18 “**trustee**” means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

3. ADJUDICATION USING A POINT SYSTEM

- 3.1 The bidder obtaining the highest number of total points will be awarded the contract.
- 3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts;
- 3.3 Points scored must be rounded off to the nearest 2 decimal places.
- 3.4 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.
- 3.5 However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.
- 3.6 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

4. POINTS AWARDED FOR PRICE

4.1 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 comparative price of bid under consideration

P_t = Comparative price of bid under consideration

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

5. Points awarded for B-BBEE Status Level of Contribution

- 5.1 In terms of Regulation 5 (2) and 6 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	8	16
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

- 5.2 Bidders who qualify as EMEs in terms of the B-BBEE Act must submit a certificate issued by an Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor. Registered auditors do not need to meet the prerequisite for IRBA's approval for the purpose of conducting verification and issuing EMEs with B-BBEE Status Level Certificates.
- 5.3 Bidders other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.
- 5.4 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- 5.5 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.
- 5.6 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 5.7 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.
- 5.8 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

6. BID DECLARATION

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

7. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.3.1.2 AND 5.1

7.1 B-BBEE Status Level of Contribution: =(maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or an Accounting Officer as contemplated in the CCA).

8 SUB-CONTRACTING

8.1 Will any portion of the contract be sub-contracted? YES / NO (delete which is not applicable)

8.1.1 If yes, indicate:

- (i) what percentage of the contract will be subcontracted?%
- (ii) the name of the sub-contractor?
- (iii) the B-BBEE status level of the sub-contractor?
- (iv) whether the sub-contractor is an EME? YES / NO (delete which is not applicable)

9 DECLARATION WITH REGARD TO COMPANY/FIRM

9.1 Name of company/firm :

9.2 VAT registration number :.....

9.3 Company registration number
:

9.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

9.6 COMPANY CLASSIFICATION

- Manufacturer
- Supplier
- Professional service provider

Other service providers, e.g. transporter, etc.
[TICK APPLICABLE BOX]

9.7 Total number of years the company/firm has been in business?

9.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contribution indicated in paragraph 7 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- (i) The information furnished is true and correct;
- (ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form.
- (iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- (iv) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution

WITNESSES:

1.

.....
SIGNATURE(S) OF BIDDER(S)

2.

DATE:.....
 ADDRESS:.....

- c. the contractor will submit a performance guarantee to the DTI;
- d. the contractor will submit a business concept for consideration and approval by the DTI;
- e. upon approval of the business concept by the DTI, the contractor will submit detailed business plans outlining the business concepts;
- f. the contractor will implement the business plans; and
- g. the contractor will submit bi-annual progress reports on approved plans to the DTI.

4.2 The NIP obligation agreement is between the DTI and the successful bidder (contractor) and, therefore, does not involve the purchasing institution.

Bid number	Closing date:.....
Name of bidder.....	
Postal address	
.....	
Signature.....	Name (in print).....
Date.....	

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

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

4.4.1	If so, furnish particulars:
-------	-----------------------------

SBD 8

CERTIFICATION

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

Js365bW

CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

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

I certify, on behalf of: _____ that:

(Name of Bidder)

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

SBD 9

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

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

SBD 9

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

.....
Signature	Date
.....
Position	Name of Bidder

Js914w 2


 environmental affairs Department: Environmental Affairs REPUBLIC OF SOUTH AFRICA	Reference:	SEI/27/08/13/01
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1 REQUEST FOR PROPOSAL

- 1.1 The objective of this request for proposal is to appoint a suitable independent service provider to assist the Department of Environmental Affairs (DEA) in compiling and publishing a document aimed at focussing and encouraging discussion and debate around an environmental protection strategy known as impact offsetting or simply environmental offsets.
- 1.2 In wishing to appoint a suitable independent service provider, the DEA actively implements both the spirit and the letter of the Broad-Based Black Economic Empowerment (B-BBEE) Act (Act No. 53 of 2003), the Preferential Procurement Policy Framework Act (Act No. 5 of 2000) and the Preferential Procurement Regulations of 2011.
- 1.3 Companies/service providers who were contracted to draft the Terms of Reference will not be considered.

2 SCOPE AND EXTENT OF WORK

- 2.1 The role of the service provider is to assist the department with the implementation of a project that will ensure that all interested and affected parties have access to basic information around the concept of environmental offsetting in

a South African context that has been informed by various key environmental offsetting actors and role players as described in the detailed terms of reference attached as annexure A.

- 2.2 The appointed service provider will be required to implement a project that will result in:
- 2.2.1 The department having hosted a key stakeholder workshop that provides a platform for: (i) the department to introduce the Environmental Offset Discussion Document Project; (ii) all key stakeholders currently involved in environmental offsetting or related activities to present and discuss their work; and (iii) the appointed service provider to provide a briefing on international and local environmental offsetting initiatives, practise and experience;
 - 2.2.2 The compilation of a high quality draft of the Environmental Offset Discussion Document to be used as the basis for the stakeholder engagements aimed at informing the final version of the discussion document; and
 - 2.2.3 A high quality Environmental Offset Discussion Document being published in hardcopy and electronically on the department's web site.
- 2.3 Given 2.2 above, the scope of work will include, but is not limited to, all the research, meetings, interviews, workshops, presentations, management and administrative activities required to generate the required project deliverables as detailed in the terms of reference attached as annexure A.

3 TIMING OF ASSIGNMENT

- 3.1 The project will commence following the signing of a contract between the department and the appointed service provider.
- 3.2 The project is expected to have a duration of no longer than 6 months (further guidance and expectations in respect of timing are detailed in section 14 of the terms of reference attached as annexure A).
- 3.3 All work is to be carried out in accordance with the time schedule as agreed with the Project Director as specified in section 12.1 of the terms of reference attached as annexure A.

4 PERFORMANCE MEASURES

- 4.1 The performance of the appointed service provider will be closely monitored by the department in accordance with the success indicators detailed in section 9 of the terms of reference attached as annexure A.

5 REPORTING

- 5.1 The appointed service provider will submit progress reports as detailed in section 16 of the terms of reference attached as annexure A.

6 PROGRESS MONITORING

- 6.1 The Project Director as specific in section 12.1 of the terms of reference attached as annexure A shall conduct the ongoing management of the Service Agreement.

7 CONTINUITY AND PROFILE OF SENIOR STAFF ON THE PROJECT

- 7.1 The service provider must guarantee the presence of the Project Manager (see section 12.2 of the terms of reference attached as annexure A) throughout the duration of the contract. If the Project Manager has to leave the project, a period of at least a month is required in which the Project Manager must work in parallel with her/his replacement (i.e. a senior consultant with similar expertise and equal years of experience) appointed to be able to transfer skills and knowledge.

8 CONTENTS OF THE BID

- 8.1 The preparation of the proposal is fully described in section 15 of the terms of reference attached as annexure A. All bidders are advised to adhere to these instructions as closely as possible. Furthermore, the bidder must ensure that the following information is provided as part of the bid:

- 8.1.1 Name, contact details and legal status of the company (or companies if a consortium or joint venture);
- 8.1.2 A work plan providing a description of the specific tasks to be assigned to each professional staff member of the proposed team and an estimate of the total number of professional hours required (see the "Project Implementation Plan, including output schedule" requirements contained in section 15 of the terms of reference attached as annexure A);
- 8.1.3 List of projects undertaken within fields relevant to this assignment;
- 8.1.4 List of contactable references;
- 8.1.5 An original Tax Clearance Certificate must be submitted together with the bid. In bids where consortia, joint ventures and/or sub-contractors are involved, each member of the consortium and/or joint venture and each sub-contractor must submit a separate Tax Clearance Certificate. Failure to submit original and valid Tax Clearance Certificates before the meeting of the bid adjudication committee will result in the invalidation of the bid. Certified copies of Tax Clearance Certificates will not be acceptable;
- 8.1.6 *Curriculum Vitae* (CV) for all proposed project staff including name, formal education, language capabilities, sex and HDI status, detailed employment record, description of relevant project experience (including actual input into previous similar projects and level of responsibility). Failure to submit the CVs will result in the invalidation of the bid (see the "Consultancy Team" requirements contained in section 15 of the terms of reference attached as annexure A);
- 8.1.7 A statement of professional competency of each staff member to be assigned for providing the proposed services, with particular reference to the kind of competency required for the project;
- 8.1.8 Assurance of the ability to ensure the continuity of key staff on the project;
- 8.1.9 Details of staff training, highlighting training and development policies and procedures, with specific reference to affirmative action policies and initiatives;
- 8.1.10 A breakdown of the hourly tariff inclusive of value-added tax for services rendered;
- 8.1.11 A comprehensive budget, showing the charge out rates of all the staff to be involved in this assignment and also including all other cost factors such as travelling (see the "Project Quotation" requirements contained in section 15 of the terms of reference attached as annexure A);
- 8.1.12 If applicable, details on how a joint venture (if the bids are a joint venture between a BEE firm and a non BEE firm) will split the work between the firms. The detail must be such that DEA can audit the actual work allocation during the delivery to enforce the transfer of skills between the two firms. The percentage involvement of each company in the joint venture should also be indicated. Please note that all members of the joint venture will be required to sign the contract and are jointly and severally liable for the entire assignment;
- 8.1.13 The standard DEA Entity Maintenance form included in the bid documentation must be completed and returned with the bid proposal.
- 8.1.14 Suppliers/Service Providers are requested to submit an original and valid B-BBEE Status Level Verification Certificate, or certified copies thereof issued by verification agencies accredited by SANAS or registered auditors approved by IRBA, together with their bids to substantiate their B-BBEE rating claims. Failure to submit this documentation will result in the forfeit of any B-BBEE preference points claimed;
- 8.1.15 Bidders who do not submit B-BBEE Status Level Verification Certificates or bidders that are non-compliant contributors to B-BBEE do not qualify for preference points for B-BBEE but will not be disqualified from the bidding process.
- 8.1.16 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- 8.1.17 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits its consolidated B-BBEE scorecard as if it were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.

8.1.18 Public entities and tertiary institutions must also submit B-BBEE Status Level Verification Certificates together with their bids

8.2 Failure to submit the information detailed in 8.1 above may invalidate your bid (see also 11.1).

9 CONDITIONS OF BID

9.1 Bids will be subject to Supply Chain Management Conditions as follows - The Preferential Procurement Regulations, 2011 issued in terms of section 5 of the Preferential Procurement Policy Framework Act (Act No 5 of 2000) and the National Treasury Instruction Note on the amended guidelines in respect of bids that include functionality as a criterion for evaluation issued in September 2010, aligned with the aims of the Broad Based Black Economic Empowerment Act and its Codes of Good Practice. In accordance with this Act, submissions will be adjudicated in two stages:

9.1.1 Firstly, on functionality which must be done in terms of the evaluation criteria indicated in section 11.3 and the minimum threshold referred to in paragraph 11.2 below. A bid will be disqualified if it fails to meet the minimum threshold for functionality as per the bid invitation and

9.1.2 Secondly, only qualifying bids will be evaluated in terms of the 80/20 preference points systems, where a maximum of 80 points will be used for price only and a maximum of 20 points will be awarded in terms of the of the B-BBEE Contributor level as per the B-BBEE Verification Certificate submitted by the service provider.

9.2 A bidder will not be awarded the points claimed for B-BBEE status level of contribution if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the contract value to any other enterprise that does not qualify for at least the same number of points that the bidder qualifies for, unless the intended sub-contractor is an EME (Exempted Micro Enterprise) that has the capacity and the ability to execute the sub-contract.

9.3 A contractor is not allowed to sub-contract more than 25% of the contract value to another enterprise that does not have equal or higher B-BBEE status level, unless the intended sub-contractor is an EME (Exempted Micro Enterprise) that has the capability and ability to execute the sub-contract.

9.4 Bidders must be prepared to work at rates not exceeding those prescribed by the office of the Auditor-General or the Department of Public Service and Administration (DPSA).

10 BID SUBMISSION

10.1 The bid proposals should be submitted to the department before the submission deadline.

10.2 Bids will be invalid if –

10.2.1 The bid is not submitted before the required submission deadline;

10.2.2 The bid does not contain the required information and/or documentation detailed in 8.1; and/or

10.2.3 The bid does not meet the technical standard as detailed in 11.1.

10.3 The department will not be held responsible for any costs incurred by the bidder in the preparation and submission of the bid.

11 BID EVALUATION

11.1 Bid evaluation can only be done on the basis of information requested above and as required by the detailed terms of reference attached as annexure A. Thus, the comprehensiveness and quality of the bid can therefore be decisive in the success of a bid.

11.2 In respect of the functionality assessment described in 9.1.1, only bidders who score at least 75 out of the maximum 100 points (i.e. 75%) for the technical information will be considered for further evaluation.

11.3 The evaluation criteria for measuring functionality and the weighting (maximum score) of each criterion is summarised in the following table:

Functionality (technical) Evaluation Criterion	Maximum Possible Technical Score
Bidder's understanding of the brief	25
Capability (profiles of key staff and persons to be assigned to the project)	40
Proven track record in similar work	20
Quality of the bid	15
Total	100

11.4 With reference to the criteria tabled in 11.3, in evaluating the technical information contained in the bid, the evaluation committee will be guided by the following:

11.4.1 **Understanding of the brief** – The bid provides a clear indication that the bidder fully understands the purpose and scope of the work and the bidders' own roles and functions in this regard.

11.4.2 **Capability** – The bid provides a clear indication that the bidder's team comprises people with the necessary experience, qualifications, knowledge and skills required to ensure the efficient and effective generation of the required deliverables to the highest standards of quality.

11.4.3 **Track Record** – The bid provides clear information on previous, relevant projects that confirm that the bidder has the required experience and success track record required to ensure the efficient and effective generation of the required deliverables to the highest standards of quality.

11.4.4 **Quality of the Bid** – The bid is structured, laid-out, formatted and organised in such a way that the evaluation committee is easily able to assess the bid in accordance with the evaluation criteria and are provided with an insight into the quality of deliverables that may be expected from the bidder if successful.

11.5 With reference to the criteria tabled in 11.3 and the evaluation guidelines provided in 11.4, in evaluating the technical information contained in the bid, the evaluation committee will award a score with values from zero (0) to five (5) for each of the criteria where a value of: 0 = Non-compliance with the evaluation guidelines; 1 = Poor compliance; 2 = Fair compliance; 3 = Average compliance; 4 = Good compliance; and 5 = Excellent compliance with the evaluation guidelines.

11.6 In line with the price assessment described in 9.1.2, following the technical evaluation, the price for technically qualifying bids will be evaluated in accordance with the following evaluation criteria:

Price Evaluation Criterion	Maximum Possible Score
Price	80
B-BBEE Status level Contributor	20
Level 1	20
Level 2	18
Level 3	16
Level 4	12
Level 5	8
Level 6	6
Level 7	4
Level 8	2
Non-compliant contributor	0
Total	100

- 11.7 With reference to the criteria tabled in 11.6, in evaluating the number of points in respect of B-BBEE Status Level:
- 11.7.1 The evaluation committee will base their scoring on the conditions outlined in 8.1.14, 8.1.15, 8.1.16, 8.1.17 and 8.1.18 above.
 - 11.7.2 Although a bid will not be disqualified from the bidding process if the bidder does not submit a certificate substantiating the B-BBEE status level of contribution or is a non-compliant contributor, such a bidder will score 0 out of the maximum 20 points for B-BBEE.

12 CONTRACT AWARD

- 12.1 The department reserves the right to sign a service level agreement with the preferred bidder. The preferred bidder will sign a formal contract with the department.
- 12.2 The department is not bound to select any of the firms submitting proposals.
- 12.3 The department reserves the right –
 - 12.3.1 Not to award a contract in respect of any of the bids;
 - 12.3.2 Not to award the contract in respect of the bid with the lowest bid price; and
 - 12.3.3 To renegotiate the price of the preferred bidder.
- 12.4 The successful bidder will only be required to perform the work as detailed in the detailed terms of reference attached as annexure A and will not be required to undertake any other work on behalf of the department.
- 12.5 Travelling costs and time spent or incurred between the bidder's home, office and/or the department's head office will not be for the account of the department.

13 FURTHER INFORMATION

- 13.1 Should you require any further information in this regard, contact Mr. Peter Lukey, Chief Policy Advisor: Strategic Environmental Intelligence, Tel: (012) 310-3710, E-mail: plukey@environment.gov.za.

14 PAYMENT TERMS

- 14.1 The department undertakes to payout in full within 30 (thirty) days all valid claims for work done to its satisfaction upon presentation of a substantiated claim. No payment will be made where there is outstanding information/work not submitted by the service provider until that outstanding information is submitted.

15 ANNEXURE A: TERMS OF REFERENCE: ENVIRONMENTAL OFFSETTING DISCUSSION DOCUMENT


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1 PURPOSE

This document provides the detailed terms of reference for the specialist consultants to be appointed to assist the Department of Environmental Affairs (DEA) in compiling and publishing a document aimed at focussing and encouraging discussion and debate around an environmental protection strategy known as impact offsetting or simply environmental offsets. This document must be read in conjunction with the Bid Specification.

2 BACKGROUND

2.1 Death by a Thousand Cuts

Changes in land use, especially those changes associated with the development of so-called virgin land are, more often than not, associated with some level of environmental degradation. In the worst cases, natural environments and ecosystems are completely destroyed by the change in land use (e.g. the open-caste mining of virgin land). In the best cases, the environment impacts are reduced to what society regards as being “acceptable impacts”. However, even in these “best case” scenarios, there is still often a net reduction in environmental quality.

In this regard, there is no doubt that South Africa’s environmental impact management regime typified by, among others, environmental impact assessments (EIAs), has dramatically mitigated much of the avoidable destruction over the last 15 years. However, despite these laudable environmental management efforts, most environmental indicators continue to show a steady and significant decline in environmental quality. This is simply due to the fact that although EIAs and associated authorisations, permits and licenses reduce environmental impacts, they do not, and indeed cannot, mitigate the environmental impacts of most changes in land use completely.

This situation is often referred to as “death by a thousand cuts” as, although EIAs may reduce the impact of individual “cuts”, eventually there are too many small “cuts” for the environment to withstand and, as a result, ecological infrastructure collapses, plant and animal species become locally extinct and natural systems and ecosystem services simply break down.

2.2 Environmental restoration and/or rehabilitation

Notwithstanding the above, there are some changes in land use that actually provide a net environmental improvement when measured by such indicators as, for example, species number and diversity, provision of ecosystem services, etc. In the best cases, degraded environments are almost fully restored to their natural state (e.g. depleted cultivated or over-grazed farmland restored to its natural state as part of, say, a game-farm development). In other cases, severely degraded land that supports little biodiversity is changed to a use that measurably improves biodiversity (e.g. strip-mined area converted into a golf course).

However, despite these positive contributions to the environment, these developments do not balance the negative impacts and, hence, “death by a thousand cuts” continues, albeit at a marginally slower rate.

2.3 Re-establishing the environment-development balance

Given the above, it seems theoretically possible that if land use changes with negative environmental impacts were balanced with land use changes with positive environment impacts then “death by a thousand cuts” could be significantly slowed. Indeed, it could be argued that if a slight bias was given to the land use changes with positive environment impacts (i.e. the balance is slightly skewed in favour of positive environmental outcomes), then “death by a thousand cuts” could be slowly reversed.

2.4 Environmental offsets

Since January 2012, the Strategic Environmental Intelligence (SEI) Unit has been investigating the concept of environmental offsets as a mechanism to address “death by a thousand cuts” and is starting to view environmental offsetting as the possible “missing link” in sustainable development.

For the purposes of these terms of reference, the following definition is used –

“An environmental offset is an intervention, or interventions, specifically implemented to counterbalance an adverse environmental impact of land-use change, resource use, discharge, emission or other activity at one location that is implemented at another location to deliver a net environmental benefit”.

3 DISCUSSION

3.1 Some initial observations on the environmental offsetting concept

From the initial work referred to above, the following appears to be the current status quo –

- **Offset Types** – There may be, at least, five specific types of environmental offsets that may be identified by, for example, their spatial application –
 - **Carbon (greenhouse gas emission) offsets** – an internationally applicable mechanism for counterbalancing atmospheric greenhouse gas emissions through interventions that reduce current and/or future emissions or that reduce atmospheric greenhouse gas concentrations (e.g. tree-planting);
 - **Biodiversity offsets** – a nationally or regionally applicable mechanism that the department’s Biodiversity and Conservation Branch and South African National Biodiversity Institute (SANBI) define as follows – “A biodiversity offset is the measurable conservation outcomes resulting from actions designed to compensate for significant negative residual impacts on biodiversity arising from project development after appropriate prevention and mitigation measures have been taken.”
 - **Heritage offsets** – a nationally, regionally or locally applicable mechanism that could be described as an intervention, or interventions, specifically implemented to counterbalance the adverse impact of development on sites or structures of historical and/or cultural value or significance at one location that is implemented at another location that provides a net increase in restored, protected and/or conserved sites or structures of historical and/or cultural value or significance.
 - **Air Quality (atmospheric emission) offsets** – a locally applicable (airshed) mechanism that could be described as an intervention, or interventions, specifically implemented to counterbalance the adverse environmental impact of atmospheric emissions at one location within an airshed that is implemented at another location within the same airshed to deliver a net ambient air quality benefit within the affected airshed.
 - **Water Quality offsets** – a locally applicable (catchment) mechanism that could be described as an intervention, or interventions, specifically implemented to counterbalance the adverse environmental impact of effluent discharges at one location within a catchment that is implemented at another location within the same catchment to deliver a net water quality benefit within the affected catchment.
- **Development status** – Each of these specific types of environmental offsets are at different stages of development –
 - **Carbon (greenhouse gas emission) offsets** – The Clean Development Mechanism (CDM) has encouraged an internationally recognised system for carbon offsetting that is already in use in South Africa. However, “localised” carbon offsetting is still somewhat of a grey area (see 3.3.2);

- **Biodiversity offsets** – Much international and local work is happening at a policy level. For example, apart from the national biodiversity offset policy development work being carried out by the department's Biodiversity and Conservation Branch and SANBI, the Western Cape has had a framework in place since 2007¹. More importantly, there are numerous instances of the practical application of biodiversity offsets as part of Environmental Authorisation conditions.
- **Heritage offsets** – Current status unknown, but believed to be a new concept.
- **Air Quality (atmospheric emission) offsets** – Concept discussed during the development of the Highveld Priority Area Air Quality Management Plan and taken up in further research by both Eskom and SASOL. However, it is still a theoretical concept without any formal "offset accounting" system.
- **Water Quality offsets** – Apparently not being considered in any significant way yet, although the department's Working for Water team have been involved in water quality offset initiatives.
- **Image** – Despite their actual practical use as well as general support for the concept, there appears to be a level of ambivalence associated with general discussion around offsets that may be associated with concerns around offsetting being perceived as "green wash" in some quarters.
- **Conservatism** – The concept is being rolled out in quite a conservative fashion. For example, biodiversity offsetting is considered an "intervention of last resort" rather than a proactive sustainable development tool.
- **Accounting** – Apart from the relative complexity of the CDM and relative simplicity of the biodiversity "like-for-like" offsetting approach, "offset accounting" appears to be the biggest challenge to the broader effective rollout of environmental offsets.
- **Potential** – Environmental offsets theoretically hold great promise in terms of all three pillars of sustainable development –
 - **Environment** – net improvements in environmental quality;
 - **Society** – net improvements in air and water quality, improved quality of life, preserved heritage, etc.
 - **Economy** – new job creation opportunities, improved land productivity, etc.
- **New solution** – Environmental offsets may provide a new and novel alternative solution to long-standing problems of, among others –
 - Un-rehabilitated derelict and ownerless mines;
 - Increased funding for public works programmes like the "Working For..." programmes;
 - Grand-fathering – addressing the resistance for operators of old technologies to meet tighter environmental management conditions²;
 - The generation of many decent jobs for unskilled and semi-skilled people.
- **Urgency** – There appears to be an increasing urgency associated with a more rigorous regulatory approach to offsetting. For example, carbon offsetting is specifically mentioned in National Treasury's recent work around carbon taxes and it is also mentioned in the National Development Plan – Vision 2030 (see text box below on how the environmental offsetting concept resonates with the National Development Plan (NDP 2030)).

3.2 Taking the concept forward

On 11 June 2012, with a view to fast-tracking the development and take-up of the broader environmental offset concept, the department's 4D³ management agreed that –

¹ Department of Environmental Affairs & Development Planning, 2007. *Provincial Guideline on Biodiversity Offsets*. Edition 2. Republic of South Africa, Provincial Government of the Western Cape, Department of Environmental Affairs & Development Planning, Cape Town.

² In terms of the Air Quality Act, old "listed activities" must conform to new emission standards for "existing plant" by April 2015 and to "new plant emission standards" by 2020.

- The overall environmental offset concept should be popularised through, among others, the compilation and dissemination of a discussion document coupled with various outreach activities;
- Informed by feedback from the outreach process, a general overall policy on environmental offsets and their use is to be developed in parallel with the development of the more detailed policies and guidelines on, for example, biodiversity offsets;
- Work is to be initiated on developing more detailed policies and/or guidelines on national carbon offsetting and air quality offsetting; and that
- The concept of water quality offsets is to be discussed with the Department of Water Affairs with a view to a possible aligned policy and/or guideline development process.

3.3 Current departmental initiatives

As at November 2012, the department was engaged with the following activities of relevance to the rollout of the decisions listed in 3.2 –

3.3.1 Air Quality Offsetting

Although the department has been discussing atmospheric emission offsetting since the entry into effect of the National Environmental Management: Air Quality Act (Act No. 39 of 2005, “the AQA”) in 2006, the formal development of the concept has only now been included in the 2012-13 Annual Performance Plan for the Chief Directorate: Air Quality Management. In this regard, the department has been engaging with Eskom and Sasol, both of whom are investigating the air quality offset concept.

3.3.2 Carbon Offsetting

In September 2012, the department engaged the services of a consultant to compile a discussion document on carbon offsetting for South Africa with a view to encouraging discussion and debate around carbon offsetting as a formally recognised mechanism for reducing South Africa’s contribution to global atmospheric greenhouse gas concentrations.

The current draft of this document concludes that it is anticipated that climate change will have substantial and cross-sectoral impacts, the worst of which will be felt by the most vulnerable and impoverished local communities. Carbon offsetting is not only a way to reduce and sequester the emissions that cause climate change but also provides an opportunity to benefit and minimise the climate change impacts on vulnerable local communities. There is already demand from companies in South Africa for carbon offsetting opportunities. Indeed, some companies welcome the opportunity to become carbon-neutral. The proposed carbon tax could create substantial demand for carbon offsetting projects as an alternative to carbon taxation. Even in the absence of a carbon tax, carbon offsetting could be mainstreamed in South Africa by amending existing policies e.g. amending Environmental Impact Assessment Regulations, 2010 to include a requirement for new developments to reduce or offset their carbon emissions. In the absence of local demand there is substantial international demand for carbon offsetting.

How the environmental offsetting concept resonates with the National Development Plan (NDP 2030)

When talking about environmental offsetting, three issues, among others, are often regarded as among the essential elements of the concept: (1) The first is the basic justification for offsets namely, that the regulatory regime must make provision for the offsetting of negative environmental impacts in a way that results in a net environmental benefit or, at least, no net loss; (2) The second relates to so-called “non-offsetables”, i.e. the need to formally protect irreplaceable ecosystems and and/or processes; and (3) The third relates to ensuring that offsetting is, in fact, resulting in a net environmental benefit through proper monitoring, accounting and reporting”.

Given the above, the environmental offsetting concept appears to resonate very strongly with the National Development Plan (NDP 2030). For example, in the Overview of the National Development Plan (NDP 2030) section on “Building capabilities”, sub-section “Building environmental sustainability and resilience”, the National Planning Commission “...propose three measures to protect the country’s natural resources”: (i) “An environmental management framework. Developments that have serious environmental or social effects need to be offset by support for improvements in related areas”; (ii) “A target for the amount of land and oceans under protection (presently about 7.9 million hectares of land, 848km of coastline and 4 172km² of ocean are protected)”; and (iii) “A set of indicators for natural resources, accompanied by publication of annual reports on the health of identified resources to inform policy.”

³ DEA 4D Management refers to departmental management meetings involving the Director-General, Deputy Directors-General and Chief Directors.

The report further concludes that to ensure that future carbon offsetting implemented in South Africa delivers social, economic and environmental benefits it is critical that the carbon offsetting system is regulated according to national norms and standards developed using international best-practice but adapted to the local context. An increased demand for carbon offsets would help to support the development of a new private-sector economy in which potential carbon offsetting projects are developed, implemented and monitored, potentially creating a new niche for employment in the green economy while lowering tax liabilities of economically critical industries. As a result, South Africa's reliance on carbon-intensive technologies to drive socio-economic development could be reduced, consistent with the nation's development plan to become a sustainable low-carbon economy.

3.3.3 Mining and Biodiversity Guidelines

A document compiled by the department and SANBI entitled "Mainstreaming Biodiversity into Mining: A Guideline for Practitioners and Decision Makers in the Mining Sector" is currently being finalised for publication. This document contains numerous references to offsets as well as an entire section specifically devoted to the topic which reads as follows –

Biodiversity offsets are defined as measurable conservation gains to balance any significant biodiversity losses that remain after actions to avoid, minimise and restore negative impacts have been taken. They are the 'last resort' form of mitigation that should only be considered after appropriate avoidance, minimisation, and rehabilitation/restoration measures have been applied. Biodiversity offsets must target the same biodiversity as that residually impacted by development or, in exceptional cases, biodiversity of higher conservation significance.

By iteratively considering location, design, phasing and technology options in the EIA to minimize residual impacts, it may be possible to avoid the need for significant biodiversity offsets. Biodiversity offsets are required when there are significant residual impacts on biodiversity or ecosystem services. Where residual negative impacts are unavoidable, ways to address the need for, and strategies to provide biodiversity offsets, should be explored in the EIA process as part of determining appropriate mitigation.

Proposed biodiversity offset areas must be formally protected or secured and effectively managed and they should preferably contribute to achieving protected areas expansion programmes. They should be designed and implemented to achieve measurable conservation outcomes. The engagement of stakeholders is important in the identification and selection of biodiversity offset areas. It is also important to make financial provision for securing and managing biodiversity offsets, allowing for escalating costs over time.

Although increasingly required by governments and financial institutions elsewhere, and informing multinational companies' internal policies, biodiversity offsets are relatively new in South Africa. A national biodiversity offsets policy framework⁴ is currently being drafted in South Africa, two provinces (Western Cape, KwaZulu-Natal) have developed guidelines for using biodiversity offsets, and a third is following suit (Gauteng).

In some instances, the objective of environmental management is to leave the affected environment 'better off' through 'enhancement' measures, thus striving for a 'net benefit' or 'net gain' position. It is becoming internationally recognised good practice, particularly in biodiversity priority areas.

3.3.4 Biodiversity Offsetting

The South African National Biodiversity Institute (SANBI) is in the process of, among others: developing a National Biodiversity Offsets Policy Framework; assisting provincial competent authorities to draft their own Biodiversity Offset Guidelines; and are also providing input on Environmental Authorisations that involve biodiversity offsets.

With regard to the National Biodiversity Offsets Policy Framework, SANBI believes that this document is necessary to provide a reference for consistent interpretations and application in the development of biodiversity policy and offset implementation for use by the Competent Authority, Environmental Assessment Practitioners, developers, conservation agencies and other stakeholders.

The final draft of the National Biodiversity Offsets Policy Framework is expected in 2013.

⁴ Development of the national biodiversity offsets policy was required by the 2009 National Biodiversity Framework, set to be in place by 2012

4 PROBLEM ANALYSIS

The early drafts of the 2011 South African Environmental Outlook again show a gloomy picture of continued declines in environmental quality. Thus, it is clear that the current environmental management regime is simply not able to mitigate environmental degradation in a sustainable way. Although this situation may be exacerbated more by the poor implementation of the regime than by the potential effectiveness, or otherwise, of the regime itself, it remains clear that there is a continuing environment-development imbalance.

With this, there appears to be a real potential for the offsetting concept to provide a means of filling an important gap in the governance regime, namely, providing a regulatory means for promoting, or even ensuring, a net environmental benefit from development.

However, offsetting is still regarded as quite a new and untested approach and there appears to be a broad-based, but often unspoken, concern that, to use the words of one commentator, “offsetting may be just another way for irresponsible developers to get away with significant environmental destruction and/or degradation”.

Caution or even outright suspicion in respect of the concept is understandable if one considers that, in the absence of a common understanding of the concept or any rules, guidelines, criteria and/or accounting methodology, many shallow and cynical interventions have been labelled “offsets”. One only needs to recall Sasol’s late 80s propaganda that the zebra around their Sasolburg plant were part of a conservation effort that offset their air and water pollution impacts (thankfully, Sasol is currently taking a far more principled and pragmatic approach to exploring the offsetting concept).

Thus, one could reasonably conclude that the core problem in respect to the development and possible rollout of the offsetting concept is one of perception rather than efficacy.

5 OBJECTIVES ANALYSIS

Given the above, the project that is the subject of these terms of reference must, among others –

- Demystify the environmental offsetting concept;
- Provide an analysis of the both the possible pros and cons of the concept;
- Provide insights into international uses and experiences of the concept;
- Provide an analysis of potential costs and benefits of the use of the concept;
- Provide insights into stakeholder concerns and hopes;
- Provide actual case studies;
- Provide insights into the potential governance challenges and possible solutions;
- Estimate the possible scope and/or impact of offsetting;
- Identify information gaps that will need to be filled before detailed policy can be developed;
- Identify possible limitations to the use of the concept;
- Suggest ways and means by which efficient and effective offset accounting can be carried out;
- Identify potential sectoral applications (e.g. mining has been considered a particularly important potential sector for the use of offsets);
- Identify the important policy questions and choices associated with the efficient and effective use of environmental offsetting.

6 STRATEGY ANALYSIS

In line with the departmental management decision outlined in 3.2 above, the strategy that has been chosen to rollout the development of the offsetting concept is the practical implementation of the NEMA Principle 2(4)(f), namely –

The participation of all interested and affected parties in environmental governance must be promoted, and all people must have the opportunity to develop the understanding, skills and capacity necessary for achieving equitable and effective participation, and participation by vulnerable and disadvantaged persons must be ensured.

In essence, the first step in the process of rolling out the offsetting concept is an attempt to develop a broad stakeholder understanding of the concept so that, if and when policy in this regard is developed, all interested and affected parties are able to participate in the policy development process in an informed manner.

To this end, the department has decided to compile a discussion document aimed at focussing and encouraging discussion and debate around offsetting.

Initial thinking in this regard suggests a relatively compact (30-40 page), attractive (e.g. richly illustrated) booklet initially targeted at policy-makers and policy-shapers that covers all of the issues listed in 5 above.

7 OVERALL PROJECT OBJECTIVE

With the above, the overall objective for the work described by these terms of reference is framed as a desired outcome as follows –

By project completion, all interested and affected parties have access to basic information around the concept of environmental offsetting in a South African context that has been informed by various key environmental offsetting actors and role players

8 IMMEDIATE PROJECT OBJECTIVES

In order to contribute to the overall project objective, the Environmental Offset Discussion Document Project has the following immediate objectives –

8.1 Immediate Objective A – The initial outreach and information gathering objective

Within two (2) months of project award, the department and consultants have hosted a key stakeholder workshop that provides a platform for: (i) the department to introduce the Environmental Offset Discussion Document Project; (ii) all key stakeholders currently involved in environmental offsetting or related activities to present and discuss their work; and (iii) the consultants to provide a briefing on international and local environmental offsetting initiatives, practise and experience.

8.2 Immediate Objective B – The document compilation objective

Within four (4) months of project award, the department and consultants have compiled a high quality draft of the Environmental Offset Discussion Document to be used as the basis for the stakeholder engagements aimed at informing the final version of the discussion document.

8.3 Immediate Objective C – The publication objective

Within six (6) months of project award, a high quality Environmental Offset Discussion Document has been published in hardcopy and electronically on the department's web site.

9 PROJECT OUTPUTS

In order to meet the project objectives, the contracted consultants must generate, but are not limited to the generation of, the following outputs:

9.1 Outputs in respect of Immediate Objective A – The initial outreach and information gathering objective

Within two (2) months of project award, the contracted consultants, working closely with the Chief Policy Advisor: Strategic Environmental Intelligence (CPA: SEI), will carry out all the work required to generate the following outputs that will result in the department and consultants having hosted a successful key stakeholder workshop that initiates the participatory policy development process by providing a platform for: (i) the department to introduce the Environmental Offset Discussion Document Project; (ii) all key stakeholders currently involved in environmental offsetting or related activities to present and

discuss their work; and (iii) the consultants to provide a briefing on international and local environmental offsetting initiatives, practise and experience.

9.1.1 Output A.1: Project Inception Meeting

Within two (2) weeks of project award, the contracted consultants will meet with the CPA: SEI to discuss the project and present their initial plan on how they intend to carry out the work directed and/or implied by these terms of reference.

Table 1: Output A.1: Project Inception Meeting - Success Indicators

Description	Verifiable Indicator	Means of verification
Output A.1: Project Inception Meeting	Approved project implementation plan.	<ul style="list-style-type: none"> Minutes of the Project Inception Meeting and/or any necessary follow up meetings or correspondence

9.1.2 Output A.2: Initial Literature Review

The contracted consultants will carefully analyse these terms of reference and the department's initial background information document and carry out a desk-top review of available national and international literature relating to environmental offsetting. The results of this literature review will be captured in the form of a Background Information Document (BID) that will provide a fully-referenced briefing on international and local environmental offsetting initiatives, practise and experience. The BID will also be summarised in the form of an MS PowerPoint presentation to be delivered during the initial stakeholder workshop (see 9.1.5). The draft BID and presentation will be presented to the CPA: SEI for approval before they are circulated and presented to the initial stakeholder workshop.

Table 2: Output A.2: Initial Literature Review - Success Indicators

Description	Verifiable Indicator	Means of verification
Output A.2: Initial Literature Review	A Background Information Document (BID) and associated presentation that provides a brief, but comprehensive, insight into international and local environmental offsetting initiatives, practise and experience.	<ul style="list-style-type: none"> CPA: SEI approval of the BID and associated presentation. Positive stakeholder feedback on the BID and/or presentation.

9.1.3 Output A.3: Initial Stakeholder Analysis

Based on the findings of the initial literature review (see 9.1.2) and information provided by the department, the contracted consultants will compile an initial list of +/- 40 key environmental offsetting actors and role players to be invited to the initial stakeholder workshop. The list should take the form of a table that provides the name, designation and full contact details for the key stakeholder as well as a brief description of their role and/or interest in environmental offsetting. Attempts should be made, where possible, to ensure a balance of stakeholders in respect of each of the offset types listed in 3.1. The draft initial stakeholder analysis will be presented to the CPA: SEI for approval before it is used as the basis for invitations to the initial stakeholder workshop.

Table 3: Output A.3: Initial Stakeholder Analysis - Success Indicators

Description	Verifiable Indicator	Means of verification
Output A.3: Initial Stakeholder Analysis	An initial list of +/- 40 key environmental offsetting actors and role players that provides adequate representivity in respect of all key stakeholders currently involved in environmental offsetting or related initiatives	<ul style="list-style-type: none"> CPA: SEI approval initial stakeholder analysis. Generally positive stakeholder feedback on representation at the initial stakeholder workshop.

9.1.4 Output A.4: Workshop Programme

Working with the CPA: SEI and informed by both the initial literature review (see 9.1.2) and the initial stakeholder analysis (see 9.1.3), the contracted consultants will compile a detailed programme in the standard SEI Unit format for a 1 or 2 day initial stakeholder workshop with the following objective –

By workshop conclusion, all participants share a common understanding of the environmental offset concept, have had a chance to actively contribute to this common understanding and have actively contributed to mapping a process to develop the environmental offset concept for possible national take-up and rollout.

To this end, the programme must, at least, provide a platform for: (i) the department to introduce the Environmental Offset Discussion Document Project and its overall intentions in this regard; (ii) all key stakeholders currently involved in environmental offsetting or related activities to present and discuss their work; and (iii) the consultants to provide a briefing on international and local environmental offsetting initiatives, practise and experience. Furthermore, the workshop programme should be structured to cater for detailed discussions around the various environmental offset types listed in 3.1. Finally, the programme must allow for discussion around an acceptable way forward in respect of the discussion document development process in particular and environmental offset concept/policy development in general.

Table 4: Output A.4: Workshop Programme - Success Indicators

Description	Verifiable Indicator	Means of verification
Output A.4: Workshop Programme	All participants share a common understanding of the environmental offset concept, have had a chance to actively contribute to this common understanding and have actively contributed to mapping a process to develop the environmental offset concept for possible national take-up and rollout	<ul style="list-style-type: none"> • CPA: SEI approved initial stakeholder workshop programme. • Generally positive stakeholder feedback on the workshop programme. • The outcomes from the workshop provide important inputs into the remainder of the project

9.1.5 Output A.5: Successful Initial Stakeholder Workshop

The contracted consultants will carry out all the logistical work required to ensure a productive and successful workshop that, not only, adequately meets the workshop objective described in 9.1.4, but also provides participants with an enjoyable experience. This work includes, but is not limited to: securing an appropriate workshop venue in accordance with the department's "green event" guidelines (e.g. no bottled water, access to Gautrain, green building, recycling initiatives, carbon offsetting, conservation initiatives, etc.); securing adequate audio-visual equipment (e.g. data projector, laser pointer, presentation remote controls, etc.); arranging all meals and refreshments; carrying out workshop registration; compiling and distributing workshop packs and name tags; and, generally, making every effort to ensure that all the reasonable needs of the workshop participants are met (e.g. meal requirements).

Table 5: Output A.5: Successful Initial Stakeholder Workshop - Success Indicators

Description	Verifiable Indicator	Means of verification
Output A.5: Successful Initial Stakeholder Workshop	The majority of participants regard the initial stakeholder workshop as being a productive and enjoyable event	<ul style="list-style-type: none"> • Generally positive stakeholder feedback on the event

9.1.6 Output A.6: Initial Stakeholder Workshop Report

Within two (2) weeks of the hosting of the initial stakeholder workshop, the contracted consultants will compile and circulate a report on the workshop proceedings that, although not being a verbatim account of the workshop, provides: (i) a brief overview of each presentation and associated discussion; (ii) a list of all decisions and points of consensus; (iii) a list of issues where no consensus was achieved; (iv) a description of the agreed way forward; (v) a participant list; and (vi) an updated initial stakeholder analysis.

Table 6: Output A.6: Initial Stakeholder Workshop Report - Success Indicators

Description	Verifiable Indicator	Means of verification
Output A.6: Initial Stakeholder Workshop Report	All workshop participants have received a workshop report that they believe is an adequate and true reflection of the workshop proceedings and decisions	<ul style="list-style-type: none"> • Generally positive stakeholder feedback on the report

9.2 Outputs in respect of Immediate Objective B – The document compilation objective

Within four (4) months of project award, the contracted consultants, working closely with the Chief Policy Advisor: Strategic Environmental Intelligence (CPA: SEI), will carry out all the work required to generate the following outputs that will result in the department and consultants having compiled a high quality draft of the Environmental Offset Discussion Document to be used as the basis for the stakeholder engagements aimed at informing the final version of the discussion document.

9.2.1 Output B.1: Annotated Table of Contents

Within three (3) weeks of hosting the initial stakeholder workshop (see 9.1.5), the contracted consultants will compile and present an annotated table of contents for the Environmental Offset Discussion Document to the CPA: SEI. This annotated table of contents must, at least: (i) provide a clear indication of the proposed logic and structure of the document; (ii) provide a description of the size and content of each section and sub-section; and (iii) provide an initial indication of what graphics may be contained in the document.

Table 7: Output B.1: Annotated Table of Contents - Success Indicators

Description	Verifiable Indicator	Means of verification
Output B.1: Annotated Table of Contents	Approved structure and proposed content for the Environmental Offset Discussion Document	<ul style="list-style-type: none"> Minutes of the meeting with the CPA: SEI and/or any necessary follow up meetings or correspondence

9.2.2 Output B.2: Monthly progress meetings

The consultants will convene monthly meetings with the CPA: SEI to update him on progress and current research findings (see also 16, page 16). The purpose of these engagements will be to ensure that the relatively limited time and resources available for the project are utilised optimally by ensuring that the department remains confident that the work in progress will result in the overall project objective being achieved.

Table 8: Output B.2: Monthly progress meetings - Success Indicators

Description	Verifiable Indicator	Means of verification
Output B.2: Monthly progress meetings	The CPA: SEI is kept fully informed of project progress and is able to provide the necessary direction to ensure that the overall project objective is achieved.	<ul style="list-style-type: none"> Meeting minutes reflect all necessary agreements and directions. Effective client-consultant engagements ensure that the work is completed to the agreed level of detail and quality on time and on budget.

9.2.3 Output B.3: Initial Draft Discussion Document and Internal DEA Workshop

The consultants will carry out all required document searches, literature reviews, web searches, interviews, meetings and other stakeholder engagements required to compile a draft discussion document structured in accordance with the approved annotated table of contents (see 9.2.1). Once the draft is complete, the consultants will convene a meeting between the principle researchers and, no more than, 5 departmental officials invited by the CPA: SEI, in which the consultants will present the draft report in detail. The meeting should take the form of a workshop that allows active engagement around the draft report and its findings. All discussions and decisions taken during the meeting will be recorded by the consultant.

Table 9: Output B.3: Initial Draft Discussion Document and Internal DEA Workshop - Success Indicators

Description	Verifiable Indicator	Means of verification
Output B.3: Initial Draft Discussion Document and Internal DEA Workshop	Key departmental officials are able to engage with the consultants in such a way as to ensure that this engagement adds value to the final report.	Recorded discussions and decisions inform the final draft of the report

9.2.4 Output B.4: Final Draft Discussion Document

The contracted consultants will submit a revised draft of document described in 9.2.3 to the CPA: SEI and, within 1 week of submission convene a meeting with the CPA: SEI to present and discuss and finalise the draft discussion document.

Table 10: Output B.4: Final Draft Discussion Document - Success Indicators

Description	Verifiable Indicator	Means of verification
Output B.4: Final Draft Discussion Document	A high quality document that effectively meets the overall project objective	<ul style="list-style-type: none"> CPA: SEI approval of the final draft for circulation Generally positive stakeholder feedback

9.3 Outputs in respect of Immediate Objective C – The Publication Objective

Within six (6) months of project award, the contracted consultants, working closely with the Chief Policy Advisor: Strategic Environmental Intelligence (CPA: SEI), will carry out all the work required to generate the following outputs that will result in

a high quality Environmental Offset Discussion Document published in hardcopy and electronically on the department's web site.

9.3.1 Output C.1: Stakeholder Analysis

Based on the findings of the work and interactions described above, the contracted consultants will revise and/or update the initial stakeholder analysis to include no more than 60 key environmental offsetting actors and role players to be invited to the final stakeholder workshop. As for the initial analysis (see 9.1.3), the list should take the form of a table that provides the name, designation and full contact details for the key stakeholder as well as a brief description of their role and/or interest in environmental offsetting. Again, every attempt should be made, to ensure a balance of stakeholders in respect of each of the offset types listed in 3.1. The draft stakeholder analysis will be presented to the CPA: SEI for approval before it is used as the basis for invitations to the final stakeholder workshop.

Table 11: Output C.1: Stakeholder Analysis - Success Indicators

Description	Verifiable Indicator	Means of verification
Output C.1: Stakeholder Analysis	A list of no more than 60 key environmental offsetting actors and role players that provides adequate representivity in respect of all key stakeholders currently involved in environmental offsetting or related initiatives	<ul style="list-style-type: none"> CPA: SEI approved stakeholder analysis. Generally positive stakeholder feedback on representation at the final stakeholder workshop.

9.3.2 Output C.2: Workshop Programme

Working with the CPA: SEI and informed by all previous stakeholder engagements, the contracted consultants will compile a detailed programme in the standard SEI Unit format for a 1 day final stakeholder workshop with the following objective –

By workshop conclusion, all participants are generally supportive of the Draft Environmental Offset Discussion Document and there is general support for its publication.

To this end, the programme must, at least, provide a platform for: (i) the department to introduce the Draft Environmental Offset Discussion Document and to provide an update on any environment offset-related developments since the initial workshop (see 9.1.5); (ii) the consultants to deliver detailed presentations on the discussion document; and (iii) all key stakeholders currently involved in environmental offsetting or related activities to comment on the discussion document. The programme must also allow for discussion around an acceptable way forward in respect of the possible national take-up and rollout of the environmental offset concept.

Table 12: Output C.2: Workshop Programme - Success Indicators

Description	Verifiable Indicator	Means of verification
Output C.2: Workshop Programme	All participants have actively contributed to the finalisation of the Environmental Offset Discussion Document and a process to develop the environmental offset concept for possible national take-up and rollout	<ul style="list-style-type: none"> CPA: SEI approved final stakeholder workshop programme. Generally positive stakeholder feedback on the workshop programme. The outcomes from the workshop inform the content of the final discussion document

9.3.3 Output C.3: Successful Final Stakeholder Workshop

The contracted consultants will carry out all the logistical work required to ensure a productive and successful workshop that, not only, adequately meets the workshop objective described in 9.3.2, but also provides participants with an enjoyable experience. This work includes, but is not limited to, the work as detailed in 9.1.5.

Table 13: Output C.3: Successful Final Stakeholder Workshop - Success Indicators

Description	Verifiable Indicator	Means of verification
Output C.3: Successful Final Stakeholder Workshop	The majority of participants regard the final stakeholder workshop as being a productive and enjoyable event	<ul style="list-style-type: none"> Generally positive stakeholder feedback on the event

9.3.4 Output C.4: Final, print-ready, Discussion Document

Based on the comments and feedback from the final stakeholder workshop, direction from the department's communications section on, e.g. branding and packaging, and any final direction from the CPA: SEI, the contracted consultants will carry out all the work required to finalise and present the final version of the discussion document in the format in which it is to be published to the CPA: SEI and, within 1 week of submission, convene a meeting with the CPA: SEI to present, discuss and finalise the discussion document with a view to its publication in hardcopy and electronically on the department's web site.

Table 14: Output C.4: Final, print-ready, Discussion Document - Success Indicators

Description	Verifiable Indicator	Means of verification
Output C.4: Final, print-ready, Discussion Document	A high quality document, in a format suitable for submission to the printers, that effectively meets the overall project objective	<ul style="list-style-type: none"> CPA: SEI approval of the final draft for publication

9.3.5 Output C.5: Published Discussion Document

The contracted consultants will carry out all the work required to deliver 200 full colour hard copies and one electronic (pdf) version of the approved Environmental Offsetting Discussion Document to the department. Among others, the hard copy documents must be printed: (i) on paper that has a minimum of 75% post-consumer waste recycled content; (ii) on paper that has not been chlorine bleached; (iii) on paper that has not been produced in a plant using a Copeland alkali waste chemical recovery process; (iv) using water-based inks; and (v) on paper that is fully recyclable.

Table 15: Output C.5: Published Discussion Document - Success Indicators

Description	Verifiable Indicator	Means of verification
Output C.5: Published Discussion Document	Published Environmental Offsetting Discussion Document	<ul style="list-style-type: none"> 200 paper copies of the document available from the department Electronic version of the document available on the DEA web site

10 ACTIVITIES

Specific activities to be carried out by the contracted consultant in generating the above outputs must be detailed in the proposal contained in the bid.

11 INPUTS AND BUDGET

In order to generate the above outputs, the department will cover the expenses relating to the work of the contracted consultant to a value not exceeding that agreed in the contracted consultants' contract and not exceeding R1,000,000 (excluding VAT) in total.

12 PROJECT MANAGEMENT

12.1 Project Director

The Project Director will be the department's CPA: SEI.

12.2 The Project Manager

The bid in respect of these terms of reference will nominate a senior member as the leader of the team of consultants that will be contracted by the department to carry out the work described by these terms of reference. This person, the Project Manager, will be responsible for managing the implementation of all the activities described in this document and the accepted proposal contained in the bid, and for the delivery of the required outputs of an acceptable quality within the required timeframes. The Project Manager will be the contact person for all departmental-consultant interactions and will report to the Project Director.

13 PROJECT INFORMATION MANAGEMENT

13.1 Internal Project Communication

All decisions, suggestions, recommendations, reports, etc. concerning the project must be submitted in writing. In the case of emergencies, verbal decisions, suggestions, recommendations, reports, etc. must be confirmed in writing by the contracted consultant within 48 hours of the verbal communication.

All documents shall be prepared in MS Word and bar charts and spreadsheets in either MS Project or in Microsoft Excel. All required reports will be submitted to the Project Director in 2 back-to-back hard copies printed on recycled, non-chlorine bleached paper as well as on an appropriate electronic storage medium (disk or memory stick).

13.2 External Project Communication

Other than the external stakeholder engagements directed or implied by these terms of reference, all communication external to the project (e.g. response to complaints, press/media queries, etc.) will be carried out by either the Project Director or the DEA communications section. As such, all complaints, press/media queries, etc. must be referred to the Project Director together with a written briefing on a possible response.

14 TIMING AND IMPLEMENTATION

The project will commence following the signing of a contract between the department and the selected consultancy.

The project is expected to have duration of no longer than 6 months and the following table provides some guidance and/or expectations in this regard.

Ref.	Output	Expected Delivery Date	Estimated/Indicative Time Allocation ⁵	
			Senior Consultant	Junior Consultant
9.1.1	Output A.1: Project Inception Meeting	2 weeks after project inception	8	16
9.1.2	Output A.2: Initial Literature Review	1½ months after project inception	16	64
9.1.3	Output A.3: Initial Stakeholder Analysis	1 month after project inception	4	16
9.1.4	Output A.4: Workshop Programme	1 month after project inception	16	48
9.1.5	Output A.5: Successful Initial Stakeholder Workshop	2 months after project inception	16	64
9.1.6	Output A.6: Initial Stakeholder Workshop Report	2 weeks after initial stakeholder workshop	8	24
9.2.1	Output B.1: Annotated Table of Contents	3 weeks after project inception.	16	32
9.2.2	Output B.2: Monthly progress meetings	Every month after project inception.	18	54
9.2.3	Output B.3: Initial Draft Discussion Document and Internal DEA Workshop	3½ months after project inception.	40	200
9.2.4	Output B.4: Final Draft	4 months after project inception.	8	16
9.3.1	Output C.1: Stakeholder Analysis	4 months after project inception.	2	8
9.3.2	Output C.2: Workshop Programme	4 months after project inception.	4	8
9.3.3	Output C.3: Successful Final Stakeholder Workshop	5 months after project inception.	16	32
9.3.4	Output C.4: Final, print-ready, Discussion Document	5½ months after project inception.	8	16
9.3.5	Output C.5: Published Discussion Document	6 months after project inception.	2	16

⁵ **Important Note:** These estimates of work time in respect of the various outputs have been provided to give bidders a sense of how the department weights the significance of the various outputs and should not be regarded as a bill of quantities, directions or implied directions on how the bidder should formulate proposals in respect of this project.

15 THE BID

All bidders are required to submit a detailed implementation proposal as part of their bid. This proposal must clearly outline how the bidder proposes to carry out the work as described in these terms of reference. Although the bidder may provide the department with any information the bidder considers relevant to the proposal, the proposal should, as a minimum, provide detail on the following:

- **Understanding Of The Brief** – A brief (max 2, A4 page) summary of the bidder's interpretation of the work implied by these terms of reference;
- **Schedule of Activities** – Proposed activities required to generate the required outputs must be scheduled in a form that will allow the department to clearly understand the bidder's logic and the coherence of the proposal;
- **Project Implementation Plan, including output schedule** – The project implementation plan should describe the timing of, and interrelationships between, the proposed activities and clearly provide delivery dates for the project outputs. A Gantt bar chart that graphically illustrates the project implementation plan and critical path should be attached as an annex to the proposal;
- **Consultancy Team** – A detailed description of all members of the proposed consultancy team should be provided. Reference must be made to: (i) the relevant qualifications, knowledge, skills, expertise and experience of the member; (ii) the activities each member is to be involved in; and (iii) the estimated time the member will be involved in the relevant activities. Detailed CVs of all members must be attached as an annex to the proposal.
- **Method Of Work** – A detailed description of how the bidder proposes to manage the project resources (human, financial and technological) for the successful implementation of the project (e.g. use of home office, internal management structures, etc.);
- **Project Quotation** – Over and above any requirements contained in the standard departmental bid documentation, a detailed project budget must be provided in an annex as follows:
 - **Detailed Activity Costing** – Each proposed project activity should be analysed in terms of the required inputs and these inputs should be costed as illustrated in the example⁶ below:

Activity	Quantity	Unit	Unit Cost	Value
A.2.2. Organise workshop				?
Project Manager	1	hours	?	?
Junior consultant	10	Hours	?	?
Telecommunications and consumables	1	lump sum	?	?

- **Summary Resource Costing** – The activity costing should be summarised into an annexed resource schedule as illustrated in the example below:

Description	Quantity	Unit	Unit Cost	Value
Consultancy Team				?
Project Manager	3	months	?	?
Senior consultant	6	months	?	?
Junior consultant	27	Hours	?	?
Secretary	3	months	?	?

⁶ **Important Note:** All examples provided in this document must be regarded as examples only and are only given to provide guidance in the compilation of the bid. As such, these examples should not be used to influence the content of any proposal or prejudice the bidder's considerations in this regard

In preparing the bid, the bidders must pay special attention to sections 8, 9, 10 and especially 11 of the Bid Specification and ensure that their bid clearly provides the information required for bid evaluation purposes.

16 REPORTING

See 9.2.2 Output B.2: Monthly progress meetings.

17 CONTACT PERSON

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THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

July 2010

GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

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

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

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

TABLE OF CLAUSES

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General Conditions of Contract

1. Definitions

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

RSA.

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

obligations of the supplier covered under the contract.

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

2. Application

2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.

2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.

2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.

3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

4. Standards

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

5. Use of contract documents and information; inspection.

5.1 The supplier shall not, without the purchaser’s prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

5.2 The supplier shall not, without the purchaser’s prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.

5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier’s performance under the contract if so required by the purchaser.

5.4 The supplier shall permit the purchaser to inspect the supplier’s records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

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

7. Performance security

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

8. Inspections, tests and analyses

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

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

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

9. Packing

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

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

10. Delivery and documents

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

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

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

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

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

14. Spare parts

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

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

15. Warranty

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

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

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

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

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

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

16. Payment

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

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

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

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

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

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

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

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

may be due to him

25. Force Majeure

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

28. Limitation of liability

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

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

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

Js General Conditions of Contract (revised July 2010)



environmental affairs

Department:
Environmental Affairs
REPUBLIC OF SOUTH AFRICA

Private Bag X447, Pretoria, 0001, 315 Pretorius Street, Fedsure Building, Pretoria, 0002

For office use only

Supplier number:

SUPPLIER REGISTRATION FORM 2013/2014

INVITATION FOR PROSPECTIVE SERVICE PROVIDERS TO REGISTER ON THE DEPARTMENTAL DATABASE OF SUPPLIERS FOR GOODS AND SERVICES FOR THE COMMODITIES THAT ARE LISTED ON PAGE 6 OF THE APPLICATION FORM. ANY APPLICATION FOR A COMMODITY NOT LISTED AS INDICATED WILL NOT BE ACCEPTABLE. THE AIM OF THIS DATABASE IS TO INCLUDE AS MANY AS POSSIBLE SMALL BUSINESSES AND HISTORICALLY DISADVANTAGED INDIVIDUALS IN THE PUBLIC SECTOR PROCUREMENT PROCESS.

NB: Applications without the required documentation will not be accepted for registration

IMPORTANT NOTES

- Business Opportunities – Please note that Registration on the Department of Environmental Affairs Supplier Database does not guarantee business opportunities. All procurement will be subject to the procurement and tender policy of the Department and applicable legislation.
- Mandatory fields – Certain fields and documentation are mandatory to certain business types. Please ensure that all fields which are mandatory to your business type have been completed failure to which the application won't be processed. If a field is not applicable to your business type clearly mark it as N/A. (Not Applicable)
- Required documentation – Please refer to the Document Requirement Checklist to determine the mandatory supporting documentation required by your business type. Please ensure that all copies of Mandatory documents (certified copies, where applicable) are attached, Failure to which the application won't be processed.
- Completion of Questions – Please answer all questions, as incomplete forms will not be processed. Clearly *Mark with an X*, to state Yes, No or N/A to the questions asked.
- Certified Documents – Please ensure that a Commissioner of Oaths has certified your Company Registration Document, Tax Clearance Certificate and other required documents.
- Processing of Registration Forms – Your completed Registration Form will be processed, and, once verified, will be captured as an approved supplier on the department's database. Suppliers will be notified in writing whether the application was approved or not.
- Amendments – Please notify the department immediately of any changes to the verified information submitted.
- Completion of forms -- Forms that are not legible or incomplete will not be processed on the database.
- Verification – verification of the information supplied will be performed against third party sources such as SARS, DTI, CIDB, etc. The Department of Environmental Affairs reserves the right to request additional information or documentation regarding this Registration form and request to conduct vetting and an audit when necessary.
- Queries – Should you have any queries or if you require assistance in completing the registration form, please contact the department's Supply Chain Management (SCM) on the contacts appended below.
- Payment(s) -- Payment(s) will be made within 30 days from receipt of an original invoice received at Supply Chain Management practitioners. Furthermore, the Department will not be liable for any late payments as a result of change of banking details by the supplier without formal prior notification to the Department.
- Registration Outcome -- Suppliers are advised to contact the Department of Environmental Affairs regarding the outcome of the registration thirty (30) days after submitting the registration form.
- Vetting -- Suppliers will be subject to the verification and vetting with SARS, CIPRO, SANAS (IRBA) and National Treasury

INSTRUCTIONS AND DEFINITIONS

2. GENERAL DEFINITIONS

- 2.1 “**Acceptable bid**” means any bid which, in all respects, complies with the specifications and conditions of bid as set out in the bid document.
- 2.2 “**Bid**” means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods, works or services.
- 2.3 “**Comparative price**” means the price after the factors of a non-firm price and all unconditional discounts that can be utilised have been taken into consideration.
- 2.4 “**Consortium or joint venture**” means an association of persons for the purpose of combining their expertise, property, capital, efforts, skills and knowledge in an activity for the execution of a contract.
- 2.5 “**Contract**” means the agreement that results from the acceptance of a bid by an organ of state.
- 2.6 “**Specific contract participation goals**” means the goals as stipulated in the Preferential Procurement Regulations 2001. In addition to above-mentioned goals, the Regulations [12.(1)] also make provision for organs of state to give particular consideration to procuring locally manufactured products.
- 2.7 “**Control**” means the possession and exercise of legal authority and power to manage the assets, goodwill and daily operations of a business and the active and continuous exercise of appropriate managerial authority and power in determining the policies and directing the operations of the business.
- 2.8 “**Disability**” means, in respect of a person, a permanent impairment of a physical, intellectual, or sensory function, which results in restricted, or lack of, ability to perform an activity in the manner, or within the range, considered normal for a human being.
- 2.9 “**Equity Ownership**” means the percentage ownership and control, exercised by individuals within an enterprise.
- 2.10 “**Historically Disadvantaged Individual (HDI)**” means a South African citizen
- (1) who, due to the apartheid policy that had been in place, had no franchise in national elections prior to the introduction of the Constitution of the Republic of South Africa, 1983 (Act No 110 of 1983) or the Constitution of the Republic of South Africa, 1993, (Act No 200 of 1993) (“the interim Constitution); and/or
 - (2) who is a female; and/or
 - (3) who has a disability:
- provided that a person who obtained South African citizenship on or after the coming to effect of the Interim Constitution, is deemed not to be a HDI;

- 2.11 **“Management”** means an activity inclusive of control and performed on a daily basis, by any person who is a principal executive officer of the company, by whatever name that person may be designated, and whether or not that person is a director.
- 2.12 **“Owned”** means having all the customary elements of ownership, including the right of decision-making and sharing all the risks and profits commensurate with the degree of ownership interests as demonstrated by an examination of the substance, rather than the form of ownership arrangements.
- 2.13 **“Person”** includes reference to a juristic person.
- 2.14 **“Rand value”** means the total estimated value of a contract in Rand denomination that is calculated at the time of bid invitations and includes all applicable taxes and excise duties.
- 2.15 **“Small, Medium and Micro Enterprises (SMMEs)”** bears the same meaning assigned to this expression in the National Small Business Act, 1996 (No 102 of 1996).
- 2.16 **“Sub-contracting”** means the primary contractor’s assigning or leasing or making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract.
- 2.17 **“Trust”** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person.
- 2.18 **“Trustee”** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.
- 2.19 **“Trade Name”** The trade names that the company owns or distributes, which you wish to be registered for as a supplier to the Department. Applicants should indicate this on page 5 of the application.

3. SHAREHOLDING STATUS AND GROUPING DETAILS

3.1 List all Shareholders by Name, **Position**, Identity Number, Citizenship, HDI status and Ownership, as relevant.

Name	Position occupied in Enterprise	ID Number	Date RSA Citizenship obtained	*HDI Status			
				No franchise prior to elections	Women		Disabled
					W	A	

3.2 Contact Details

Main Contact person in your organization:

Name:	
Company Position:	
Cellphone number:	
Fax number:	
Email address:	

Contact person responsible for sales in your organization:

Name:	
Company Position:	
Cellphone number:	
Fax number:	
Email address:	

Points awarded for B-BBEE Status Level of Contribution

In terms of Regulation 5 (2) and 6 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level Contributor	Number of points (80/20) system)
1	20
2	18
3	16
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor. Registered auditors do not need to meet the prerequisite for IRBA's approval for the purpose of conducting verification and issuing EMEs with B-BBEE Status Level Certificates.

Bidders other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.

A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.

A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.

Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.

A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended subcontractor is an EME that has the capability and ability to execute the sub-contract.

A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

It should be noted that **Department of Environmental Affairs** reserves the right to accept or reject any application **without being obliged to give any reasons.**

A maximum of **FOUR** commodities must be reflected on the application form. Reflecting more than **four** commodities will nullify the application.

4. BUSINESS ACTIVITIES

4.1 LIST OF COMMODITY: PLEASE TICK WITH AN “X” ON THE RELEVANT OR APPROPRIATE COMMODITY

- ACCOMMODATION (HOTELS, LODGES, GUEST HOUSES AND RESORTS)
- APPLICATION DEVELOPERS
- AUDIO RECORDING EQUIPMENT
- BATTERY SUPPLIERS (LAPTOPS etc)
- BLASTING AND COATING
- BOAT MAINTENANCE
- BUILDING MAINTENANCE (ELECTRICAL, PLUMBING)
- CHEMICAL ANALYSES AND RELATED SERVICES (SANAS ACCREDITED LABORATORIES)
- CLEANING MATERIAL
- CLEANING SERVICES (STEAM CLEANING OF CURTAINS)
- CLEARING OF ALIEN PLANTS
- EXECUTIVE COACHING (ATTACH PROFILES OF COACHES)
- COMMUNICATION SPECIALIST (WRITING AND PRODUCING INFORMATION)
- COMPUTER APPLICATIONS TRAINING (MICROSOFT OFFICE, etc.)
- COMPUTER CONSUMABLES
- CROWD SOURCING
- DANGEROUS ANIMAL AWARENESS
- DATABASE SPECIALISTS
- DESIGNERS OF POSTERS AND PROMOTIONAL ITEMS
- DIGITAL CAMERA
- ECONOMIC IMPACT ASSESSMENT
- ELECTRICAL SUPPLIERS (MUST BE REGISTERED WITH ELECTRICAL BOARD)
- ENTERTAINERS (DANCERS, MUSICIANS, POETS, CRAFTSPERSON .ETC)
- ENVIRONMENTAL SPECIALISTS, RESEARCHERS AND RELATED SERVICES
- EXHIBITION STANDS
- FIRST AID TRAINING
- FINANCIAL AUDITING AND FORENSIC AUDITING
- FORKLIFT RENTAL AND MATERIAL HANDLING
- FURNITURE REMOVALS AND TRANSPORT
- GEOSPATIAL DATA INFORMATION
- HARBOUR REPAIR WORK
- HARDWARE EQUIPMENT (CHAINSAW, TOOLS, etc.)
- HEALTH AND SAFETY AUDITS

- HEALTH SPORTS AND FITNESS TRAINERS
- HUMAN RESOURCES ANALYSIS OF NEEDS IN ENVIRONMENTAL SECTOR
- HIRE OF BUSES
- HIRE OF MARQUEES, TENTS AND CHAIRS
- IMPORTER AND DISTRIBUTORS
- JOURNAL/NEWSPAPERS SUBSCRIPTIONS, BOOKS (PUBLISHED BY SOUTH AFRICAN AND OVERSEAS PUBLISHERS)
- LABOUR SAVING DEVICES
- LAND SURVEYORS AND RELATED SERVICES
- LANGUAGE INTERPRETERS (TRANSLATORS, TRANSCRIPTION ETC)
- LANGUAGE PRACTITIONERS
- LOCK SMITH
- MARINE SAFETY EQUIPMENT AND FLARES
- MEDIA ANALYSIS, MONITORING AND ANY RELATED SERVICES
- MEDICAL EXAMINATION
- MOBILE OFFICES (RENTAL)
- MOTIVATIONAL SPEAKERS
- OFFICE EQUIPMENT
- OFFICE FURNITURE
- OFFICE PARTITIONING
- OFFICE STATIONERY
- OXYGEN SUPPLIERS
- PANEL BEATING
- PEST CONTROL
- PHARMACEUTICALS
- PRINTING, LAYOUT AND DESIGN (ATTACH PREVIOUS WORK DONE AND REFERENCES)
- PROFESSIONAL GEO SPATIAL INFORMATION
- PROFESSIONAL GIS SERVICES
- PROFESSIONAL SERVICES GIS DATABASE DEVELOPMENT
- PROFESSIONAL SURVEYORS
- PROJECT PLANNING FACILITATION AND RELATED SERVICES
- PROMOTIONAL ITEMS (GIFTS, BAGS, T-SHIRTS ETC) ATTACH PREVIOUS WORK
- PROTECTIVE CLOTHING
- PROFESSIONAL SERVICES; FINANCIAL, AUDITING
- SKILLS TRAINING (SAQA ACCREDITED)
- SOIL SURVEYORS/ WETLAND DELINEATIONS
- STEEL FABRICATION
- SUPPLIERS OF AIRCRAFT AND HELICOPTERS
- SYSTEM ANALYSTS
- SYSTEM ARCHITECTS
- SYSTEM DEVELOPMENT AND MAINTENANCE
- SYSTEM ENGINEERS
- TEAM BUILDING FACILITIES AND FACILITATORS
- TOOLS AND EQUIPMENT
- TROLLEY BAGS
- VEHICLE SAFETY
- WASTE MANAGEMENT AND ANY RELATED SERVICES
- WORKING FOR LAND INTERPRETERS FOR PORTUGES,FRENCH,SPANISH

NB: Should you be registered for any specialized services, kindly attach the necessary certificate from the relevant accreditation institutions.

5. PROVINCES WHERE GOODS / SERVICE CAN BE PROVIDED: (Mark with X)
(Mandatory)

Western Cape		Gauteng	
Eastern Cape		North West	
Free State		Limpopo	
Northern Cape		Mpumalanga	
Kwa-Zulu Natal			

6. INDICATE WHETHER THE FOLLOWING MANDATORY DOCUMENTS ARE ATTACHED/SUBMITTED: (Mandatory)

General:		(Y/N)
1	Original Valid Tax Clearance Certificate	
2	Company Registration certificate (CIPC)	
3	BAS Entity Form, Stamped by the bank (Attach bank letter and/or bank statement)	
4	Original Valid BEE Rating Certificate (Not compulsory)	
5	Company Owners and Share certificates, certified ID's and agreements	
6	Completed list of Commodities	

Documentary proof or all of the above are required to ensure successful registration on the Supplier Database. Please indicate which of the following documents are attached. In the event of a document not being required please tick the N/A box.

NB: Suppliers who does not attach the above compulsory documents will be automatically rejected.

Declaration:

By completing this application form, the Firm declares that:

- It agrees to conform to the requirements of the Supplier Register as set out in this document.
- The Firm agrees to abide by the Procurement Policy.
- All the information supplied in this application is true and correct.
- The firm will, without protest, submit itself to procedures instituted by the department of Environmental Affairs.
- The Firm will, if requested to do so, supply further information and documentary evidence for scrutiny.
- The Firm will update their registration particulars whenever a significant change in their details occur and, in any event, at intervals of two years.

Duly authorized to sign on behalf of: _____

Signature	Name	Capacity	Date

9. ENQUIRIES

For any enquires regarding registration process (**Gauteng, North West, Mpumalanga, Free State and Limpopo provinces**), please contact our office as follows:

Postal Address:

Department of Environmental Affairs,
Private Bag X447
Pretoria
0001

Physical Address:

Corner Van Der Walt and Pretorius Street,
Fedsure Forum Building, First Floor, Information Centre
Pretoria
0002

Mr. T Matheane

(012) 395-1708

tmatheane@environment.gov.za

Mr. S Ngomane

Tel (012) 310 3185

sngomane@environment.gov.za

For any enquires regarding registration process (**Western Cape, Northern Cape, Eastern Cape and Kwa-Zulu Natal**) provinces, please contact our office as follows:

Postal Address:

Department of Environmental Affairs,
East Pier Building
V & A Waterfront
Private Bag X52126
Cape Town
8002

Physical Address:

Department of Environmental Affairs,
East Pier Building
East Pier
V & A Waterfront,
Cape Town
8002

For any enquires regarding registration process, please contact our office as follows:

Ms. A Charlie

(021) 405 9406

acharlie@environment.gov.za

Ms. S Hercules

Tel (021) 819 2517

shercules@environment.gov.za



DEPARTMENT OF ENVIRONMENTAL AFFAIRS

BAS ENTITY MAINTENANCE FORM

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

The Director General

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

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

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

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

Please ensure information is validate as per required bank screens .

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

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

Company / Personal Details													
Registered Name													
Trading Name													
Tax Number													
VAT Number													
Title:													
Initials:													
Full Names													
Surname													
Persal Number													
Address Detail													
Address <small>(Compulsory if Supplier)</small>	<table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 50%; text-align: center; border-bottom: 1px solid black;">Physical</th> <th style="width: 50%; text-align: center; border-bottom: 1px solid black;">Postal</th> </tr> </thead> <tbody> <tr> <td style="border: 1px solid black; height: 20px;"></td> <td style="border: 1px solid black; height: 20px;"></td> </tr> <tr> <td style="border: 1px solid black; height: 20px;"></td> <td style="border: 1px solid black; height: 20px;"></td> </tr> <tr> <td style="border: 1px solid black; height: 20px;"></td> <td style="border: 1px solid black; height: 20px;"></td> </tr> </tbody> </table>	Physical	Postal										
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New Detail													
<input type="checkbox"/> New Supplier information <input type="checkbox"/> Update Supplier information													
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Department Number	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="border: 1px solid black; width: 20px; height: 15px;"></td> <td style="border: 1px solid black; width: 20px; height: 15px;"></td> </tr> </table>												

