



forestry, fisheries & the environment

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

INVITATION TO BID **BID NUMBER: DFFE-T099(22/23)**

APPOINTMENT OF SERVICE PROVIDER TO SUPPLY, DELIVER MATERIALS AND IMPLEMENT SEPARATION @ SOURCE PILOT PROJECT IN BUSHBUCKRIDGE LOCAL MUNICIPALITY IN SUPPORT OPERATION PHAKISA: CHEMICALS AND WASTE ECONOMY AND THE NATIONAL WASTE MANAGEMENT STRATEGY 2020 FOR THE DURATION OF 24 MONTHS.

Contact persons:

Name : Ms Abigail Khoza

Office Telephone No. : (012) 399 9500

E-Mail : akhoza@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 |

CLOSING DATE OF THE BID: 30 JANUARY 2023 AT 11H00 AM

NON COMPULSORY BRIEFING SESSION WILL BE CONDUCTED

Date: 20 January 2023

Time: 10h00 am

Venue: Dwarsloop Municipal Offices opposite Dwarsloop Complex

PART A INVITATION TO BID

| | | | | | |
|---|--|---------------|--|--|---------|
| YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY) | | | | | |
| BID NUMBER: | DFFE- T099(22/23) | CLOSING DATE: | 30 JANUARY 2023 | CLOSING TIME: | 11h00am |
| DESCRIPTION | APPOINTMENT OF SERVICE PROVIDER TO SUPPLY, DELIVER MATERIALS AND IMPLEMENT SEPARATION @ SOURCE PILOT PROJECT IN BUSHBUCKRIDGE LOCAL MUNICIPALITY IN SUPPORT OPERATION PHAKISA: CHEMICALS AND WASTE ECONOMY AND THE NATIONAL WASTE MANAGEMENT STRATEGY 2020 FOR THE DURATION OF 24 MONTHS. | | | | |
| BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS) | | | | | |
| Department of Forestry, Fisheries and the Environment ; The Environment House, | | | | | |
| 473 Steve Biko Road; Cnr Soutpansberg and Steve Biko Road, Arcadia Pretoria /Tshwane | | | | | |
| BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO | | | TECHNICAL ENQUIRIES MAY BE DIRECTED TO: | | |
| CONTACT PERSON | SCM PRACTITIONERS | | CONTACT PERSON | Ms Abigail Khoza | |
| TELEPHONE NUMBER | 012 399 9670/9671/9055 | | TELEPHONE NUMBER | (012) 399 9500 | |
| FACSIMILE NUMBER | N/A | | FACSIMILE NUMBER | N/A | |
| E-MAIL ADDRESS | tenders@dffe.gov.za | | E-MAIL ADDRESS | akhoza@environment.gov.za | |
| SUPPLIER INFORMATION | | | | | |
| NAME OF BIDDER | | | | | |
| POSTAL ADDRESS | | | | | |
| STREET ADDRESS | | | | | |
| TELEPHONE NUMBER | CODE | | NUMBER | | |
| CELLPHONE NUMBER | | | | | |
| FACSIMILE NUMBER | CODE | | NUMBER | | |
| E-MAIL ADDRESS | | | | | |
| VAT REGISTRATION NUMBER | | | | | |
| SUPPLIER COMPLIANCE STATUS | TAX COMPLIANCE SYSTEM PIN: | | OR | CENTRAL SUPPLIER DATABASE No: | MAAA |
| B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE | TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No | | B-BBEE STATUS LEVEL SWORN AFFIDAVIT | [TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No | |
| [A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE] | | | | | |
| ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED? | <input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF] | | ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED? | <input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3] | |
| QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS | | | | | |
| IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? | | | | <input type="checkbox"/> YES <input type="checkbox"/> NO | |
| DOES THE ENTITY HAVE A BRANCH IN THE RSA? | | | | <input type="checkbox"/> YES <input type="checkbox"/> NO | |
| DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? | | | | <input type="checkbox"/> YES <input type="checkbox"/> NO | |
| DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? | | | | <input type="checkbox"/> YES <input type="checkbox"/> NO | |
| IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? | | | | <input type="checkbox"/> YES <input type="checkbox"/> NO | |
| IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW. | | | | | |

PART B TERMS AND CONDITIONS FOR BIDDING

| |
|--|
| 1. BID SUBMISSION: |
| 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION. |
| 1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT. |
| 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT. |
| 1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7). |
| 2. TAX COMPLIANCE REQUIREMENTS |
| 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS. |
| 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS. |
| 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA. |
| 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID. |
| 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER. |
| 2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED. |
| 2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE." |

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

SIGNATURE OF BIDDER:

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

DATE:

PRICING SCHEDULE
(Professional Services)

| | |
|-----------------------|-------------------------------|
| NAME OF BIDDER: | BID NO: DFFE-T099 (22/23) |
| CLOSING TIME 11h00am | CLOSING DATE: 30 JANUARY 2023 |

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

DESCRIPTION: APPOINTMENT OF SERVICE PROVIDER TO SUPPLY, DELIVER MATERIALS AND IMPLEMENT SEPARATION @ SOURCE PILOT PROJECT IN BUSHBUCKRIDGE LOCAL MUNICIPALITY IN SUPPORT OPERATION PHAKISA: CHEMICALS AND WASTE ECONOMY AND THE NATIONAL WASTE MANAGEMENT STRATEGY 2020 FOR THE DURATION OF 24 MONTHS.

**(ALL APPLICABLE TAXES INCLUDED)

1. The accompanying information must be used for the formulation of proposals.
2. Bidders are required to indicate a ceiling price based on the total estimated time for completion of all phases and including all expenses inclusive of all applicable taxes for the project.
3. PERSONS WHO WILL BE INVOLVED IN THE PROJECT AND RATES APPLICABLE (CERTIFIED INVOICES MUST BE RENDERED IN TERMS HEREOF)

R.....

4. PERSON AND POSITION

HOURLY RATE

DAILY RATE

| | | |
|--|--------|--|
| | R----- | |
| | R----- | |
| | R----- | |
| | R----- | |
| | R----- | |

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

| | | |
|--|--------|------------|
| | R----- | ----- days |
| | R----- | ----- days |
| | R----- | ----- days |
| | R----- | ----- days |

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

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

TOTAL: R.....

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

Name of Bidder:

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

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

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

*[DELETE IF NOT APPLICABLE]

Any enquiries regarding bidding procedures may be directed to the –

Department of Forestry Fisheries and the Environment

Contact Person: SCM Practitioners

Tel: (012) 399 9670/9671

E-mail: tenders@dfpe.gov.za

Or for technical information –

Name : Ms Abigail Khoza

Office Telephone No. : (012) 399 9500

E-Mail : akhoza@dfpe.gov.za

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

- 2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise, employed by the state? **YES/NO**

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

| Full Name | Identity Number | Name of State institution |
|-----------|-----------------|---------------------------|
| | | |
| | | |
| | | |
| | | |

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

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.

2.2.1 If so, furnish particulars:

.....

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

2.3.1 If so, furnish particulars:

.....

3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted

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

where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

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

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

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

| | |
|-----------|----------------|
| | |
| Signature | Date |
| | |
| Position | Name of bidder |

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

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

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

1. GENERAL CONDITIONS

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

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

1.2

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

1.3 Points for this bid shall be awarded for:

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

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

| | POINTS |
|--|------------|
| PRICE | 80 |
| B-BBEE STATUS LEVEL OF CONTRIBUTOR | 20 |
| Total points for Price and B-BBEE must not exceed | 100 |

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

2. DEFINITIONS

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **“prices”** includes all applicable taxes less all unconditional discounts;
- (h) **“proof of B-BBEE status level of contributor”** means:
 - 1) B-BBEE Status level certificate issued by an authorized body or person;
 - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. POINTS AWARDED FOR PRICE

3.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

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

Where

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

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

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

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

5. BID DECLARATION

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

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

- 6.1 B-BBEE Status Level of Contributor: . =(maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

7. SUB-CONTRACTING

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

(Tick applicable box)

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

- 7.1.1 If yes, indicate:

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

(Tick applicable box)

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

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

| Designated Group: An EME or QSE which is at least 51% owned by: | EME √ | QSE √ |
|---|--------------------------|--------------------------|
| Black people | <input type="checkbox"/> | <input type="checkbox"/> |
| Black people who are youth | <input type="checkbox"/> | <input type="checkbox"/> |
| Black people who are women | <input type="checkbox"/> | <input type="checkbox"/> |

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

8. DECLARATION WITH REGARD TO COMPANY/FIRM

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

8.2 VAT _____ registration
number:.....

8.3 Company _____ registration
number:.....

8.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

8.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

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

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

- i) The information furnished is true and correct;
ii) The preference points claimed are in accordance with the General Conditions as
indicated in paragraph 1 of this form;

- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution.

WITNESSES

- 1.
- 2.

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

DATE:

ADDRESS

.....
.....

| | | |
|-----|--|--|
| IDT | <p style="text-align: center;">ANNEXURE D SBD 6.2 LOCAL CONTENT & Applicable Annexures C, D & E</p> | |
|-----|--|--|

SBD 6.2

DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

This Standard Bidding Document (SBD) must form part of all bids invited. It contains general information and serves as a declaration form for local content (local production and local content are used interchangeably).

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2017, the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

1. General Conditions

- 1.1. Preferential Procurement Regulations, 2017 (Regulation 8) make provision for the promotion of local production and content.
- 1.2. Regulation 8.(2) prescribes that in the case of designated sectors, organs of state must advertise such tenders with the specific bidding condition that only locally produced or manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for tenders referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

$$LC = [1 - x / y] * 100$$

Where

x is the imported content in Rand

y is the bid price in Rand excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) on the date of advertisement of the bid as indicated in paragraph 3.1 below.

| | | |
|--------------|---|--|
| <p> IDT </p> | <p> ANNEXURE D SBD 6.2 LOCAL CONTENT & Applicable Annexures C, D & E </p> | |
|--------------|---|--|

The SABS approved technical specification number SATS 1286:2011 is accessible on [http://www.thedti.gov.za/industrial development/ip.jsp](http://www.thedti.gov.za/industrial%20development/ip.jsp) at no cost.

- 1.6. A bid may be disqualified if this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation;
- 2. The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:**

| Description of services,works or goods | Stipulated minimumthreshold |
|--|-----------------------------|
| Branded T-shirts | 100% |
| Safety Leather Gloves | 100% |
| Safety Boots | 100% |
| Conti-suits | 100% |
| Raincoats | 100% |
| Sun hats | 100% |
| Wheelie bins | 100% |
| | |

- 3.** Does any portion of the goods or services offered have any imported content?
(Tick applicable box)

| | | | |
|-----|--|----|--|
| YES | | NO | |
|-----|--|----|--|

| | | |
|-----|---|--|
| IDT | <p align="center">ANNEXURE D SBD 6.2 LOCAL CONTENT & Applicable Annexures C, D & E</p> | |
|-----|---|--|

- 3.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by SARB for the specific currency on the date of advertisement of the bid.

The relevant rates of exchange information is accessible on www.resbank.co.za

Indicate the rate(s) of exchange against the appropriate currency in the table below (refer to Annex A of SATS 1286:2011):

| Currency | Rates of exchange |
|----------------|-------------------|
| US Dollar | |
| Pound Sterling | |
| Euro | |
| Yen | |
| Other | |

NB: Bidders must submit proof of the SARB rate (s) of exchange used.

4. Where, after the award of a bid, challenges are experienced in meeting the stipulated minimum threshold for local content the dti must be informed accordingly in order for the dti to verify and in consultation with the AO/AA provide directives in this regard.

LOCAL CONTENT DECLARATION
(REFER TO ANNEX B OF SATS 1286:2011)

LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL)

IN RESPECT OF BID NO.

ISSUED BY: (Procurement Authority / Name of Institution):

.....
NB

- 1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.
- 2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on http://www.thedti.gov.za/industrial_development/ip.jsp. Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

| | | |
|-----|---|--|
| IDT | ANNEXURE D SBD 6.2 LOCAL CONTENT & Applicable Annexures C, D & E | |
|-----|---|--|

I, the undersigned,..... (full names),
do hereby declare, in my capacity as
of(name of bidder
entity), the following:

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that:
- (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
- (c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 3.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

| | |
|--|---|
| Bid price, excluding VAT (y) | R |
| Imported content (x), as calculated in terms of SATS 1286:2011 | R |
| Stipulated minimum threshold for local content (paragraph 3 above) | |
| Local content %, as calculated in terms of SATS 1286:2011 | |

If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above.

The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 3.1 above and the information contained in Declaration D and E.

- (d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.
- (e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 14 of the Preferential Procurement Regulations, 2017 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____

| | | |
|--|---|--|
| | ANNEXURE D SBD 6.2 LOCAL CONTENT & Applicable Annexures C, D & E | |
|--|---|--|

Annex C

Local Content Declaration - Summary Schedule

(C1)

Tender No.

(C2)

Tender description: Sign Boards

(C3)

Designated product(s)

(C4)

Tender Authority: DFFE

(C5)

Tendering Entity name:

(C6)

Tender Exchange Rate:

(C7)

Specified local content: 100 %

Note: VAT to be excluded from all calculations

Pula

EU

GBP

| | | Calculation of local content | | | | | | Tender summary | | | |
|------------------|-----------------------|--------------------------------|-------------------------|---|----------------|-------------|----------------------------|----------------|--------------------|---------------------------------|------------------------|
| Tender item no's | List of items | Tender price - each (excl VAT) | Exempted imported value | Tender value net of exempted imported content | Imported value | Local value | Local content % (per item) | Tender Qty | Total tender value | Total exempted imported content | Total Imported content |
| (C8) | (C9) | (C10) | (C11) | (C12) | (C13) | (C14) | (C15) | (C16) | (C17) | (C18) | (C19) |
| 1 | Branded T- Shirt | | | | | | | | | | |
| 2 | Safety Leather Gloves | | | | | | | | | | |
| 3 | Safety Boots | | | | | | | | | | |
| 4 | Conti- Suits | | | | | | | | | | |
| 5 | Raincoats | | | | | | | | | | |
| 6 | Sun Hats | | | | | | | | | | |
| 7 | Wheelie Bins | | | | | | | | | | |
| | | | | | | | | | | | |

Signature of tenderer from Annex B

Date:

NB: DOCUMENT RETURNABLE WITH QUOTE

| | |
|---|-----|
| (C20) Total tender value | R 0 |
| (C21) Total Exempt imported content | R 0 |
| (C22) Total Tender value net of exempt imported content | R 0 |
| (C23) Total Imported content | R 0 |
| (C24) Total local content | R 0 |
| (C25) Average local content % of tender | |

Imported Content Declaration - Supporting Schedule to Annex C

[illegible]

| A. Exempted imported content | | | | Calculation of imported content | | | | | | Summary | |
|-----------------------------------|---------------------------------|----------------|-------------------|--|----------------------|------------------------|--------------------------------|---|----------------------------|--|-------------------------|
| Tender item no's | Description of imported content | Local supplier | Overseas Supplier | Foreign currency value as per Commercial Invoice | Tender Exchange Rate | Local value of imports | Freight costs to port of entry | All locally incurred landing costs & duties | Total landed cost excl VAT | Tender Qty | Exempted imported value |
| (D7) | (D8) | (D9) | (D10) | (D11) | (D12) | (D13) | (D14) | (D15) | (D16) | (D17) | (D18) |
| | | | | | | | | | | | |
| | | | | | | | | | | | |
| | | | | | | | | | | | |
| (D19) Total exempt imported value | | | | | | | | | | R 0 | |
| | | | | | | | | | | This total must correspond with Annex C - C 21 | |

| B. Imported directly by the Tenderer | | | | Calculation of imported content | | | | | | Summary | |
|--|---------------------------------|-----------------|-------------------|--|-------------------------|------------------------|--------------------------------|---|----------------------------|------------|----------------------|
| Tender item no's | Description of imported content | Unit of measure | Overseas Supplier | Foreign currency value as per Commercial Invoice | Tender Rate of Exchange | Local value of imports | Freight costs to port of entry | All locally incurred landing costs & duties | Total landed cost excl VAT | Tender Qty | Total imported value |
| (D20) | (D21) | (D22) | (D23) | (D24) | (D25) | (D26) | (D27) | (D28) | (D29) | (D30) | (D31) |
| | | | | | | | | | | | |
| | | | | | | | | | | | |
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| | | | | | | | | | | | |
| | | | | | | | | | | | |
| | | | | | | | | | | | |
| (D32) Total imported value by tenderer | | | | | | | | | | | R 0 |

| C. Imported by a 3rd party and supplied to the Tenderer | | | | Calculation of imported content | | | | | | Summary | |
|---|-----------------|----------------|-------------------|--|-------------------------|------------------------|--------------------------------|---|----------------------------|-------------------|----------------------|
| Description of imported content | Unit of measure | Local supplier | Overseas Supplier | Foreign currency value as per Commercial Invoice | Tender Rate of Exchange | Local value of imports | Freight costs to port of entry | All locally incurred landing costs & duties | Total landed cost excl VAT | Quantity imported | Total imported value |
| (D33) | (D34) | (D35) | (D36) | (D37) | (D38) | (D39) | (D40) | (D41) | (D42) | (D43) | (D44) |
| | | | | | | | | | | | |
| | | | | | | | | | | | |
| | | | | | | | | | | | |
| | | | | | | | | | | | |
| | | | | | | | | | | | |
| | | | | | | | | | | | |
| (D45) Total imported value by 3rd party | | | | | | | | | | | R 0 |

| D. Other foreign currency payments | | | Calculation of foreign currency payments | | Summary of payments |
|--|-----------------------------------|----------------------|--|-------------------------|---|
| Type of payment | Local supplier making the payment | Overseas beneficiary | Foreign currency value paid | Tender Rate of Exchange | Local value of payments |
| (D46) | (D47) | (D48) | (D49) | (D50) | (D51) |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| (D52) Total of foreign currency payments declared by tenderer and/or 3rd party | | | | | |
| (D53) Total of imported content & foreign currency payments - (D32), (D45) & (D52) above | | | | | R 0 |
| Signature of tenderer from Annex B Date: _____ | | | | | This total must correspond with Annex C - C 23 |



**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 STATE SUBSCRIBES TO AND PROPAGATES BOTH THE NOTION OF BROAD BASED BLACK ECONOMIC EMPOWERMENT ACT, 2003 (Act No. 53 of 2003) (BBBEE), THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 (Act No. 5 of 2000) AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.

TERMS OF REFERENCE

APPOINTMENT OF SERVICE PROVIDER TO SUPPLY, DELIVER MATERIALS AND IMPLEMENT SEPARATION @ SOURCE PILOT PROJECT IN BUSHBUCKRIDGE LOCAL MUNICIPALITY IN SUPPORT OPERATION PHAKISA: CHEMICALS AND WASTE ECONOMY AND THE NATIONAL WASTE MANAGEMENT STRATEGY 2020 FOR THE DURATION OF 24 MONTHS.

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1. PURPOSE

- 1.1. Appointment of service provider to supply, deliver materials and implement Separation @ Source pilot project in Bushbuckridge Local Municipality in support Operation Phakisa: Chemicals and Waste Economy and the National Waste Management Strategy 2020 for the duration of 24 months.

2. INTRODUCTION AND BACKGROUND

- 2.1. South Africa is facing a major solid waste management crisis that requires urgent action from all spheres of government in collaboration with civil society, the private sector and academia. According to a 2012 World Bank Report, South Africa was identified as the 15th largest generator of waste in the world. Globally, the total amount of municipal solid waste produced in cities (densely populated urban areas) is growing even faster than urbanisation is occurring and is likely to almost double by 2025, going from 1.3 billion tons per year to 2.2 billion tons.
- 2.2. Bushbuckridge Local Municipality is a third level administrative division in the Ehlanzeni District of Mpumalanga Province. It is the largest municipality in Mpumalanga, both in terms of land size and population figures. Waste management is a challenge in this municipality due to the lack of availability of resources. This has seen some of the waste facilities in the area operating without the full support of the municipality.
- 2.3. South African cities face a dire crisis with landfill space in the country whereby some are expected to run out in six years' time if drastic steps are not taken to significantly reduce the amount of waste generated and to accelerate recycling efforts. Current estimates indicate that only 10% of the country's waste is being recycled, while uncollected and mismanaged waste contributes to flooding, land contamination, air and water pollution and leads to serious public health impacts.
- 2.4. Despite there being an enabling legislative environment for South African cities to take action, the challenges of inadequate human and financial resources, poor execution and lack of enforcement of existing regulations and by-laws persist across all metropolitan municipalities. In addition, according to the 2012 World Bank Report, the financial value of the formal South African waste sector (both public and private), which is estimated to be as high as R15.3bn or 0.51 percent of South Africa's gross domestic product (GDP), as well as the economic potential of the waste sector have still not been fully realised.
- 2.5. In an effort to ensure that the potential economic benefits of the waste sector are realised and to assist cities accelerate their transition to sustainability, the Department of Forestry Fisheries and Environment (DFFE) then DEA in collaboration with the Department of Planning, Monitoring and Evaluation (DPME) hosted the Operation Phakisa: Chemicals and Waste Economy Operation from 24 July-24 August 2017.

Operation Phakisa: Chemicals and Waste Economy was aimed at engaging on opportunities that call lead to reduction of impact on the environment, while growing the GDP contribution and creating jobs.

- 2.6. The session was attended by various sector stakeholders and high impact initiatives were identified, that would create new jobs, contribute to GDP growth and reduce the harmful impacts of chemicals and waste on the economy. Four (4) work streams and twenty (20) initiatives were identified.
- 2.7. One of the initiatives of the Phakisa Lab was to set a goal of a minimum of 50% of households separating waste at source (S@S) by 2024. This will in part be achieved through the increased participation rates in households separating at source.


3. OBJECTIVES

- 3.1. The Department of Forestry Fisheries and the Environment would like to appoint service provider to supply material for the pilot Separation @ Source Project in Bushbuckridge Local Municipality
 - 3.1.1. To ensure households practise separation of household waste at source (S@S);
 - 3.1.2. To ensure waste picker integration in the S@S project;
 - 3.1.3. To ensure they have clean and non-contaminated recyclables;
 - 3.1.4. To encourage residents to adopt recycling behaviour;
 - 3.1.5. To support the diversion of waste from going to landfill.


4. SCOPE AND EXTENT OF WORK

- 4.1. The appointed service provider is MUST supply and brand materials of high standard and within the required specifications stipulated below. The scope of work in relation to the overall objectives is as follows:
 - 4.1.1. The appointed service provider MUST appoint 10 beneficiaries guided by EPWP guidelines and Waste Picker Integration Guideline annexed to the Terms of Reference
 - 4.1.2. The appointed service provider MUST provide beneficiaries with branded PPE/ Conti-suit **(jacket must have DFFE and Phakisa logo on the right chest pocket and Bushbuckridge Local Municipality logo on left chest pocket. EPWP must be at the back of the jacket and right upper leg)**
 - 4.1.3. The appointed service provider MUST provide beneficiaries with safety boots
 - 4.1.4. The appointed service provider MUST provide beneficiaries with brand gloves
 - 4.1.5. The appointed service provider MUST provide beneficiaries with raincoats

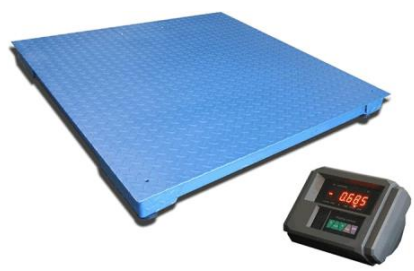
- 4.1.6. The appointed service provider MUST provide beneficiaries with branded T-shirts
- 4.1.7. The appointed service provider MUST provide beneficiaries with sun hats
- 4.1.8. The appointed service provider MUST supply and deliver 240L yellow bins to participating households
- 4.1.9. The appointed service provider MUST ensure that the wheelie bins are branded with Department of Forestry Fisheries and the Environment, Operation Phakisa: Chemicals and Waste Economy and Bushbuckridge Local Municipality logo. Branding must also include recycling logo and type of waste to be disposed on bin.
- 4.1.10. The appointed service provider MUST design the sticker (with all the logos mentioned above in 4.9) and ensure that it is approved by the Project Manager before printing

| | | |
|--|----------------------|---|
|  | Capacity | 240 L |
| | Material | HDPE |
| | Extension Top | 739mm x 580mm x 1,069mm |
| | Wheel Size | 200mm |
| | Maximum Load | 100 kg |
| | Color | Yellow |
| | Quantity | 1600 |
| | Properties | <ul style="list-style-type: none"> ✓ Frost-proof, chemical and UV resistant ✓ Smooth internal surface for easy cleaning and emptying ✓ High stability with metal axles ✓ Ergonomic handles for efficient handling ✓ EN 840 and RAL certification guarantee the highest quality |
| *Design should ensure that all logos are visible on all sides of the bin | | |

- 4.1.11. The appointed service provider MUST provide Heavy duty refuse bags for recycling purpose
Clear Refuse Bags - Heavy Duty - 30 Micron - 75 x 95 cm)
- 4.1.12. The appointed service provider MUST provide Polypropylene 1 ton woven bulk bags
- 4.1.13. The appointed service provider MUST provide Heavy duty steel platform trolley/ hand truck
(Load capacity – 1 ton)

| | | |
|---|-----------------------|----------------|
|  | Load Capacity | 1 Ton |
| | Material | Mild Steel |
| | Structure | Caged Platform |
| | Dimensions: | 914 x 610 mm |
| | No of wheels | 4 |
| | Quantity | 10 |
| | Operating type | Manual |
| <i>*Design should ensure that all logos are visible on the platform</i> | | |

4.1.14. The appointed service provider MUST procure 1 (one) x 3-ton heavy duty platform scale and ensure that the scale is installed and calibrated at the identified sorting station

| | | |
|---|----------------------------|------------------|
|  | Load Capacity | Up to 3 Ton |
| | Material | Mild Steel |
| | Structure | Electronic scale |
| | Platform dimension: | 1 m x 1 m |
| | Operating type | Digital |

4.1.15. The appointed service provider MUST provide Supply branded promotional material (Branding must speak to separation @ Source)

- 1600 Fridge Magnets
- 1600 Key holders

4.1.16. The appointed service provider MUST conduct *(with the support of Bushbuckridge Local Municipality and Department of Forestry Fisheries and the environment)* at least 1 waste management education and awareness campaigns at the pilot project area(s) before the project commences and 1 every quarter *(after every 3 months)* post commencement at the pilot project area and its surrounding for the duration of the project.

4.1.17. The appointed service provide MUST conduct *(with the support of Bushbuckridge Local Municipality and Department of Forestry Fisheries and the environment)* at least 1 clean-up

campaign per quarter (after every 3 months) at the pilot project area and its surrounding for the duration of the project.

- 4.1.18. The appointed service provider MUST provide some promotional material communicating to the practise of household waste separation at source (S@S) when conducting the above event listed in 4.8 and 4.9 respectively

Branding MUST include DFFE and Bushbuckridge Local Municipality logos

| BRANDING LOGOS | | | |
|---|--|--|---|
|  <p>forestry, fisheries & the environment Department: Forestry, Fisheries and the Environment REPUBLIC OF SOUTH AFRICA</p> |  <p>OPERATION PHAKISA CHEMICALS AND WASTE ECONOMY</p> |  <p>BUSHBUCKRIDGE LOCAL MUNICIPALITY</p> |  |

5. EXPECTED DELIVERABLES / OUTCOMES

5.1. The Service Provider shall be required to deliver the following:

- 5.1.1. 1600 x 240 L yellow wheelie bins branded and delivered to participating households in Dwarsloop, Bushbuckridge
- 5.1.2. 180 000 x Heavy duty refuse bags for recycling purpose (Clear Refuse Bags - Heavy Duty - 30 Micron - 75 x 95 cm) delivered to the municipality for each household weekly.
- 5.1.3. Appoint 10 beneficiaries under EPWP guidelines (Annexure A) and Waste Picker Integration guideline (Annexure B) to the Terms of Reference
- 5.1.4. 20 x PPE/ Conti-suits for beneficiaries provide
- 5.1.5. 10 x safety boots provided
- 5.1.6. 10 x pair of safety gloves provided
- 5.1.7. 10 x raincoats
- 5.1.8. 20 x branded T-shirts provided
- 5.1.9. 10 x branded sun hats
- 5.1.10. 10 x Polypropylene 1 ton woven bulk bags delivered to the municipality, the municipality MUST provide these woven bulk bags to identified waste pickers/ recyclers participating on the project

- 5.1.11. 10 Heavy duty steel platform caged trolley/ hand truck (Load capacity – 1 ton). The municipality MUST provide to identified waste pickers/ recyclers participating on the project
- 5.1.12. 1 x 3-ton heavy duty platform scale
- 5.1.13. 1600 fridge magnets supplied for the participating households (Branding must speak to Separation @ Source)
- 5.1.14. 1600 key holders supplied for the participating households (Branding must speak to Separation @ Source)
- 5.1.15. Quarterly written report with Portfolio of Evidence for the education and awareness campaign conducted must be compiled and submitted to the department and the municipality by the service provider
- 5.1.16. Quarterly written reports with Portfolio of Evidence of the clean-up conducted must be compiled and submitted to the department and the municipality by the service provider.
- 5.1.17. Monthly written reports must be compiled and submitted to the Department of Forestry Fisheries and the Environment and Bushbuckridge Local Municipality by the service provider. These reports must give an overview of the progress and challenges experienced during implementation
- 5.1.18. The service provider MUST participate in quarterly stakeholder engagements with the Department of Forestry Fisheries and the Environment and Bushbuckridge Local Municipality to discuss the progress of the project.

6. PERIOD / DURATION OF PROJECT / ASSIGNMENT

- 6.1. The appointed service provider will be appointed for a twenty-four (24) month period after signing of contract (Service Level Agreement) / MoA (Memorandum of Agreement) and an official purchase order will be issued to the service provider.
- 6.2. The materials are to be supplied and delivered within 30 days after receiving an official purchase order to the municipal addresses which will be provided by the Project Manager.

7. INFORMATION SITE VISITS

- 7.1. A non- compulsory project site briefing session will be held to give clarity to the interested bidders to clarify the scope and extend of work (as referred to in Paragraph 4). The bidders will have the opportunity

to ask questions where needed and will be taken to visit the proposed sites where the cameras and/or masts will be constructed and installed.

- 7.2. The Information site visits session will be held as follows:

Date: **20 January 2023**

Time: **10h00 am**

Venue: **Dwarsloop Municipal Offices** opposite Dwarsloop Complex

- 7.3. Request for clarification of the tender document, questions or queries, if necessary, must be submitted to DFFE representative as listed under technical enquiries at least seven (07) calendar days before the stipulated closing date and time of the tender in writing. However, DFFE shall not be liable nor assume liability for failure to respond to any questions and/or queries raised by the bidder.

8. COSTING / COMPREHENSIVE BUDGET

- 8.1. A comprehensive fixed costing must be provided on (SBD 3.3) inclusive of all disbursement costs, such as delivery costs, travelling and accommodation costs and other expenses inclusive of VAT.
- 8.2. Department of Forestry Fisheries and the Environment 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.
- 8.3. The service provider MUST use of SBD 3.3 to indicate their rates in line with the provisions of deliverables in section 5 above.
- 8.4. Price will be valid for 120 days.
- 8.5. Department of Forestry Fisheries and the Environment will not be held responsible for any costs incurred by the bidder in the preparation, presentation, and submission of the bids.
- 8.6. Travelling costs and time spent or incurred between home and office of Service Providers and Department of Forestry Fisheries and the Environment office will not be for the account of Department of Forestry Fisheries and the Environment

9. EVALUATION CRITERIA

- 9.1. The evaluation for this bid will be carried out in the following phases:
- Phase 1: Pre-compliance
 - Phase 2: Pre- Qualification
 - Phase 3: Local Content
 - Phase 4: Functionality Evaluation
 - Phase 5: Price and B-BBEE

9.2. PHASE 1: PRE-COMPLIANCE

9.2.1. During this phase bid documents will be reviewed to determine compliance with 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. Bids which do not satisfy the compliance criteria may not be evaluated further.

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 | SCM - SBD 1 - Invitation to Bid | Completed and signed |
| 4 | Tax Compliance and CSD Registration | Attached CSD registration number/ Proof of CSD registration and/ or SARS Tax Pin |
| 5 | SBD 3.1 - Pricing Schedule | Completed |
| 6 | SCM - SBD 4 – Bidders Disclosure | Completed and signed |
| 7 | SCM - SBD 6.1 - Preference Points Claim Form in terms of the Preferential Procurement Regulations 2017 | Completed and signed |
| 8 | SCM-SBD 6.2 & Annexure C | 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 |

9.3. PHASE 2: PRE-QUALIFICATION CRITERIA

9.3.1. The following pre-qualification criteria will apply and all bids that do not meet pre-qualification requirements may be disqualified and will not be evaluated further.

9.3.2. Bidders are required submit/ attach required documents with their proposal and to answer/ tick YES/ NO and attach a proof.

| PRE-QUALIFICATION CRITERIA | REQUIREMENT | COMPLY | |
|----------------------------|-------------|--------|----|
| | | YES | NO |

| | | | |
|--|---|--|--|
| | <p>Only service providers who are EME/QSE.</p> <p>Service providers are required to submit the following:</p> <ul style="list-style-type: none"> • an original or certified copy of the B-BBEE Status Level of contributor issued by SANAS, or • an original or certified copy of DTI B-BBEE Certificate in terms of Codes of good practice” indicating that service provider is an EME/ QSE, or • an original or certified copy of an EME/ QSE Sworn affidavit must be signed by the commissioner of oath and must indicate a financial year and an annual turnover. <p>Failure to submit an original or certified copy of the B-BBEE Status Level of contributor issued by SANAS or an original or certified copy of DTI B-BBEE Certificate or an original or certified copy of an EME/ QSE sworn affidavit will result on bid being non-responsive or disqualified.</p> | | |
|--|---|--|--|

9.4. PHASE 3: LOCAL PRODUCTION AND CONTENT

- 9.4.1. Does local production and content apply for this bid? **YES**
- 9.4.2. Regulation 8 of the Preferential Procurement Regulations, 2017 pertaining to the Preferential Procurement Policy Framework Act, act no 5 of 2000 provides for the designation of sectors in line with national development and industrial policies for local production.
- 9.4.3. To give effect to the above requirement the Textiles, Clothing, Leather and Footwear sector has been designated for local production and content with a minimum threshold of 100%.
- 9.4.4. Only locally produced or locally manufactured Textiles, Clothing, Leather and Footwear from local raw material or input will therefore be considered. If the raw material or input to be used for a specific item is not available locally, bidders should obtain written authorisation from the Department of Trade and Industry (the DTI) should there be a need to import such raw material or input.
- 9.4.5. Copy of the exemption letter must be submitted together with the bid document at the closing date and time of the bid.
- 9.4.6. The following designated sector of raw material or input issued by the Department of Trade and Industry will apply, bidders must complete and sign **SBD 6.2**.
- 9.4.7. SBD 6.2 must be submitted with the bid documents at the closing date and time of the bid. During this evaluation phase, bidder’s responses will be evaluated based on the documents submitted under local production and content.

9.4.8. Bidders who fail to comply with any of the minimum threshold of local production and content will be disqualified and will not be evaluated further.

9.4.9. Bidders are required to complete a table below by indicating yes or no.

Must be completed by bidder by answering yes or no and attach proof.

| # | COMPONENTS | STIPULATED MINIMUM THRESHOLD | COMPLY | |
|----|-----------------------|------------------------------------|--------|----|
| | | | YES | NO |
| 1. | Branded T-shirts | 100% | | |
| 2. | Safety Leather Gloves | 100% | | |
| 3. | Safety Boots | 100% | | |
| 4. | Conti-suits | 100% | | |
| 5. | Raincoats | 100% | | |
| 6. | Sun hats | 100% | | |
| 7. | Wheelie bins | 100% | | |

9.5 PHASE 4: FUNCTIONALITY CRITERIA

9.5.1 Only bid proposals that meet pre-compliance, pre-qualification and local production and content will be evaluated on functionality criteria.

9.5.2 The bidder must score a minimum of **75%**, during Phase 4 (functionality/ technical) of the evaluation to qualify for Phase 5 of the evaluation where only points for price and BBBEE will be considered.

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

9.5.4 The ratings from 1 to 5 as an indicator will be applicable when evaluating functionality:

| GUIDELINES FOR CATEGORY CRITERIA | FUNCTIONALITY: (GUIDELINES FOR CRITERIA APPLICATION) | | WEIGHT |
|---|--|-----------|--------|
| A PROPOSED PROJECT PLAN, METHODOLOGY AND MANAGEMENT OF THE PROJECT IN CONDUCTING AND IMPLEMENTATION OF PROJECTS. | Bidders should provide a detailed project plan with intermediate, and final outputs with identified timeframes/milestones of proposed methodology to implement the project | | |
| | Project plan, methodology and project management approach in procuring, branding transferring the assets | Indicator | 30 |
| | Project management approach, project plan and methodology well broken down; with detailed objectives and milestones | 5 | |
| | Project management approach, basic project plan, clear objectives and clear milestones. | 4 | |
| | Action plan provided with deliverables and timeframes. | 3 | |

| GUIDELINES FOR CATEGORY CRITERIA | FUNCTIONALITY: (GUIDELINES FOR CRITERIA APPLICATION) | | WEIGHT |
|---|---|-----------|--------|
| | Action plan provided with no deliverables and timeframes. | 2 | |
| | Task not well understood. | 1 | |
| | No information provided | 0 | |
| TECHNICAL CAPABILITY/ EXPERTISE AND TRACK RECORD OF BIDDER IN SUPPLY, BRANDING AND DELIVERY OF GOODS | Bidder (s) are required to demonstrate that they have the necessary resources and technical expertise to undertake and successfully complete the project. | | |
| | Bidder (s) should submit positive reference letters signed by authorised personnel on the business letterhead. | | |
| | Bidders' track record in supply, branding and delivery. | Indicator | 20 |
| | 5 x Projects completed with duly signed References Letters, completion certificates | 5 | |
| | 4 x Projects completed with duly signed References Letters completion certificates | 4 | |
| | 3 x Projects completed with duly References Letters completion certificates | 3 | |
| | 2 x Projects completed with duly signed References Letters completion certificates | 2 | |
| | 1 x Projects completed with duly signed References Letters completion certificates | 1 | |
| | 0 x Project completed with duly signed References Letters completion certificates | 0 | |
| QUALIFICATIONS OF THE PROJECT LEADER/ MANAGER TO BE ASSIGNED TO THE PROJECT IN ENVIROMENTAL MANEGMENT / SCIENCE | Bidder (s) should submit certified copies of academic certificates in Environmental Management or Environmental Sciences field. | | |
| | Qualifications of the Project Manager | Indicator | 10 |
| | A degree qualification (s) or equivalent | 5 | |
| | A three-year diploma qualification (s) or equivalent | 4 | |
| | Two years diploma | 3 | |
| | A certificate qualification (s) | 2 | |
| | A senior certificate (s) | 1 | |
| | No qualification (s) attached/ submitted | 0 | |
| TECHNICAL CAPABILITY/ EXPERTISE AND TRACK RECORD OF THE PROJECT | Bidder (s) should submit curriculum vitae for the Supervisor/Project Leader proposed to be employed on the project. Curriculum vitae are to include specific details of the Supervisor/Project Leader including, inter alia, relevant experience and to include three | | |

| GUIDELINES FOR CATEGORY CRITERIA | FUNCTIONALITY: (GUIDELINES FOR CRITERIA APPLICATION) | WEIGHT |
|---|---|-----------|
| LEADER/ MANAGER TO BE ASSIGNED TO THE PROJECT | reliable reference, technical qualifications, and experience in Environmental Management/ Environmental sciences and Project Management | |
| | Experience of the Project Manager | Indicator |
| | 5 years 'or more experience | 5 |
| | 4 and less than 5 years' experience | 4 |
| | 3 and less than 4 years' experience | 3 |
| | 2 and less than 3 years' experience | 2 |
| | 1 year and less than 6 months' experience | 1 |
| | No experience | 0 |
| BIDDER(S) ARE REQUIRED TO DEMONSTRATE WITH POSITIVE REFERENCE LETTERS THE COMPANY'S PAST EXPERIENCE AND COMPETENCY RELEVANT IN COMMUNITY/ STAKEHOLDER ENGAGEMENT ENGAGEMENT(S) AND WASTE MANAGEMENT | The company's experience, track record such as positive reference letters and knowledge in community/ stakeholder engagement and waste management | |
| | The letter must cover project scope of a similar nature which were successfully completed in the previous year's community/ stakeholder engagement and waste management | |
| | Company's experience in community/ stakeholder engagement and waste management | Indicator |
| | 5 x Projects completed with duly signed References Letters, completion certificates | 5 |
| | 4 x Projects completed with duly signed References Letters completion certificates | 4 |
| | 3 x Projects completed with duly References Letters completion certificates | 3 |
| | 2 x Projects completed with duly signed References Letters completion certificates | 2 |
| | 1 x Projects completed with duly signed References Letters completion certificates | 1 |
| | 0 x Project completed with duly signed References Letters completion certificates | 0 |

| GUIDELINES FOR CATEGORY CRITERIA | FUNCTIONALITY: (GUIDELINES FOR CRITERIA APPLICATION) | WEIGHT |
|--|--|-----------|
| | | |
| SERVICE PROVIDER TO PROVIDE MUNICIPAL RATES STATEMENT/ RENTAL AGREEMENT INDICATING AREA OF OPERATION | The Service Provider should appoint at least 70% of the local people within Bushbuckridge Local Municipality. | |
| | Service Provider to provide municipal rates statement/ signed lease agreement indicating area of operation | |
| | Municipal rates statement/ Rental agreement indicating area of operation | INDICATOR |
| | Service Provider situated within 50km radius of Bushbuckridge head office in Mpumalanga (R533 Graskop Road, Opposite Mapulaneng Driving Licensing Testing Centre). | 5 |
| | Service Provider situated more than 50km and less then 90km radius of Bushbuckridge head office in Mpumalanga (R533 Graskop Road, Opposite Mapulaneng Driving Licensing Testing Centre). | 4 |
| | Service Provider situated more than 90km and less than 140km radius of Bushbuckridge head office in Mpumalanga (R533 Graskop Road, Opposite Mapulaneng Driving Licensing Testing Centre). | 3 |
| | Service Provider situated more than 140km and less than 190km radius of Bushbuckridge head office in Mpumalanga (R533 Graskop Road, Opposite Mapulaneng Driving Licensing Testing Centre). | 2 |
| | Service provider situated more than 190km and less than 240km radius of Bushbuckridge head office in Mpumalanga (R533 Graskop | 1 |

| GUIDELINES FOR CATEGORY CRITERIA | FUNCTIONALITY: (GUIDELINES FOR CRITERIA APPLICATION) | | WEIGHT |
|--------------------------------------|--|---|------------|
| | Road, Opposite Mapulaneng Driving Licensing Testing Centre). | | |
| | Service provider situated more than 240km radius of Bushbuckridge head office in Mpumalanga (R533 Graskop Road, Opposite Mapulaneng Driving Licensing Testing Centre). | 0 | |
| TOTAL POINTS ON FUNCTIONALITY | | | 100 |

9.6 PHASE 5: PRICE AND BBBEE

9.6.1 Bid will be awarded to a bidder with the highest points on price and BBBEE on condition that they have met all phases of the evaluation criteria and complied with the tender requirements set out in the tender document.

9.6.2 The department reserves the right to negotiate prices that are not deemed market related and not to award the tender to the bidder with the lowest price.

9.6.3 Preference point system applicable for this bid is:

| | |
|--------------|------------|
| 80:20 | YES |
|--------------|------------|

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

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

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

10 BID SUBMISSION REQUIREMENTS

- 10.1** Bidders should ensure that the following submission requirements, which will be needed for evaluation purposes are included in their bid proposal and are as follows:
- 10.1.1.** The service provider must draft a table of 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 for detailed price schedule.
- 10.1.3.** The information in the CV of the proposed Project/ Team Leader should include relevant experience in the chosen area of expertise.
- 10.1.4.** Project reference specifying the role played by the service provider in the listed projects or assignments.
- 10.1.5.** The profile of the company should include a full description of similar work undertaken.
- 10.1.6.** Positive reference letters that specify the role played by the service provider in the listed projects or assignments, project value and the duration of the project (start and end date).
- 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 ,6.1, 6.2 & Annexure C).
- 10.1.9.** Copy of Central Supplier Database (CSD) report or tax pin certificate from SARS.

11 LEGISLATIVE FRAMEWORK OF THE BID

11.5 Tax Legislation

- 11.5.1** Bidder must at all time attempt to be compliant when submitting 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).

- 11.5.2** 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 R500 000 has been exceeded in the past 12-month period.
- 11.5.3** Bidders who meet the above requirement must register as VAT vendors, if successful, within one month of award of the bid.
- 11.5.4** SARS Tax Status Pin requirements / or Central Supplier Database (CSD) number or report must be provided.

11.6 Procurement Legislation

- 11.6.1** Bidders should be cognisant of the legislation and/or standards specifically applicable to the services.
- 11.6.2** Bidders are requested to submit a valid B-BBEE Status Level Verification Certificate issued by SANAS, or Accredited Verification Agency; or B-BBEE Certificate issued by CIPC, or Sworn Affidavit commissioned by Commissioner of Oaths together with their bids.
- 11.6.3** If the application is made by a Joint Venture or Partnership, the accreditation credentials in name of joined entities should be submitted. Members in the joint venture must meet the requirement of the proposal.

11.7 Privacy and Protection of Personal Information Act 4 of 2013

- 11.7.1** Protecting personal information is important to the Department of Forestry, Fisheries, and the Environment. To do so, DFFE follows general principles in accordance with applicable privacy laws and the Protection of Personal Information Act 4 of 2013 (POPIA).
- 11.7.2** 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 services providers and third parties.
- 11.7.3** DFFE will process personal information only with the knowledge and authorisation of the bidder/respondent and will treat 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.
- 11.7.4** 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.
- 11.7.5** In responding to this bid, DFFE acknowledges that it will obtain and have access to 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 the purpose of evaluation and subsequent award of the tender and in accordance with any applicable law.

12 SPECIAL CONDITIONS OF CONTRACT

- 12.5** On appointment, the performance measures for the delivery of the project will be closely monitored by the Project Manager.
- 12.6** The Programme Manager shall do the ongoing management of the Service Level Agreement.
- 12.7** Appointed service provider will be subjected to security vetting and screening.
- 12.8** The appointed Service Provider will be subjected to security vetting and screening.
- 12.9** All the conditions specified in the **General Conditions of Contract (GCC)** will apply and where the conditions in the special conditions of contract contradicts the conditions in the general conditions of contract the special conditions of contract will prevail.
- 12.10** The service provider must guarantee the presence of the Project Manager in charge of programme throughout the duration of the contract.
- 12.11** Prior to the appointment of a replacement, the Programme Manager must approve such appointment. If the senior must leave the project, a period of at least a month is required in which the senior must work parallel with the next person (senior consultant with similar expertise and equal years of experience) appointed to be able to transfer skills and knowledge.
- 12.12** The service provider shall notify the Department 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.
- 12.13** A Letter of Authority to sign documents on behalf of the company.
- 12.14** The service provider will submit monthly and quarterly progress reports as per the agreed to workplan, to the Programme Manager, within 3 days after the set date
- 12.15** The proposals should be submitted with all required information containing technical information.
- 12.16** Bidders failing to meet pre-compliance requirements may be automatically disqualified.
- 12.17** Service providers are requested to submit any of the following documents as proof of B-BBEE Status level of contributor:
 - a. B-BBEE status level Certificate issued by a Verification Agency accredited by SANAS.
 - b. A Sworn Affidavit as prescribed by the B-BBEE Codes of Good Practice; and
 - c. B-BBEE certificate issued by the Companies and Intellectual Property Commission.
 - d. SBD 6.1 must also be duly completed, signed, and submitted alongside the bid to claim preference points. Failure to do so will result in B-BBEE preference points being forfeited.

- e. A trust, consortium or joint venture will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- f. A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate proposal.
- g. In the event that the application is made by a Joint Venture or Partnership, the accreditation credentials in name of joined entity should be submitted. Both members in the joint venture must meet the requirement of the proposal.

12.18 Poor or non-performance by the bidder will result in cancellation of works orders.

12.19 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.

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

13 SUB-CONTRACTING CONDITIONS/ REQUIREMENTS

13.5 In case a tenderer is intending to sub-contract portion of work, such tenderer awarded a contract shall only enter into sub-contracting arrangements with the approval of the Department.

13.6 In relation to a designated sector, a contractor will not be allowed to subcontract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.

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

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

14 PAYMENT TERMS

14.5 DFFE undertakes to pay out in full or as per deliverables within 30 (thirty) days all valid claims for work done to its satisfaction upon presentation of a substantiated claim and the required reports stipulated in

special conditions. No payment will be made where there is outstanding information/ work not submitted by the Service Provider/s until that outstanding information is submitted.

15 TECHNICAL ENQUIRIES

15.5 Should you require any further information in this regard, please do not hesitate to contact:

Name: Abigail Khoza – Deputy Director
Office Telephone No: (012) 399 9500
E-Mail: akhoza@dfpe.gov.za

Name: Levy Mokoena
Office Telephone No:
E-Mail: Mokoenalevy8@gmail.com

16 ANNEXURE A _ PRICING SCHEDULE

| | ACTIVITY | TOTAL AMOUNT |
|----|---|--------------|
| 1 | 1600 x Branded and supply 240 L yellow wheelie bins | R _____ |
| 2 | 180 000 x Heavy duty refuse bags for recycling purpose (Clear Refuse Bags – Heavy Duty – 30 Micron – 75 x 95 cm) | R _____ |
| 3 | 10 x beneficiaries appointed under EPWP | R _____ |
| 4 | 20 x branded PPE/ conti-suits | R _____ |
| 5 | 10 x safety boots with steel toe cap | R _____ |
| 6 | 10 x safety gloves | R _____ |
| 7 | 20 x branded T-shirts | R _____ |
| 8 | 10 x branded sun hats | R _____ |
| 9 | 10 x raincoats | R _____ |
| 10 | 10 x Polypropylene 1 ton woven bulk bags | R _____ |
| 11 | 10 x Heavy duty steel platform trolley/ hand truck (Load capacity – 1 ton) | R _____ |
| 12 | 1 x 3-ton heavy duty platform scale | R _____ |
| 13 | 1 600 x Fridge magnets | R _____ |
| 14 | 1 600 x Fridge magnets | R _____ |
| 15 | Branding design | R _____ |
| 16 | Project Management | R _____ |
| 17 | | |
| | Sub Total | R _____ |
| | VAT @ 15% | R _____ |
| | Total cost | R _____ |
| | | |
| | | |

ENVIRONMENT PROTECTION AND INFRASTRUCTURE PROGRAMMES



GUIDELINES FOR THE RECRUITMENT AND APPOINTMENT OF THE PARTICIPANTS ON THE ENVIRONMENTAL PROTECTION AND INFRASTRUCTURE PROGRAMMES



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



**GUIDELINES FOR THE RECRUITMENT AND APPOINTMENT OF THE PARTICIPANTS ON THE
ENVIRONMENTAL PROTECTION AND INFRASTRUCTURE PROGRAMMES**

Third Edition

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ACRONYMS/ABBREVIATIONS

| ACRONYMS/ABBREVIATIONS | MEANING |
|------------------------|--|
| BE | Biodiversity Economy |
| DEA | Department of Environmental Affairs |
| DFFE | Department of Forestry, Fisheries and the Environment |
| DOJ & CD | Department of Justice & Constitutional Development |
| DWA | Department of Water Affairs |
| EP | Environmental Programmes |
| ESP | Environmental Sector Performance |
| EPIP | Environmental Protection and Infrastructure Programmes |
| EPWP | Expanded Public Works Programme |
| GOSM | Greening & Open Space Management |
| IMSC | Information Management and Sector Coordination |
| NRM | Natural Resources Management |
| SRPP | Social Responsibility Policy and Projects |
| PAC | Project Advisory Committee |
| P&P | People and Parks |
| PWDs | People with Disabilities |
| SMMEs | Small Medium and Micro Enterprises |
| WfL | Working for Land |
| WfTC | Working for the Coast |
| WfW | Working for Wetlands |
| WoF | Working on Fire |
| WoW | Working on Waste |
| YED | Youth Empowerment and Development |
| | |

1. INTRODUCTION

This revised guideline document seeks to align with new developments in the department, such as name change, the new name is the Department of Forestry, Fisheries and the Environment DFFE as well as structures of both the department and the Environmental Programmes (EP) branch. The document outlines the processes to be followed by the Service Providers of the department when recruiting and appointing participants for EPIP projects, whilst taking into account the experiences and lessons acquired since the previous versions. It begins with the background of DFFE, Environmental Programmes branch and the Environmental Protection and Infrastructure Programmes (EPIP) and its linkages to the national Expanded Public Works Programme (EPWP). The guidelines are then presented covering the principles, criteria and activities to be considered throughout the appointment and recruitment process of EPIP project participants.

2. BACKGROUND

2.1 The Department of Forestry, Fisheries and the Environment (DFFE)

The legal mandate and core business of the Department of Forestry, Fisheries and the Environment is to manage, protect and conserve South Africa's environment and natural resources and promote sustainable development. The mandate of the department is derived from the Constitution of the Republic of South Africa. According to chapter 2 (Bill of Rights) and section 24 of the Constitution of the Republic guarantee everyone the right to an environment that is not harmful to their health or well-being; and to have the environment protected, for the benefit of present and future generations, through reasonable legislative and other measures that (RSA: DoJ & CD, 1996):

- i. Prevent pollution and ecological degradation;
- ii. Promote conservation;
- iii. Secure ecologically sustainable development and use of natural resources while promoting justifiable economic and social development.

2.2 Environmental Programmes (EP) branch

The Environmental Programmes (EP) is one of the branches within the Department of Forestry, Fisheries and the Environment (DFFE), which is responsible for identifying and ensuring implementation of programmes that employ Expanded Public Works Programmes (EPWP) principles to contribute towards addressing unemployment in line with the "decent employment through inclusive economic growth" outcome, by working with communities to identify local opportunities that will benefit the communities.

The Environmental Programmes (EP) branch was established in 2012 after the restructuring of government by the newly appointed administration. The Working for Water (WfW) programme and Working on Fire (WoF) were migrated from the then Department of Water Affairs (DWA) to the Department of Forestry, Fisheries and the Environment (then the Department of Environmental Affairs) to form Natural Resources Management (NRM). NRM together with the then Social Responsibility Policy and Projects/ SRPP (now Environmental Programmes and Infrastructure Programmes/EPIP from the then Department of Environmental Affairs) merged to form Environmental Programmes Branch. This resulted in the formation of a new component within EP branch called Information Management, and Sector Coordination (IMSC), which is responsible to provide support to both EPIP and NRM (EPIP and NRM are project implementation wings of the department). Subsequently in 2020, the Environmental Sector Performance (ESP) portfolio was incorporated into the EP branch with the mandate to provide leadership, strategic, centralised administration, and environmental conflict management, facilitate effective cooperative governance, environmental education and awareness for the broader Environmental Sector.

EP Branch, through the Departmental Strategic Plan, contributes to the following outcomes (RSA: DFFE, 2020):

- a) More decent jobs created and sustained, with youth, women and persons with disabilities prioritised;
- b) Ecosystems rehabilitated and managed;
- c) Integrated fire management;
- d) Infrastructure, adaptation and disaster risk reduction; and
- e) Healthy, clean and safe coastal environment.

2.3 Environmental Protection and Infrastructure Programmes (EPIP)

The Environmental Protection and Infrastructure Programmes (EPIP) is one of the vehicles through which DFFE contributes to the government's Expanded Public Works Programme (EPWP). EPIP thus manages the identification, planning and implementation of programmes that mirror and support the mandate of the department, whilst at the same time creating the much needed jobs and skills development opportunities. The programme currently comprises of the following focus areas under which projects are implemented: Working for Land, Working for the Coast, Working on Waste, People &

Parks, Biodiversity Economy, Greening and Open Space Management as well as Youth Empowerment and Development. The objectives of EPIP are better environmental management practices, job creation, skills development and strengthening support to Small Medium and Micro Enterprises (SMMEs).

3. RATIONALE FOR THE REVIEW

EPIP has been in existence for more than two (2) decades implementing projects under the auspices of the Expanded Public Works Programme and several lessons have been learnt, which include amongst others but not limited to the following:

- The DFFE/EPIP brand is not visible enough due to lack of knowledge and awareness of the programme from the participants, who assume that the projects belong to the municipality, provincial public entities and/or the Department of Public Works.
- Project workers often have limited or incorrect information about the programme, projects or their specific employment conditions.
- Reports of less than transparent and fair recruitment practices with Ward Councillors recruiting their own constituents.
- Political influence has been viewed as having an impact in the recruitment of participants for the EPWP projects.
- Reports of factors that hindered optimum participation in the workplace.

The original version of the recruitment and appointment guideline has therefore been revised to address identified gaps and challenges on the ground. The second edition of the guideline document also incorporated measures to ensure compliances with Section 1(g) of the amended Construction Regulations of 07 February 2014 that requires the principal contractor and sub-contractor(s) to "ensure that all his or her employees have a valid medical certificate of fitness specific to the construction work to be performed and issued by an occupational health practitioner...." (Department of Labour, 2014). This third edition seeks to incorporate strategic developments on the departmental name and changes to the structure of the department and the EP branch.

4. OBJECTIVE

The aim is to enhance efficiency and effectiveness of the appointment and recruitment process of the Environmental Protection and Infrastructure Programmes (EPIP) towards the attainment of the programme objectives, outputs and outcomes.

5. RECRUITMENT AND APPOINTMENT PRINCIPLES

The recruitment and appointment practices for the 90% of work opportunities are based on the principles of equity, fairness, transparency and openness as well as locality.

5.1 Equity: recruitment and appointment into projects should target the unemployed in general with a specific bias towards women, youth and people with disabilities (65% Youth, 60% Women and 2% for PwDs).

5.2 Fairness: unemployed people should be afforded equal access to work opportunities presented by the project. Poverty has no bias and therefore any project aimed at poverty alleviation should not seek to discriminate against any unemployed individuals.

5.3 Transparency & Openness: recruitment and appointment into projects should be an open process to the effect that all stakeholders have confidence in the process. Secrets or hidden activities result in mistrust and may lead to confusion and conflicts during the implementation of the projects.

5.4 Locality: recruitment shall be limited to the unemployed in the immediate vicinity/area in which the project is to be implemented, thus, eliminating the exorbitant costs of transportation of workers to and from the workplace. Exceptions will be made when the project is remotely located whereby participants will be recruited from places afar.

6. RECRUITMENT CRITERIA

Identification, communication of work opportunities, sourcing and selection of participants should be carried out in line with the requirements of contract signed between the Department and the Service Providers.

6.1 Identification of work opportunities

6.1.1 The approved business/project plan should be used to inform the available work opportunities in a project. The business plan specifies the number and categories of available work opportunities. The equity principle or targets should always be observed in identifying work opportunities i.e. 65% youth, 60% women and 2% People with Disabilities (PWDs).

6.1.2 At least 90% of work opportunities should strictly be identified and reserved for the local community and 10% should be identified and reserved for use by the Service Provider in case where there is a need for utilisation of scarce skills in the project which might not be available locally.

6.1.3 When identifying opportunities, particular focus to locality (being the village and/or ward where the project is implemented) will have to be adhered to and might then expand exponentially to adjacent areas in the event that there can be no more needy unemployed in the area.

6.2 Communicating available work opportunities

6.2.1 The quantities and categories of available work opportunities and percentages of equity targets should be presented to the Project Advisory Committee (PAC). The PAC should advise on the best available options that should be used to source participants from the local community adjacent to the project location.

6.2.2 The Project Advisory Committee should mandate two representatives from its committee to work together with the Service Provider in the selection process. The official/s of the Department should be limited to an advisory role.

6.2.3 At all stages, the visibility of the EPIP brand must be maintained. All stakeholders should be aware of the role that the department is playing.

6.3 Sourcing workers

6.3.1 A project-specific recruitment plan or strategy should be prepared by the Service Provider and agreed to by project stakeholders through the PAC. This plan or strategy may use any of the following options to source participants from the local community depending on the applicability of such options in the affected community and proof of the recruitment process followed must be submitted to the department.

6.3.1.1 *Unemployed/ indigent list option:* Official unemployed / indigent list should be obtained from the local municipality within which the project is taking place. In instances where the project takes place in more than one municipality, unemployment lists should also be obtained from the other municipalities.

6.3.1.2 *Ward Council option:* This option should be applicable in instances where the municipality does not have an official unemployment list. A ward council should be requested to obtain and provide a list of unemployed women, youth and people with disability within the ward in which the project will be implemented. If the project is taking place in more than one ward, the list should be obtained from the different wards in which the project is going to be implemented and recruitment shall be done proportionally. In an event that there are no people seeking employment in the ward, adjacent wards can be used to source the unemployed.

6.3.1.3 *Traditional Council option:* This option should be applicable in instances where the municipality does not have an official unemployment list and where the community within which the project is taking place is under the jurisdiction of traditional council. A traditional council should be requested to provide a list of the unemployed people taking into consideration the women, youth and people with disability under its jurisdiction. If the project is taking place in more than one traditional council area, the lists should be obtained from other traditional councils.

6.3.1.4 *Local Advertisement option:* This option should only be applicable in instances where skilled workers could not be found through use of any of the above options. This option should only be used to source skilled workers required in the project to execute work other than labour. An advertisement or announcement should be issued and made available or posted in recognised public areas within the community requesting applications from interested local people within a reasonable period not exceeding 14 days. Applications sourced through this option should be directed to the Service Provider through cost effective means e.g. hand-delivery.

6.4 Selecting potential workers

6.4.1 The Service Provider should facilitate the meeting of the selection panel to select participants for the available work opportunities. The selection process and the outcome thereof must strictly adhere to the quantities, categories of work opportunities and equity targets as set out in the approved business plan.

6.4.2 Work opportunities should be limited only to unemployed South African nationals. Only participants with South African citizenship should be eligible for selection.

6.4.3 The following criteria are recommended to target the poorest of the poor (Department of Public Works, 2013):

- People from households where the head of the household has less than a primary school education.
- People from households where they have less than one full time person earning an income.
- People from households where subsistence agriculture is the source of income.
- People who are in receipt of any social security grant in the form of disability grants, child grants and pensioners where applicable. It should be noted that people from households that are receiving grants are considered poor and are eligible to be working in EPWP projects.

In addition, a maximum of two people per household should be considered for employment in one project per locality.

6.4.4 The final selection list of potential participants produced by the selection panel should be used by the Service Provider in the appointment process (Please refer to section 6 on replacement activities).

7. APPOINTMENT ACTIVITIES

Signing of contracts, induction, determining the duration of employment as well as training on Occupational Health and Safety (OHS) should be carried out during the appointment process and once the selection process has been completed.

7.1 Signing of employment contracts

7.1.1 Signing of employment contracts between participants and the Service Providers should be carried out on the first day of commencement of actual work.

7.1.2 The contracts must clearly specify that the Service Providers is the employer and that no project shall pay less than the minimum daily wage as determined by the Minister of Employment and Labour for all Expanded Public Works Programmes through the applicable Ministerial determination.

7.1.3 Contracts of employment should make provision for the conditions of employment applicable to Special Public Works Programme as determined from time to time by the Minister of Employment and Labour through the Ministerial Determination and Code of Good Practice and such shall be made available to all participants.

7.2 Induction

7.2.1 Selected participants should be called in for induction by the Service Provider. The induction should serve the purpose of introducing participants into the project including its objectives broadly as well as expected outputs and outcomes in the form of project deliverables on the ground. Other aspects to be dealt with in the session should include detailed information on the EPWP and linkages to EPIP, the expectations as well as targets, medical fitness test/examinations, conditions of employment and training opportunities available.

7.3 Duration of employment

7.3.1 The duration of employment of participants in the project will be limited to the duration of actual work to be carried out in a project and such duration will not go beyond the approved project end date.

7.3.2 Once the employment duration has expired, the Service Providers has no obligation whatsoever to extend the employment contract or to re-appoint any of the participants involved in a project.

7.4 Health & Safety

7.4.1 All appointed participants should undergo medical fitness test prior to commencement of actual work and their reports to be kept on their personal files. The tests should also be repeated at the end of the project.

7.4.2 Health and safety training should be carried out for all appointed participants after the signing of employment contracts and before the commencement of actual work. No participants should be allowed to start actual work on project unless they have undergone or there is sufficient proof that they have undergone health and safety training.

7.4.3 The appointment process can only be considered as complete once the training on health and safety has been

concluded.

8. REPLACEMENT ACTIVITIES

8.1 Replacement of participants can occur due to resignation, dismissal, lengthy absence without approval (abscondment), death occurrence of any of the participants or maternity leave.

8.2 Vacant work opportunities should be filled in within a period not exceeding 21 days after confirmation of such.

9. REFERENCES

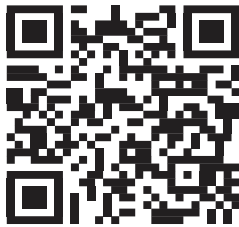
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THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

July 2010

GOVERNMENT PROCUREMENT
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NOTES

The purpose of this document is to:

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

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

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

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General Conditions of Contract

1. Definitions

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

RSA.

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

obligations of the supplier covered under the contract.

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

2. Application

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

3. General

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

4. Standards

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

5. Use of contract documents and information; inspection.

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

6. Patent rights

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

7. Performance security

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

8. Inspections, tests and analyses

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

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

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

9. Packing

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

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

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

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

14. Spare parts

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

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

15. Warranty

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

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

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

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

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

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

16. Payment

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

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

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

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

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

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

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

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

may be due to him

25. Force Majeure

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

28. Limitation of liability

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

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

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



DEPARTMENT OF FORESTRY, FISHERIES AND THE ENVIRONMENT

BAS ENTITY MAINTENANCE FORM

Head Office Only

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

The Director General

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

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

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

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

Please ensure information is validate as per required bank screens .

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

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

Company / Personal Details

Registered Name

Trading Name

Tax Number

VAT Number

Title:

Initials:

Full Names

Surname

Persal Number

Address Detail

Address

(Compulsory if Supplier)

Physical

Postal

Postal Code

New Detail

☐ New Supplier information ☐ Update Supplier information

Supplier Type:

☐ Individual
☐ Company
☐ CC

☐ Department
☐ Trust
☐ Other (Specify)

☐ Partnership

☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐

Department Number

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