forestry, fisheries & the environment

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

# INVITATION TO BID

# BID NUMBER: DFFE-B012 (26-27)

**THE APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER FOR A PERIOD OF 24 MONTHS TO DEVELOP A NATIONAL CHEMICALS PROFILE FOR SOUTH AFRICA, ON BEHALF OF THE DEPARTMENT OF FORESTRY, FISHERIES AND THE ENVIRONMENT (DFFE).**

**ENQUIRIES:**
**Name : SCM Officials**
**E-Mail : Tenders@dffe.gov.za**

**NATIONAL TREASURY CENTRAL SUPPLIER DATABASE (CSD) REGISTRATION INFORMATION**

| Company name | Supplier registration number | Unique reference number | |
|---|---|---|---|
| | | | Main contractor |
| | | | Sub-contracted/ joint venture comp 1 |
| | | | Sub-contracted/ joint venture comp 2 |

**THE CLOSING DATE OF THE BID: 16 November 2026 AT 11:00 AM**

# PART A
# INVITATION TO BID

| YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DEPARTMENT OF FORESTRY, FISHERIES AND THE ENVIRONMENT. | | | | | |
|---|---|---|---|---|---|
| BID NUMBER: | DFFE-B012 (26-27) | CLOSING DATE: | 16 NOVEMBER 2026 | CLOSING TIME: | 11:00 AM |
| DESCRIPTION | **THE APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER FOR A PERIOD OF 24 MONTHS TO DEVELOP A NATIONAL CHEMICALS PROFILE FOR SOUTH AFRICA, ON BEHALF OF THE DEPARTMENT OF FORESTRY, FISHERIES AND THE ENVIRONMENT (DFFE).** | | | | |

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

**Department of Forestry, Fisheries and the Environment, The Environment House,**

**473 Steve Biko Road, Cnr Soutpansberg and Steve Biko Road, Arcadia, Pretoria /Tshwane**

| **BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:** | | **TECHNICAL ENQUIRIES MAY BE DIRECTED TO:** | |
|---|---|---|---|
| CONTACT PERSON | SCM Officials | CONTACT PERSON | |
| TELEPHONE NUMBER | | TELEPHONE NUMBER | |
| FACSIMILE NUMBER | N/A | FACSIMILE NUMBER | |
| E-MAIL ADDRESS | tenders@dffe.gov.za | E-MAIL ADDRESS | |

| **SUPPLIER INFORMATION** | | | | | |
|---|---|---|---|---|---|
| NAME OF BIDDER | | | | | |
| POSTAL ADDRESS | | | | | |
| STREET ADDRESS | | | | | |
| TELEPHONE NUMBER | CODE | | NUMBER | | |
| CELLPHONE NUMBER | | | | | |
| FACSIMILE NUMBER | CODE | | NUMBER | | |
| E-MAIL ADDRESS | | | | | |
| VAT REGISTRATION NUMBER | | | | | |
| SUPPLIER COMPLIANCE STATUS | TAX COMPLIANCE SYSTEM PIN: | | **OR** | CENTRAL SUPPLIER DATABASE No: | MAAA |
| B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE | TICK APPLICABLE BOX] ☐ Yes ☐ No | | B-BBEE STATUS LEVEL SWORN AFFIDAVIT | | [TICK APPLICABLE BOX] ☐ Yes ☐ No |

***[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]***

| | | | |
|---|---|---|---|
| ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED? | ☐Yes ☐No [IF YES ENCLOSE PROOF] | ARE YOU A FOREIGN BASED SUPPLIER FOR **THE GOODS /SERVICES /WORKS OFFERED?** | ☐Yes ☐No [IF YES, ANSWER PART B:3 ] |

**QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS**

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? ☐ YES ☐ NO

DOES THE ENTITY HAVE A BRANCH IN THE RSA? ☐ YES ☐ NO

DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? ☐ YES ☐ NO

DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? ☐ YES ☐ NO

IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? ☐ YES ☐ NO

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

# PART B
# TERMS AND CONDITIONS FOR BIDDING

| 1. | BID SUBMISSION: |
|---|---|
| 1.1. | BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION. |
| 1.2. | **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.** |
| 1.3. | THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT. |
| 1.4. | **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).** |
| **2.** | **TAX COMPLIANCE REQUIREMENTS** |
| 2.1 | BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS. |
| 2.2 | BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS. |
| 2.3 | APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA. |
| 2.4 | BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID. |
| 2.5 | IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER. |
| 2.6 | WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED. |
| 2.7 | NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE." |

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

SIGNATURE OF BIDDER: ……

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

DATE: ……...

# PRICING SCHEDULE
**(Professional Services)**

NAME OF BIDDER: ……BID NO: DFFE-B012 (26-27)
CLOSING TIME 11:00 AM CLOSING DATE: 16 NOVEMBER 2026

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

**DESCRIPTION: THE APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER FOR A PERIOD OF 24 MONTHS TO DEVELOP A NATIONAL CHEMICALS PROFILE FOR SOUTH AFRICA, ON BEHALF OF THE DEPARTMENT OF FORESTRY, FISHERIES AND THE ENVIRONMENT (DFFE).**

The accompanying information must be used for the formulation of proposals.

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**……..……...

| # | EXPECTED DELIVERABLES | NAME OF THE PROPOSED EXPERT | TOTAL COST |
|---|---|---|---|
| **1** | Project Inception Report | | R…… |
| **2** | National Chemicals Profiles<br>- Data Acquisition & Mapping Report<br>- Regulatory & Institutional Capacity Assessment Report<br>- Technical Infrastructure Report<br>- Environmental and Socio-economic Impact Analysis Report<br>- Draft Chemicals Profile<br>- Report on Overview of Issues and Concerns Related to Chemicals<br>- Analysis & Gap Assessment Report | | R…… |
| **3** | Stakeholder Engagement Report | | R…… |
| | **SUBTOTAL** | | **R……** |
| | **VAT@ 15%** | | **R……** |
| | **TOTAL PROJECT COST** | | **R……** |

**Any enquiries regarding bidding procedures must be directed to the –**

Department of Forestry, Fisheries and the Environment

**Contact Person: SCM Officials**
**E-mail: Tenders@dffe.gov.za**

**BIDDER'S DISCLOSURE**

## 1. PURPOSE OF THE FORM

1.1 Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa, 1996 (Constitution), and further expressed in the various applicable legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

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

## 2. DECLARATION ON EMPLOYMENT BY ORGAN OF STATE

2.1 Is the bidder, or any of the directors / trustees / shareholders / members / partners of the bidder employed by an organ of state, as defined in section 239 of the Constitution? **YES/NO**

2.2 If YES, furnish particulars of the names, individual identity numbers, in the table below:

| **Full Name** | **Identity Number** | **Name of organ of state** |
|---|---|---|
| | | |
| | | |
| | | |
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| | | |
| | | |

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

2.3 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? **YES/NO**

2.3.1 If so, furnish particulars:

……
……
……

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

2.4.1 If so, indicate all companies registered in the CSD in the table below:

| **Supplier registration number (MAAA)** | **Status (active/inactive/deleted)** |
|---|---|
| | |
| | |
| | |
| | |
| | |

Failure to disclose all CSD-registered active companies linked to all Directors will lead to disqualification**.**

## 3 GENERAL DECLARATION

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

3.1 I have read and I understand the contents of this disclosure.

3.2 I understand that the accompanying bid will be disqualified if this disclosure is found to be false.

3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor.

3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.

3.5 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

3.6 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

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

I CERTIFY THAT THE ABOVE IS CORRECT.

I ACCEPT THAT THE PROCURING INSTITUTION MAY REJECT THE BID OR TAKE APPROPRIATE ACTION AGAINST ME IF THIS DECLARATION IS FALSE.

| | |
|---|---|
| …… | …… |
| Signature | Date |
| …… | ……... |
| Designation | Name of bidder |

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

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

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

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## 1. GENERAL CONDITIONS

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

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

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

a) The applicable preference point system for this tender is the **80/20** preference point system.

b) The **80/20** preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

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

(a) Price; and

(b) Specific Goals.

1.4 **To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

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

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

## 2. DEFINITIONS

(a) **"tender"** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;

(b) **"price"** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;

(c) **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

(d) **"tender for income-generating contracts"** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and

(e) **"the Act"** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

## 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

### 3.1. POINTS AWARDED FOR PRICE

#### 3.1.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

**80/20**

$$\boldsymbol{Ps = 80\left(1 - \frac{Pt - P\,min}{P\,min}\right)}$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

3.2. **FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT**

3.2.1. **POINTS AWARDED FOR PRICE**

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

**80/20**

$$\boldsymbol{Ps = 80\left(1 + \frac{Pt - P\,max}{P\,max}\right)}$$

Where

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

**4. POINTS AWARDED FOR SPECIFIC GOALS**

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

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

(a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or

(b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system, then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

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

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

| The specific goals allocated points in terms of this tender | Number of points allocated (80/20 system) (To be completed by the organ of state) | Number of points claimed (80/20 system) (To be completed by the tenderer) |
|---|---|---|
| More than 50% (fifty percent) ownership by Black people | 20 | |
| More than 50% (fifty percent) ownership by Women | 20 | |
| More than 50% (fifty percent) ownership by people with disabilities | 20 | |

**DECLARATION WITH REGARD TO COMPANY/FIRM**

4.3. Name of company/firm…….

4.4. Company registration number: ……...

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

i) The information furnished is true and correct;

ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;

iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

(a) disqualify the person from the tendering process;

(b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;

(c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

(d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and

(e) forward the matter for criminal prosecution, if deemed necessary.

| | |
|---|---|
| | ..... |
| | **SIGNATURE(S) OF TENDERER(S)** |
| **SURNAME AND NAME**: | ..... |
| **DATE:** | ..... |
| **ADDRESS**: | ..... |
| | ..... |
| | ..... |
| | ..... |

forestry, fisheries
& the environment

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

**THE DEPARTMENT OF FORESTRY, FISHERIES AND THE ENVIRONMENT (DFFE) AS AN ORGAN OF THE STATE SUBSCRIBES TO AND PROPAGATES THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 (ACT NO. 5 OF 2000) AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022.**

# TERMS OF REFERENCE

# THE APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER FOR A PERIOD OF 24 MONTHS TO DEVELOP A NATIONAL CHEMICALS PROFILE FOR SOUTH AFRICA, ON BEHALF OF THE DEPARTMENT OF FORESTRY, FISHERIES AND THE ENVIRONMENT (DFFE).

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## 1. PURPOSE

The appointment of a professional service provider for a period of 24 months to develop a National Chemicals Profile for South Africa, on behalf of the Department of Forestry, Fisheries and the Environment (DFFE).

## 2. INTRODUCTION AND BACKGROUND

2.1 South Africa is a Party or committed to several multilateral environmental agreements (MEAs) that require robust national chemicals information systems and regular reporting. These include, inter alia, the Global Framework on Chemicals (GFC), Stockholm Convention on Persistent Organic Pollutants (POPs), the Basel Convention on the Control of Transboundary Movements of Hazardous Wastes and their Disposal, the Rotterdam Convention on the prior informed consent procedure for certain hazardous chemicals and pesticides in international trade, the Minamata Convention on Mercury, and the Vienna Convention and its Montreal Protocol on Substances that Deplete the Ozone Layer. Commitment and compliance with these MEAs necessitate accurate, up-to-date, and consolidated national chemicals data which is utilised to develop policy instruments such as the national chemicals profile.

2.2 The initial chemicals profile for South Africa was developed in 2005 and therefore an updated National Chemicals Profile is essential to:

- provide a consolidated baseline of chemicals production, import and export, transportation, distribution, use, storage, and resultant hazardous waste management across all relevant sectors;
- Identify priority chemical risks, emerging contaminants, data gaps, and institutional and technical capacity needs; support evidence-based policy development, compliance monitoring, and fulfilment of international reporting obligations; and
- Guide targeted interventions for industry, municipalities, and civil society to improve chemicals management practices.

2.3 The information contained in the National Chemicals Profile should allow the government to adopt an integrated and coordinated approach towards the sound management of chemicals and the protection of human health and environment.

## 3. OBJECTIVES

The objectives of the terms of references are to appoint a professional service provider to:

3.1.1 Reference the 2005 chemicals profile https://www.dffe.gov.za/sites/default/files/docs/south_africa_national_profile.pdf to identify, outline and quantify relevant and ongoing activities, useful data sources on the chemical- production, quantities, formulation, imports, exports, transportation, distribution, uses per sector and in articles / products, and resultant hazardous waste, for a period of up to 2026.

3.1.2 Identify, compile, harmonise, and analyse chemicals-related datasets from government departments and entities, chemical industry, research institutions, civil society and any other relevant sector, while identifying critical data gaps and proposing practical measures to address them (List on paragraph 4.1.2).

3.1.3 Assess the adequacy, coherence, and effectiveness of existing policy and regulatory frameworks and institutional arrangements for chemicals management, and recommend measures aimed at improving implementation, coordination, compliance and enforcement.

3.1.4 Document existing technical infrastructure for the sound management of chemicals and identify existing gaps.

3.1.5 Analyse the socio-economic impacts of chemicals and their resultant hazardous waste.

3.1.6 Undertake desktop assessment of impacts of chemicals and their resultant hazardous waste on the human health and environment (including populations of affected animals).

3.1.7 Assess existing chemicals management and environmental monitoring systems, including but not limited to registration of agricultural and industrial chemicals, occupational health and safety measures, and transportation of dangerous goods procedure/s.

## 4. SCOPE AND EXTENT OF WORK

The scope and extent of work expected from the Service Provider is as follows:

### 4.1. Data Acquisition & Mapping:

4.1.1. identify chemicals data sources including but not limited to government databases and registries, SARS customs/trade, chemical industry associations and, research bodies:

4.1.2. Develop a consolidated inventory of datasets on the categories of the following:

- Industrial chemicals,
- Agrochemicals,
- Persistent Organic Pollutants /POPs candidates,
- Ozone Depleting Substances,
- Heavy metals, and

Environmentally persistent pharmaceuticals products.

4.1.2.1 A consolidated inventory of database should outline and quantify relevant and ongoing activities, useful data sources on the chemical- production, quantities, formulation, imports, exports, transportation, incidents, releases, distribution, storage, uses per sector and in articles / products, and resultant hazardous waste streams, and disposal practices for a period of up to 2026.

4.1.2.2 Trend analysis (e.g., temporal, sectoral, geographic), risk characterization, and identification of priority chemicals, through examining patterns over time, across sectors, or in different geographic areas.

### 4.2 Regulatory & Institutional Capacity Assessment

4.2.1 Assess the adequacy, coherence, and effectiveness of existing policy and regulatory frameworks and institutional arrangements for chemicals management, and recommend measures aimed at improving implementation, coordination, compliance and enforcement.

4.2.2 Map institutional roles and responsibilities, as well as coordination mechanisms and recommend improvements - identifying which government departments, agencies, municipalities, and other institutions responsible for different aspects of chemicals management and assessing how they work together.

### 4.3 Technical infrastructure

4.3.1 Identify and assess facilities involved in the treatment, recovery, storage, recycling and destruction of resultant hazardous waste.

4.3.2 Assess laboratory capacity and capabilities to analyse chemicals,

4.3.3 Assess the accreditation of the laboratories that can analyse chemicals.

4.3.4 Evaluate whether South Africa has adequate technical infrastructure (4.3.1, 4.3.2 and 4.3.3).

### 4.4 Environmental and Socio-economic Impact Analysis

4.4.1 Analyse the socio-economic impacts of chemicals and their resultant hazardous waste per sector on:

4.1.1.1 GDP

4.1.1.2 Employment

4.1.1.3 Industrial development

The relevant sectors include but not limited to:

I. Agriculture sector
II. Construction sector
III. Electronics sector
IV. Textiles sector
V. Mining sector
VI. Manufacturing sector
VII. Upstream petrochemical sector and basic chemicals
VIII. Pharmaceutical and cosmetics sector

4.4.2 Undertake desktop assessment of impacts of chemicals and their resultant hazardous waste on the human health and environment (including populations of affected animals).

4.4.3 Assess existing chemicals management and environmental monitoring systems, including but not limited to registration of agricultural and industrial chemicals, occupational health and safety measures, and transportation of dangerous goods procedures.

4.4.4 Identify resources to effectively monitor and manage chemicals. Assess the financing of environmentally sound management of chemicals in South Africa.

### 4.5 Overview of Issues and Concerns Related to Chemicals

4.5.1 Identify major chemical-related risks to human health and the environment as well as populations and environmental sources affected by chemicals. Determine the main dangers or harmful effects that chemicals may pose to the public and the environment throughout their life cycle.

### 4.6 Analysis & Gap Assessment

4.6.1 Data cleaning, harmonization, and metadata documentation. This includes correcting errors, removing duplicate records, filling missing information where possible, and ensuring data accuracy and consistency.

4.6.2 Gap analysis (availability, quality, compatibility), capacity needs assessment (institutions, labs, enforcement, monitoring). This means identifying weaknesses or shortcomings in information systems and institutional capacity related to chemicals management.

## 5. EXPECTED DELIVERABLES / OUTCOMES

The Professional Service Provider is required to submit an inception report that guides the development of the national chemicals profile within the agreed project commencement period, and submit the final national chemicals profile as follows:

**5.1 Inception Report** to demonstrate the service provider's understanding of the assignment, define the methodology, identify stakeholders, design a communication plan and identify data sources, establish the work plan, and outline how the National Chemicals Profile will be developed.

**5.2 National Chemicals Profile:**

**5.2.1 Report on Data Acquisition & Mapping:**

5.2.1.1 *Identify* chemicals data sources (government databases and registries, SARS customs/trade, chemical industry associations and, research bodies:

5.2.1.1.1 *Develop* a consolidated inventory of datasets on the categories of the following: industrial chemicals, agrochemicals, Persistent Organic Pollutants /POPs candidates, Ozone Depleting Substances, heavy metals, and environmentally persistent pharmaceuticals products.

5.2.1.1.2 A consolidated inventory of database should outline and quantify relevant and ongoing activities, useful data sources on the chemical- production, quantities, formulation, imports, exports, transportation, incidents, releases, distribution, storage, uses per sector and in articles / products, and resultant hazardous waste streams, and disposal practices for a period of up to 2026.

5.2.1.1.3 Trend analysis (e.g., temporal, sectoral, geographic), risk characterization, and identification of priority chemicals, through examining patterns over time, across sectors, or in different geographic areas.

**5.2.2 Report on Regulatory & Institutional Capacity Assessment**

5.2.2.1 Assess the adequacy, coherence, and effectiveness of existing policy and regulatory frameworks and institutional arrangements for chemicals management, and recommend measures aimed at improving implementation, coordination, compliance and enforcement.

5.2.2.2 Map institutional roles and responsibilities, as well as coordination mechanisms and recommend improvements - identifying which government departments, agencies, municipalities, and other institutions responsible for different aspects of chemicals management and assessing how they work together.

**5.2.3 Report on Technical infrastructure**

5.2.3.1 Identify and assess facilities involved in the treatment, recovery, storage, recycling and destruction of resultant hazardous waste.

5.2.3.2 Assess laboratory capacity and capabilities to analyse chemicals,

5.2.3.3 Assess the accreditation of the laboratories that can analyse chemicals.

5.2.3.4 Evaluate whether South Africa has adequate technical infrastructure (5.2.3.1, 5.2.3.2 and 5.2.3.3).

**5.2.4 Report on Environmental and Socio-economic Impact Analysis**

5.2.4.1 Analyse the socio-economic impacts of chemicals and their resultant hazardous waste per sector on: GDP, Employment, Industrial development as well as the relevant sectors including but not limited to: Agriculture, Construction, Electronics, Textiles, Mining, Manufacturing, Upstream petrochemical and basic chemicals, Pharmaceutical and cosmetics sectors

5.2.4.2 Undertake desktop assessment of impacts of chemicals and their resultant hazardous waste on the human health and environment (including populations of affected animals).

5.2.4.3 Assess existing chemicals management and environmental monitoring systems, including but not limited to registration of agricultural and industrial chemicals, occupational health and safety measures, and transportation of dangerous goods procedures.

5.2.4.4 Identify resources to effectively monitor and manage chemicals. Assess the financing of environmentally sound management of chemicals in South Africa.

**5.2.5 *Overview of Issues and Concerns Related to Chemicals***

5.2.5.1 Identify major chemical-related risks to human health and the environment as well as populations and environmental sources affected by chemicals. Determine the main dangers or harmful effects that chemicals may pose to the public and the environment throughout their life cycle.

***5.2.6 Analysis & Gap Assessment***

5.2.6.1 Data cleaning, harmonization, and metadata documentation. This includes correcting errors, removing duplicate records, filling missing information where possible, and ensuring data accuracy and consistency.

5.2.6.2 Gap analysis (availability, quality, compatibility), capacity needs assessment (institutions, labs, enforcement, monitoring). This means identifying weaknesses or shortcomings in information systems and institutional capacity related to chemicals management.

5.3 **Stakeholder Engagement Report**: that highlights all the workshops, interviews, meetings/discussion sessions, etc. that were held with the different stakeholders involved in this study. The Report should clearly indicate all details of the stakeholders and their designations, when meetings/workshops/etc. were held, outcomes of those sessions and any other related matters that would be important for noting for future reference. Proof of engagement / evidence of these engagements should also be submitted with this report.

In terms of Project Management, the Service Provider is expected to submit monthly reports on progress for the work done, with evidence where required.

## 6 PERIOD / DURATION OF PROJECT / ASSIGNMENT

6.1 Project must be completed within twenty-four (24) months after the signing of the SLA by both parties and the issuing of an Official Order by DFFE.

## 7 COSTING / COMPREHENSIVE BUDGET

7.1. A comprehensive offer must be provided inclusive of all costs, expenses, and all applicable taxes. Note: Travelling costs and time spent or incurred between home and the office of the Service Provider and the DFFE office will not be for the account of the DFFE.

7.2. A comprehensive offer must be provided in the same envelope as the technical proposal inclusive of all disbursement costs, expenses, and VAT (Annexure A – Price Schedule /guidance: **Service provider must quote for all activities as included in the Pricing Schedule unless indicated otherwise**).

7.3. The bidder must submit a bid/quotation price that aligns with the pricing schedule in Annexure A, SBD 3.3. In the event of any discrepancies between the pricing schedule and SBD 3.3, the price in SBD 3.3 will take precedence.

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

7.5. The validity period is 120 calendar days from the closing date of the bid. The department reserves the right to extend the validity of the bid, where a written letter will be sent through to every bidder that responded to the bid. In terms of procedural fairness, the bidder will be given an opportunity to respond (within a stipulated timeframe), in writing, to the terms and conditions of the bid and the bid price. Such acceptance of the terms and conditions of bid and bid price becomes legally binding in the procurement process. Any bidder, that did not respond to the extension of the bid validity period, in writing, **WILL NOT** be considered further for the bid upon expiry of the initial validity period.

## 8 INFORMATION SESSION

| | | |
|---|---|---|
| 8.1. | Is the briefing session applicable? | **NO** |
| 8.2. | Is it a compulsory briefing session? | **NO** |

## 9. EVALUATION CRITERIA (If Applicable)

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

- Phase 1: Pre-compliance.
- Phase 2: Mandatory requirement.
- Phase 3: Functionality Evaluation.
- Phase 4: Price and Preference Points.

## 9.2. PHASE 1: PRE-COMPLIANCE

9.2.1. During this phase bid documents will be reviewed to determine compliance on SCM returnable documents, tax matters, and whether proof of registration on the Central Supplier Database (CSD) has been submitted with the bid documents at the closing date and time of the bid.

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

| ITEM NO. | ADMINISTRATIVE REQUIREMENTS | CHECK/ COMPLIANCE |
|---|---|---|
| 1 | Master Bid Document | Provided and bound |
| 2 | Electronic Copy (USB) | Same as the master bid document |
| 3 | B-BBEE Certificate or Sworn Affidavit | Valid B-BBEE Status Level Verification Certificate issued by SANAS, or Accredited Verification Agency, or B-BBEE Certificate issued by CIPC, or a Sworn Affidavit commissioned by the Commissioner of Oaths together with their bids and CSD report |
| 4 | Tax Compliance and CSD Registration | CSD supplier number/ CSD registration report and/ or SARS Tax Pin |
| 5 | SCM - SBD 1 - Invitation to Bid | Completed and signed |
| 6 | SBD 3.3 - Aligned to **Annexure A** Pricing Schedule | Completed |
| 7 | SCM - SBD 4 – Bidders Disclosure | Completed and signed |
| ~~8~~ | SCM - SBD 6.1 - Preference Points Claim Form in terms of the Preferential Procurement Regulations 2022 | Completed and signed, |
| 9 | In case of bids where Consortia / Joint Ventures, Consortia/ Joint Venture agreement signed by both parties must be submitted with bid proposal | JV agreement completed and signed, if applicable |

| ITEM NO. | ADMINISTRATIVE REQUIREMENTS | CHECK/ COMPLIANCE |
|---|---|---|
| 10 | Letter of Authority to sign documents on behalf of the company. | Signed |
| 11 | Consent and indemnity form template | Completed and signed |

## 9.3. PHASE 2: MANDATORY REQUIREMENT

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

9.3.2. Bidders who fail to comply or meet mandatory requirements will be disqualified and will not be evaluated further.

| REQUIREMENTS |
|---|
| The bidder must submit a valid proof of registration with professional affiliation for project team leader for one of the following bodies: South African council for natural scientific professions (SACNASP),Practising in Nat.Sc, Health practitioners council of South Africa (HPCSA),South African Chemicals Institute (SACI). |
| The bidder must submit a valid proof of professional Proof of registration for Expert 1, South African council for natural scientific professions (SACNASP), Practising in Nat.Sc, Health practitioners council of South Africa (HPCSA), South African Chemicals Institute (SACI) |

## 9.4. PHASE 3: FUNCTIONALITY CRITERIA

9.4.1. The bidder must score a minimum of **60%**, during Phase 2 (functionality) of the evaluation to qualify for Phase 3 of the evaluation where only points for price and preference points will be considered.

9.4.2. The following functionality evaluation criteria and the corresponding values/ indicators will be applicable when evaluating functionality.

| GUIDELINES FOR CATEGORY CRITERIA | FUNCTIONALITY: (GUIDELINES FOR CRITERIA APPLICATION) | WEIGHT |
|---|---|---|
| **A proposed detailed project plan.** | **Bidders are required to provide a proposed detailed project plan, methodology, risks identification, risk mitigation measures and risk** | |

| GUIDELINES FOR CATEGORY CRITERIA | FUNCTIONALITY: (GUIDELINES FOR CRITERIA APPLICATION) | | WEIGHT |
|---|---|---|---|
| | **management and project management which covers the following sub-heading:**<br>• **Detailed project plan: structured work breakdown**<br>• **Specific, Measurable, Achievable, Relevant and Time-Bound (SMART) Targets**<br>• **Resource Allocation: Identification of required personnel, tools, and resources per task.**<br>• **Risk Identification Approach: Identification of potential risks.**<br>• **Risk Mitigation Approach: Recommendation of mitigation measures to identified risks.** | | |
| | **A proposed detailed project plan, methodology, risks identification, risk mitigation measures and risk management and project management.** | **Indicator** | **20** |
| | Project Plan and methodology which covers all five sub-heading with the indicated content as listed above | 5 | |
| | Project Plan and methodology which covers four sub-heading with the indicated content as listed above | 4 | |
| | Project Plan and methodology which covers three sub-heading with the indicated content as listed above | 3 | |
| | Project Plan and methodology which covers two sub-heading with the indicated content as listed above | 2 | |
| | Project Plan and methodology which covers one sub-heading with the indicated content as listed above | 1 | |
| | Project Plan and methodology which has no sub-heading with the indicated content as listed above | 0 | |

| GUIDELINES FOR CATEGORY CRITERIA | FUNCTIONALITY: (GUIDELINES FOR CRITERIA APPLICATION) | | WEIGHT |
|---|---|---|---|
| **Experience of a Project Team Leader who holds a minimum qualification of a master's degree in areas of chemistry or environmental chemistry or environmental science (specialising in chemistry, environmental chemistry) or agrochemicals or Environmental Toxicology or Ecotoxicology or Human Toxicology and Environmental Health (chemical safety in the context of environment or human health), or in natural to be assigned to the project.** | **Bidder(s) are required to submit/ attach comprehensive curriculum vitae detailing relevant experience and track record of the Project Team Leader in areas of chemistry or environmental chemistry or environmental science (specialising in chemistry, environmental chemistry) or agrochemicals or Environmental Toxicology or Ecotoxicology or Human Toxicology and Environmental Health (chemical safety in the context of environment or human health), or in natural sciences** | | |
| | **Experience of project team leader** | **Indicator** | **20** |
| | 10 years or more years of experience | 5 | |
| | 8 years and above, but less than 10 years of experience. | 4 | |
| | 6 years and above, but less than 8 years of experience. | 3 | |
| | 4 years and above but less than 6 years of experience. | 2 | |
| | 2 years and above, but less than 4 years of experience. | 1 | |
| | Less than 2 years of experience | 0 | |
| **Experience of Key Expert 1 who holds a minimum qualification of a relevant Master's degree in areas of specialisation listed above for the Key Expert 1 to be assigned to the project** | **Bidder(s) are required to submit/ attach comprehensive curriculum vitae detailing experience and track record of the Key Expert 1 in project management and relevant experience in the development of a national inventory or national chemicals profile of agrochemicals or industrial chemicals, national implementation plan (NIP) or national action plan (NAP) or national chemicals initial assessment of** | **Indicator** | **20** |

| GUIDELINES FOR CATEGORY CRITERIA | FUNCTIONALITY: (GUIDELINES FOR CRITERIA APPLICATION) | | WEIGHT |
|---|---|---|---|
| | **chemicals and hazardous waste multilateral environmental agreement(s) (MEAs) or chemicals risk assessment and management.** | | |
| | 10 years or more years of experience | 5 | |
| | 8 years and above, but less than 10 years of experience. | 4 | |
| | 6 years and above, but ess than 8 years of experience. | 3 | |
| | 4 years and above, but less than 6 years of experience. | 2 | |
| | 2 year and above, but less than 4 years of experience. | 1 | |
| | Less than 2 years of experience | 0 | |
| **Experience and track record of Team member (Key Expert 2) who holds a minimum qualification of a diploma in Project Management to be assigned to the project** | **Bidder(s) are required to submit/ attach Diploma and comprehensive curriculum vitae detailing experience and track record of the Key Expert 2**<br>**Curriculum vitae is to include experience in project management, regulatory and policy development in chemicals or socio-economic assessment of chemicals.** | | |
| | **Experience (in Years) of Key Expert 2.** | **Indicator** | **20** |
| | 10 years or more years of experience. | 5 | |
| | 8 years and above, but less than 10 years of experience. | 4 | |
| | 6 years and above, but less than 8 years of experience. | 3 | |
| | 4 years and above but less than 6 years of experience. | 2 | |
| | 2 year and above, but less than 4 years of experience. | 1 | |
| | Less than 2 years of experience. | 0 | |

| GUIDELINES FOR CATEGORY CRITERIA | FUNCTIONALITY: (GUIDELINES FOR CRITERIA APPLICATION) | | WEIGHT |
|---|---|---|---|
| **Letters from contactable references on the service provider's experience, track record and successfully completed relevant projects.** | **a. Bidders are required to submit reference letters from reliable and contactable contracting institutions, duly signed on the institution's official letterhead. Each reference letter must clearly indicate the bidder's competency, the duration of the project, and confirmation of successfully completed projects in the following areas: "the development of a national inventory of agrochemicals or industrial chemicals,**<br>**OR**<br>**b. the development of a national chemicals profile of agrochemicals or industrial chemicals,**<br>**OR**<br>**c. national implementation plan (NIP) of chemicals and resultant hazardous waste multilateral environmental agreement(s) (MEAs),**<br>**OR**<br>**d. national action plan (NAP) of chemicals and hazardous waste multilateral environmental agreement(s) (MEAs),**<br>**OR**<br>**e. national chemicals initial assessment of chemicals and hazardous waste multilateral environmental agreement(s) (MEAs),**<br>**OR**<br>**f. chemicals risk assessment and management**<br>**OR**<br>**g. project management, and regulatory and policy development in chemicals management.**<br>**OR**<br>**h. project management, and socio-economic assessment of chemicals.** | | |
| | **Submitted letters** | **Indicator** | **20** |
| | 5 or more reference letters on successfully completed projects | 5 | |
| | 4 reference letters on various project areas listed above successfully completed projects | 4 | |
| | 3 reference letters on various project areas listed above successfully completed projects | 3 | |

| GUIDELINES FOR CATEGORY CRITERIA | FUNCTIONALITY: (GUIDELINES FOR CRITERIA APPLICATION) | | WEIGHT |
|---|---|---|---|
| | 2 reference letters on various project areas listed above successfully completed projects | 2 | |
| | 1 reference letter on various project areas listed above successfully completed projects | 1 | |
| | No reference letter on successfully completed project | 0 | |
| **TOTAL POINTS ON FUNCTIONALITY** | | | **100** |

## 9.5. PHASE 3: PRICE AND PREFERENCE POINTS (BELOW 50 MILLION)

9.5.1. The preference point system applicable for this bid is 80/20.

9.5.2. The following preference point system will be followed to advance the categories of persons:

a. For contracts with a Rand value up to R50 000 000, a maximum of 20 points may be allocated for specific goals as contemplated above, provided that the lowest acceptable tender scores 80 points for price.

i. The applicable formula to be used is Ps=80[1-(Pt-Pmin)/Pmin]. Provided:

Ps = Points scored for the price of the tender under consideration.

Pt = Price of tender under consideration; and

Pmin = Price of the lowest applicable tender.

ii. total of 20 points may be awarded to a tenderer as follows:

20 Points: if the Bidder has more than 50% (fifty percent) ownership by Black people, Women, or people with disabilities

0 Points: for 50% and below ownership by stipulated categories of persons

9.5.3. The bid will be awarded to a bidder with the highest points on price and Preference Points on condition that they have met all phases of the evaluation criteria and complied with the tender requirements set out in the tender document. However, a contract may be awarded to a tenderer that did not score the highest points by section 2(1) of the PPPFA.

9.5.4. The maximum preference point that may be awarded is 20 Points irrespective of the number of specific goals archived on the table below.

| SPECIFIC GOALS | 80/20 |
|---|---|
| >50% ownership by Black people, Or | 20 |
| >50% ownership by Women, Or | 20 |

| | |
|---|---|
| >50% ownership by people with Disability | 20 |
| 50% ownership or less on the above categories (people with Black people/ Women/people with Disability) | 0 |

9.5.5. For service providers to claim preference points the following must be adhered to:

a) Submit a complete and signed SBD 6.1,

b) Submit a valid B-BBEE Status Level Verification Certificate issued by SANAS, or Accredited Verification Agency, or B-BBEE Certificate issued by CIPC, or a Sworn Affidavit commissioned by the Commissioner of Oaths together with their bids.

c) Submit CSD Registration Report or CSD number/ MAAA number

**NB:** Failure on the part of a tenderer to submit proof or documentation stated above in terms of this tender to claim preference points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

## 10. BID SUBMISSION REQUIREMENTS

**10.1.** Bidders must ensure that the following submission requirements, which will be needed for evaluation purposes are included in their bid proposal and are as follows:

10.1.1. The bidder must draft a table of contents which will indicate where each document is in the proposal.

10.1.2. The proposal shall consist of one (01) master original document and must clearly indicate the prices on SBD 3.3 and Annexure A (where applicable) for detailed price schedule. The same proposal shall be submitted as electronic copy in a USB

10.1.3. **In case of bids where Consortia / Joint Ventures, Consortia/ Joint Venture agreement signed by both parties must be submitted with bid proposal**

10.1.4. The information in the CV of the proposed Project team leader should include experience in the chosen area of expertise.

10.1.5. If a resource proposed for the project is not assigned to a role in the CV Template (Annexure B) provided by the Department, or in the bidder's own CV template, that resource will not be allocated any points. Where two different CVs are submitted for the same resource, the CV submitted using the DFFE template will take precedence.

10.1.6. Project reference specifying the role played by the service provider in the listed projects or assignments.

10.1.7. A detailed project plan with clear indication of who will be responsible for the management of the assignment as well as its execution. The allocation of team members on the assignments should be based on the experience in delivering the scope of work as listed.

10.1.8. Standard bidding documents (SBD1, 3.3, 4 and 6.1).

10.1.9. Copy of Central Supplier Database (CSD) report or tax pin certificate from SARS.

10.1.10. Letter of Authority to sign documents on behalf of the company.

10.1.11. Consent Indemnity form, Completed and signed

## 11. LEGISLATIVE FRAMEWORK OF THE BID

**11.1.** Tax Legislation

11.1.1 Bidder must at all-time be compliant when submitting a proposal to DFFE and remain compliant for the entire contract term with all applicable tax legislation, including but not limited to the Income Tax Act, 1962 (Act No. 58 of 1962) and Value Added Tax Act, 1991 (Act No. 89 of 1991).

11.1.2 Bidders who make taxable supplies more than R1 million in any 12-month conservative period are liable for compulsory VAT registration, but a person may also choose to register voluntarily provided that the minimum threshold of R50 000 has been exceeded in the past 12-month period.

11.1.3 Bidders who meet the above requirement must register as VAT vendors, if successful, within one month of award of the bid.

11.1.4 SARS Tax Status Pin requirements / or Central Supplier Database (CSD) number or report must be provided.

**11.2.** Procurement Legislation

11.2.1 Bidders must be cognisant of the legislation and/or standards specifically applicable to the services.

11.2.2 Bidders are requested to submit a valid B-BBEE Status Level Verification Certificate issued by SANAS Accredited Verification Agency, or B-BBEE Certificate issued by CIPC, or a Sworn Affidavit commissioned by Commissioner of Oaths together with their bids. The sworn affidavit must be signed by the deponent (Bidder), in the presence of a Commissioner of Oaths where the Commissioner of Oaths must affix his/her signature, together with the stamp of the office, and affix a date on which the signature was affixed. Furthermore, the dates of the deponent and the Commissioner of Oath must correspond.

11.2.3 If the application is made by a Joint Venture or Partnership, the B-BBEE accreditation credentials in the name of joined entities must be submitted. Bidders are required to submit a consolidated B-BBEE certificate, issued by a SANAS-accredited service provider, to verify

their collective B-BBEE status. The joint venture must meet the requirements of the proposal

**11.3.** Privacy and Protection of Personal Information Act 4 of 2013

11.3.1 Protecting personal information is important to the Department of Forestry, Fisheries, and the Environment. To do so, DFFE follows general principles by applicable privacy laws and the Protection of Personal Information Act 4 of 2013 (POPIA).

11.3.2 DFFE's role as the responsible party is amongst others to process personal information for the intended purpose for which it was obtained and in line with legal agreements with its respective/ prospective service providers and third parties.

11.3.3 DFFE will process personal information only with the knowledge and authorisation of the bidder/ respondent and will treat the personal information which comes to its knowledge as confidential and will not disclose it unless so required by law or subject to the exception contained in the POPIA.

11.3.4 DFFE reserves all the rights afforded to it by the POPIA in the processing of any of its information as contained in this bid and the bidder/respondent is required to comply with all prescripts as detailed in the POPIA relating to all information concerning DFFE.

11.3.5 In responding to this bid, DFFE acknowledges that it will obtain and have access to the personal information of the bidder/ respondent. DFFE agrees that it shall only process the information disclosed by the bidder/ respondent in their response to this bid for evaluation and subsequent award of the tender and by any applicable law.

11.3.6 The Service Provider shall comply with the Protection of Personal Information Act, 2013 (Act No. 4 of 2013) when collecting, processing, storing, sharing and disposing of personal information obtained during execution of the project. Personal information may only be processed for purposes directly related to the project and shall be protected through appropriate technical and organisational safeguards.

## 12. SPECIAL CONDITIONS OF THE CONTRACT

12.1. On appointment, the performance measures for the delivery of the project will be closely monitored by the DFFE.

12.2. The service provider/s shall have bi-weekly progress meetings for the first two months from the start of the project and then submit monthly progress reports to the Project Manager, within the stipulated date after the end of each month and quarter for the duration of the project.

12.3. The Project Manager shall do the ongoing management of the Service Level Agreement.

12.4. Appointed service providers may be subjected to security vetting and screening.

12.5. The service provider/s must guarantee the presence of the senior in charge of fieldwork throughout the duration of the contract.

12.6. Before the appointment of a replacement, the Project Manager must approve such appointment. If the senior must leave the project, a period of at least one (01) month is required, in which the senior must work parallel with the next person (senior consultant with similar qualifications, expertise and equal years of experience) appointed and able to transfer skills and knowledge.

12.7. All the conditions specified in the **General Conditions of Contract (GCC)** will apply and where the conditions in the special conditions of contract contradict the conditions in the general conditions of contract the special conditions of contract will prevail.

12.8. The service provider shall notify the DFFE in writing of all subcontracts awarded under this contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the service provider from any liability or obligation under the contract.

12.9. The proposals should be submitted with all required information containing technical information.

12.10. DFFE reserves the right to reject proposals where material information required in the prescribed bid documentation is not submitted, is illegible, or is incomplete to the extent that the BEC is unable to evaluate the proposal against the specified evaluation criteria. Proposals that do not comply with the prescribed submission format and requirements, and where such non-compliance affects the ability to conduct a fair and objective evaluation, will not be evaluated further .

12.11. DFFE reserves the right to seek clarity, request additional information and verify documents submitted by bidders. Bidders who fail to provide the requested information within the prescribed may be disqualified and not be evaluated further forfeit points.

12.12. A trust, consortium, or joint venture will qualify for Preference Points if their average combined ownership is more than 50% (fifty percent) of ownership on specific goals (e.g., two or more companies claiming preference points, Ownership/ Directorship will be combined and divided by the number of companies to ascertain the preference points),

12.13. If the DFFE is of the view that a Bidder submitted false information regarding a Specific Goal, the DFFE must inform the Bidder accordingly and allow the Bidder to make representations within 14 (fourteen) days as to why: -

12.14.1 the Tender may not be disqualified, or,

12.14.2 if the Tender has already been awarded to the Bidder, why the contract should not be terminated.

12.15 After considering the representations, the DFFE may, if it concludes that the information relating to a Specific Goal is false, disqualify the Bidder or terminate the Contract in whole or in part and if applicable, claim damages from the Bidder.

12.16 Poor or non-performance by the bidder will result in the cancellation of contracts.

12.17 Please take note that DFFE is not bound to select any of the firms submitting proposals. DFFE reserves the right not to award any of the bids and not to award the contract to the lowest bidding price.

12.18 DFFE will not be held responsible for any costs incurred by the service providers in the preparation, presentation, and submission of the proposal.

12.19 The Department will consider Company and Individual(s) (Personnel) experience and Qualifications obtained within and outside the Republic of South Africa (RSA). For evaluation purposes, qualifications obtained outside RSA must be accompanied by the SAQA Certificate of Evaluation (SCoE). The SCoE must indicate the recognition decision taken by SAQA concerning the foreign qualification and the comparability of that qualification with a South African qualification registered on the National Qualification Framework (NQF). Foreign qualifications that are not accompanied by the SCoE will not be considered for evaluation in this contract.

12.20 The recognition of foreign qualifications is in terms of the South African National Qualifications Framework (NQF) conducted by SAQA. SAQA derives this mandate from the NQF Act, 67 of 2008 (as amended) and performs the function according to the Policy and Criteria for Evaluating Foreign Qualifications within the South African NQF (as amended, 2017). (www.saqa.org.za)"

## 13. TECHNICAL ENQUIRIES

13.1 Should you require any further information in this regard, please do not hesitate to send written enquiries to: Tenders@dffe.gov.za

## 14. ANNEXURE A –- PRICING SCHEDULE

| # | EXPECTED DELIVERABLES | NAME OF THE PROPOSED EXPERT | TOTAL COST |
|---|---|---|---|
| **1** | Project Inception Report | | R…… |
| **2** | National Chemicals Profiles<br>- Data Acquisition & Mapping Report<br>- Regulatory & Institutional Capacity Assessment Report<br>- Technical Infrastructure Report<br>- Environmental and Socio-economic Impact Analysis Report<br>- Draft Chemicals Profile<br>- Report on Overview of Issues and Concerns Related to Chemicals<br>- Analysis & Gap Assessment Report | | R…… |
| **3** | Stakeholder Engagement Report | | R…… |
| | **SUBTOTAL** | | **R……** |
| | **VAT@ 15%** | | **R……** |
| | **TOTAL PROJECT COST** | | **R……** |

## 15. ANNEXURE B – CV TEMPLATE TO BE COMPLETED BY THE PROJECT MANAGER AND PROPOSED TEAM MEMBER OR EXPERTS

### CV TEMPLATE

| | | |
|---|---|---|
| 1. | Surname | |
| 2. | Name | |
| 3. | National ID / Passport Number | |
| 4. | Contact Number | |
| 5. | Email Address | |
| 6. | Proposed role on the project | |

7. Education:

| Year Completed | Institution | Qualification(s) obtained | NQF Level |
|---|---|---|---|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

8. Language skills: Indicate competence on a scale from 1 (basic) to 5 (excellent)

| Language | Reading | Speaking | Writing |
|---|---|---|---|
| | | | |
| | | | |
| | | | |
| | | | |

9. Membership of professional bodies:

| Name of professional body | Year joined | Membership Number |
|---|---|---|
| | | |
| | | |

10. Other skills: (e.g. Computer literacy, etc.)

| |
|---|
| |
| |
| |

11. Present position:

| | |
|---|---|
| Name of Employer | |
| Position | |
| DD/MM/YYYY | |

12. Years within the institution:

**13. Key experience relevant to the terms of reference: (List specific assignments relevant to the terms of reference)**

| Name of Employer | Name of Client | Role on Assignment | Client Reference (Provide contact person and contact details) | From (DD/MM/YYYY) to (DD/MM/YYYY) | Description of key experience as per the requirements of Terms of Reference |
|---|---|---|---|---|---|
| | | | | | |
| | | | | | |
| | | | | | |

**14. Professional experience:**

| Name of Employer | DD/MM/YYYY | Reference (Provide contact person and contact details) | Position | Description of duties |
|---|---|---|---|---|
| | | | | |
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| | | | | |
| | | | | |
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**15. Other relevant information (e.g. Publications)**

## 16. ANNEXURE C – CONSENT AND INDEMNITY FORM TEMPLATE

forestry, fisheries & the environment
Department:
Forestry, Fisheries and the Environment
REPUBLIC OF SOUTH AFRICA

### Consent and Indemnity Form

| CLIENT INFORMATION "CLIENT" | | | |
|---|---|---|---|
| Client Name | **Department of Forestry, Fisheries and the Environment** | Authorized Representative | |
| Email Address | | Phone Number | |

| COMPANY INFORMATION | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Company Name | | | | | | | | | | | | | | |
| Company Registration Number | | | | | | | | | | | | | | |
| Director Name | | | | | | | | | | | | | | |
| Director Surname | | | | | | | | | | | | | | |
| SA ID Number | | | | | | | | | | | | | | |
| Passport Number | | | | | | | | | | | | | | |

### VERIFICATION

☑ Commercial Enquiry

*Reason for Enquiry:*

- Confirmation of Company Statutory Information
- Confirmation of Director Details of the Company

### INDEMNITY

I hereby authorise the Client / the Client's duly authorised verification agent, to forward my personal information, including but not limited to my name, surname, and identity number, to the verification suppliers acting on behalf of the Client (including but not limited to SAPS, the Government of RSA, any educational, training, credit bureau and fraud prevention organisation).

I authorise the Client / the Client's duly authorised verification agent to conduct all verification checks (including but not limited to credit bureau searches, drivers' licenses, employment history, employment salary verification and any other relevant checks in the pre- and post – employment vetting process).

I authorise Client / the Client's duly authorised verification agent to furnish personal information regarding my credentials, whether claimed or not, to the Client. I unconditionally indemnify the Client / the Client's duly authorised verification agent and its verification information suppliers against any liability which results or may result from furnishing information in this regard.

I understand that it is a condition of the South African Police Service and Tertiary Education Institutions, that:

- The information furnished to the Client will be disclosed to me for comment before a decision is made on my employment / application; and
- The Client is responsible for verifying the accuracy in respect of information furnished to the South African Police Service.

| | | | |
|---|---|---|---|
| Signed at (Place) | | On (Date) | |
| Authorized Director Signature | | | |
| Name and Surname of Authorized Director | | | |

Consent and Indemnity Form

# THE NATIONAL TREASURY

## Republic of South Africa

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# GOVERNMENT PROCUREMENT:

# GENERAL CONDITIONS OF CONTRACT

**July 2010**

# GOVERNMENT PROCUREMENT

# GENERAL CONDITIONS OF CONTRACT
# July 2010

## NOTES

The purpose of this document is to:

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

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

- The General Conditions of Contract will form part of all bid documents and may not be amended.

- Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if (applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

# TABLE OF CLAUSES


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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 bemanufactured.

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 excludingimmovable property, unless otherwise indicated in the biddingdocuments.

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-partyclaims 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 thesuppliers 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 additionalrequirements, 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 theyincorporate 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 fromdesign, materials, or workmanship (except when the design and/ormaterial 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 finaldestination.

15.2 This warranty shall remain valid for twelve (12) months after thegoods, or any portion thereof as the case may be, have been deliveredto 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 likelyduration 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 shallbe 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 foror 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 shallcontinue 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 isincreased 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 inperformance 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 suppliershall 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) 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 AfricanRevenue Services.

**33. National Industrial Participation (NIP) Programme**

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.

# DEPARTMENT OF FORESTRY, FISHERIES AND THE ENVIRONMENT

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

## BAS ENTITY MAINTENANCE FORM

### The Director General

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

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

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

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

**Please ensure information is validate as per required bank screens .**

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

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

**Company / Personal Details**

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

**Address Detail**

| | Physical | Postal |
|---|---|---|
| Address ( Compulsory if Supplier ) | | |
| | | |
| | | |
| | | |
| Postal Code | | |

**New Detail**

☐ New Supplier information ☐ Update Supplier information

Supplier Type:

| | | |
|---|---|---|
| ☐ Individual | ☐ Department | ☐ Partnership |
| ☐ Company | ☐ Trust | |
| ☐ CC | ☐ Other ( Specify ) | |

Department Number

## Supplier Account Details (To be *Verified by the bank*)

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

Account Name

Account Number

Branch Name

Branch Number

**Bank screen info**

**ABSA**-CIF screen

**FNB**-Hogans system on the CIS4/CUPR

**STD** Bank-Look-up-screen

**Nedbank**- Banking Platform under the Client Details Tab

Account Type

- Cheque Account
- Savings Account
- Transmission Account
- Bond Account
- Other (Please Specify)

ID Number

Passport Number

Company Registration Number /  /

*CC Registration

***Please include CC/CK where applicable**

Bank Stamp

## Supplier Contact Details

Business — Area Code — Telephone Number — Extension

Home — Area Code — Telephone Number — Extension

Fax — Area Code — Fax Number

Cell — Cell Code — Cell Number

Email Address

Contact Person:

Supplier Signature

Print Name

/ /

**Date** (dd/mm/yyyy)

**NB: All relevant fields must be completed**