



## forestry, fisheries & the environment

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

### **INVITATION TO BID BID NUMBER: DFFE-T061(22/23)**

THE ENLISTMENT OF TRAINING PROVIDERS ON THE PANEL OF ACCREDITED TRAINING SERVICE PROVIDERS FOR THE IMPLEMENTATION OF TRAINING PROJECTS FUNDED BY THE DEPARTMENT THROUGH THE ENVIRONMENTAL PROTECTION AND INFRASTRUCTURE PROGRAMME (EPIP) ON AN “AS AND WHEN REQUIRED BASIS” OVER A PERIOD OF THREE (3) YEARS

Contact persons:

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Contact persons:

Name : Ms Ntokozo Sibeko  
Office Telephone No. : (012) - 399 9688  
E-Mail : [NSibeko@dff.gov.za](mailto:NSibeko@dff.gov.za)

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

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

**CLOSING DATE OF THE BID: 23 JANUARY 2023 AT 11H00AM**

## PART A INVITATION TO BID

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)</b>					
BID NUMBER:	DFFE- T061(22/23)	CLOSING DATE:	23 JANUARY 2023	CLOSING TIME:	11:00AM
DESCRIPTION	THE ENLISTMENT OF TRAINING PROVIDERS ON THE PANEL OF ACCREDITED TRAINING SERVICE PROVIDERS FOR THE IMPLEMENTATION OF TRAINING PROJECTS FUNDED BY THE DEPARTMENT THROUGH THE ENVIRONMENTAL PROTECTION AND INFRASTRUCTURE PROGRAMME (EPIP) ON AN "AS AND WHEN REQUIRED BASIS" OVER A PERIOD OF THREE (3) YEARS				
<b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)</b>					
Department of Forestry, Fisheries and the Environment ; The Environment House,					
473 Steve Biko Road; Cnr Soutpansberg and Steve Biko Road, Arcadia Pretoria /Tshwane					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>			<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>		
CONTACT PERSON	SCM Practitioner		CONTACT PERSON	Mr Philemon Hlagala Ms Ntokozo Sibeko	
TELEPHONE NUMBER	012 399 9670/9671/9055		TELEPHONE NUMBER	(012) - 399 9686 / (012) - 399 9688	
FACSIMILE NUMBER	N/A		FACSIMILE NUMBER	N/A	
E-MAIL ADDRESS	<a href="mailto:Tenders@dffe.gov.za">Tenders@dffe.gov.za</a>		E-MAIL ADDRESS	<a href="mailto:PHlagala@dffe.gov.za">PHlagala@dffe.gov.za</a> <a href="mailto:NSibeko@dffe.gov.za">NSibeko@dffe.gov.za</a>	
<b>SUPPLIER INFORMATION</b>					
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	
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>					
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 ]	
<b>QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

## PART B TERMS AND CONDITIONS FOR BIDDING

<b>1. BID SUBMISSION:</b>
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. <b>ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.</b>
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4. <b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).</b>
<b>2. TAX COMPLIANCE REQUIREMENTS</b>
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE 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-T061 (22/23)
CLOSING TIME 11h00AM	CLOSING DATE: 23 JANUARY 2022

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

**DESCRIPTION: THE ENLISTMENT OF TRAINING PROVIDERS ON THE PANEL OF ACCREDITED TRAINING SERVICE PROVIDERS FOR THE IMPLEMENTATION OF TRAINING PROJECTS FUNDED BY THE DEPARTMENT THROUGH THE ENVIRONMENTAL PROTECTION AND INFRASTRUCTURE PROGRAMME (EPIP) ON AN "AS AND WHEN REQUIRED BASIS" OVER A PERIOD OF THREE (3) YEARS**

\*\*(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.....

Name of Bidder: .....

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

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

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

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

\*[DELETE IF NOT APPLICABLE]

Any enquiries regarding bidding procedures may be directed to the –

Department of Forestry Fisheries and the Environment

**Contact Person: SCM Practitioner**

**Tel: (012) 399 9670/9671**

**E-mail: [Tenders@dfre.gov.za](mailto:Tenders@dfre.gov.za)**

Or for technical information –

**Name : Mr Philemon Hlagala**

**Office Telephone No. : (012) - 399 9686**

**E-Mail : [PHlagala@dfre.gov.za](mailto:PHlagala@dfre.gov.za)**

**Or**

**Name : Ms Ntokozo Sibeko**

**Office Telephone No. : (012) - 399 9688**

**Email : [NSibeko@dfre.gov.za](mailto:NSibeko@dfre.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 interest<sup>1</sup> in the enterprise, employed by the state? **YES/NO**

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

Full Name	Identity Number	Name of State institution

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

---

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

2.2.1 If so, furnish particulars:

.....  
 .....

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

2.3.1 If so, furnish particulars:

.....  
 .....

### 3 DECLARATION

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

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

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

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
<b>PRICE</b>	80
<b>B-BBEE STATUS LEVEL OF CONTRIBUTOR</b>	20
<b>Total points for Price and B-BBEE must not exceed</b>	<b>100</b>

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		
<b>OR</b>		
Any EME		
Any QSE		

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

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

8.2 VAT \_\_\_\_\_ registration  
number:.....

8.3 Company \_\_\_\_\_ registration  
number:.....

**8.4 TYPE OF COMPANY/ FIRM**

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

[TICK APPLICABLE BOX]

**8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

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

**8.6 COMPANY CLASSIFICATION**

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

[TICK APPLICABLE BOX]

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

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

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

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

## WITNESSES

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

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

DATE: .....

ADDRESS .....

.....  
.....



**forestry, fisheries  
& the environment**

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

**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) (B-BBEE), THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 (ACT NO. 5 OF 2000) AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.**

#### **TERMS OF REFERENCE**

**THE ENLISTMENT OF TRAINING PROVIDERS ON THE PANEL OF ACCREDITED TRAINING SERVICE PROVIDERS FOR THE IMPLEMENTATION OF TRAINING PROJECTS FUNDED BY THE DEPARTMENT THROUGH THE ENVIRONMENTAL PROTECTION AND INFRASTRUCTURE PROGRAMME (EPIP) ON AN “AS AND WHEN REQUIRED BASIS” OVER A PERIOD OF THREE (3) YEARS**

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## 1. PURPOSE

- 1.1. The purpose of this contract is to establish a panel of service providers that meet the requirements of this bid process to Education, Training and Development (ETD) services encompassing generic, core and technical training services to the specific requirements of the Department through the Environmental Protection and Infrastructure Programme (EPIP) as and when required, over a period of three (3) years.

## 2. INTRODUCTION AND BACKGROUND

- 2.1 Environmental Protection and Infrastructure Programme (EPIP) is the main Programme through which the Department contributes to the government's Expanded Public Works Programme (EPWP). For this purpose, the Department through EPIP implements poverty alleviation projects through Accredited Training Service Providers to address the following:
  - 2.1.1 Job creation,
  - 2.1.2 Skills development,
  - 2.1.3 Development of SMMEs.
- 2.2 The Department intends to equip young people with skills development opportunities coupled with workplace experience training, which shall enhance their ability to earn a living in future. Implemented training shall be project specific and stimulate opportunities for employment and further training at the end of the project. Accredited training refers to training based on registered qualifications by SAQA, bearing credits. Training is offered by providers accredited by the Sector Education and Training Authorities (SETAs), Quality Council for Trade and Occupations (QCTO) the Department of Education (DoE), uMalusi and CITI & Guilds, etc.
- 2.3 It is within this context that the Department of Forestry, Fisheries and the Environment (DFFE/ The Department) wishes to request interested and suitably qualified and accredited Training Providers to express interest to be enlisted on the Department's panel, which will be used to source companies/ organizations for appointment on an "as and when" need arises basis. The list of qualifications to be implemented to project participants appointed in EPIP training projects are hereto attached as **Annexure A** and can also be obtained from the Departmental website.
- 2.4 Service providers can apply for more than one training intervention/ qualifications and will be evaluated based on a set criteria, and qualifying providers will be listed in the Department's panel of providers to implement accredited training on EPIP projects.



- 2.5 The final number of service providers enlisted to the panel will be dependent on the quality of tenders submitted and the resultant scores achieved by the respective bidders as defined later in this tender document.
- 2.6 The successful service providers shall be issued with the enlistment letter listing all training interventions successful on and the duration of enlistment.
- 2.7 Once the panel is established, a competitive process through the Request for Quotations (RFQs) and or Request for Proposals (RFPs) will be used to allocate new training projects to the panel, considering the service providers current workload, available resources and experience.
- 2.8 The service providers may be afforded more than one contract. Allocation of 2nd and subsequent contracts will depend on the service providers meeting capacity requirements and/or the previous performance in delivering training to the Department and/or be without any outstanding compliance matter on the allocated projects
- 2.9 The service providers will be afforded an opportunity to prove capabilities in delivery of training. Being part of the panel does not guarantee any work from the Department. Poor performance by the service provider will result in the enforcement of penalties and/or non-participation in other projects and/or removal from the panel and cancellation of the orders following applicable regulations of government.
- 2.10 The service providers will be required to confirm the availability of specific resources like subject specialists and facilitators as part of training allocation and contracting process on “as and when required basis” such process is undertaken. Not having suitable resources at the time of projects allocation, could result in a service provider being passed over until the next round of training project allocations.

### **3. OBJECTIVES OF THE PROPOSAL**

- 3.1 To invite relevant accredited training service providers to enlist their services on the panel of Accredited Training Service Providers for Qualifications listed on **Annexure A**. Only Training Service Providers Accredited in relevant qualifications will be considered for enlistment purposes on “as and when required basis” for a period of three (3) years.

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

- 4.1 As indicated, the purpose of this bid is to get accredited training service providers to enlist their services on the Department’s panel, which will be utilized for appointment purposes on an “as and when” required basis. The tasks to be carried out on appointment are as follows but not limited to:

- 4.1.1 Offer accredited training in a form of skills programmes or qualifications to project beneficiaries on an “as and when required basis” needed by the Department, at a fixed rate or on quotation basis and time-period (duration) to be determined by the Department.
- 4.1.2 Ensure that the training is facilitated, assessed, and moderated by suitably qualified persons.
- 4.1.3 Conduct practical, simulation and/or workplace experience training.
- 4.1.4 Ensure that the statement of results and competency certificates are issued to the participants.
- 4.1.5 Plan, organize, lead, control and coordinate the training activities such as venue, transport, accommodation (where applicable), etc.
- 4.1.6 Sign employment contracts with the project participants for the project implemented.
- 4.1.7 Process monthly reports on the templates and format prescribed by the Department.
- 4.1.8 Administration of statutory requirements.
- 4.1.9 Comply with the contractual obligations for the training project.
- 4.1.10 Stakeholder engagements.
- 4.2 The specific training needs are given in detail and listed in **Annexure A**. The attached list of accredited training interventions for the Department is not completely exhaustive and it must be understood that due to the ever-changing requirements as well as regulation, there will be a need to additional services required and may be amended over the contract period.
- 4.3 The accredited service provider(s) will be responsible for the provision of all required content, execution and delivery of the ETD services which includes classroom/ in contact training, practical's and simulation as well as on-job or workplace experience training.
- 4.4 The training required by the Department is diversified as listed in below. In order to ensure that the panel is effective and serves the appropriate needs, the Department will list the service providers according to the areas of specialisation/ per application reference and enlisted per Province after the functional evaluation has been undertaken. Therefore, bidders are required to indicate their areas of specialization and indicate the Provinces to which they will be considered for training service provision should they meet the evaluation criteria as given in the document and are as follows:

**List of qualifications for the development of the Panel of Accredited Training Providers**

SAQA ID	QUALIFICATION TITLE	Level	Credits	REFERENCE	PRIMARY OR DELEGATED QUALITY ASSURANCE FUNCTIONARY
66589	National Certificate: Horticulture	NQF Level 02	120	21/24/01	AgriSeta
66429	National Certificate: Landscape Irrigation	NQF Level 02	120	21/24/02	AgriSeta
49009	National Certificate: Plant Production	NQF Level 04	142	21/24/03	AgriSeta
48975	National Certificate: Plant Production	NQF Level 02	120	21/24/04	AgriSeta
49578	National Certificate: Poultry Production	NQF Level 03	138	21/24/05	AgriSeta
49582	National Certificate: Poultry Production	NQF Level 02	133	21/24/06	AgriSeta
35925	Certificate: Fisheries Observation: Deep Sea	NQF Level 05	127	21/24/07	AgriSeta
23513	National Certificate: Fisheries Observation: Inshore	NQF Level 04	123	21/24/08	AgriSeta
48651	Further Education and Training Certificate: Meat Classification	NQF Level 04	144	21/24/09	AgriSeta
48649	Further Education and Training Certificate: Meat Examination	NQF Level 04	160	21/24/10	AgriSeta
99027	Occupational Certificate: Poultry Farmer	NQF Level 05	226	21/24/11	-
35925	Certificate: Fisheries Observation: Deep Sea	NQF Level 5	127	21/24/12	AgriSeta
104912	Occupational Certificate: Aquaculture Farmer	NQF Level 4	176	21/24/13	-
104904	Occupational Certificate: Aquaculture Farm Worker	NQF Level 2	71	21/24/14	-
58951	National Certificate: Water and Wastewater Treatment Process Operations	NQF Level 2	136	21/24/15	EWSETA
48806	National Certificate: Craft Production	NQF Level 02	141	21/24/16	CATHSSETA
61509	Further Education & Training Certificate: Lifeguarding	NQF Level 04	127	21/24/17	CATHSSETA
97096	National Diploma: Game Ranch Management	NQF Level 6	360	21/24/18	Council on Higher Education

SAQA ID	QUALIFICATION TITLE	Level	Credits	REFERENCE	PRIMARY OR DELEGATED QUALITY ASSURANCE FUNCTIONARY
100981	Diploma in Environmental Sciences	NQF Level 6	360	21/24/19	Council on Higher Education
115551	Diploma in Wildlife Management	NQF Level 6	360	21/24/20	Council on Higher Education
62690	Diploma in Nature Management	NQF Level 6	368	21/24/21	Council on Higher Education
66789	National Certificate: Environmental Management	NQF Level 05	134	21/24/22	LGSETA
49552	General Education - Education & Training Certificate: Environmental Practice	NQF Level 01	122	21/24/23	LGSETA
50309	Further Education & Training Certificate: Environmental Practice	NQF Level 04	140	21/24/24	LGSETA
49605	National Certificate: Environmental Practice	NQF Level 02	128	21/24/25	LGSETA
57803	Further Education and Training Certificate: Fire and Rescue Operations	NQF Level 4	148	21/24/26	LGSETA
98991	Occupational Certificate: Firefighter	NQF Level 4	149	21/24/27	LG SETA (Services)
65409	National Certificate: Building and Civil Construction	NQF: level 3	140	21/24/28	CETA
58782	Further Education and Training Certificate: Plumbing	NQF Level 4	160	21/24/29	CETA
642601 - OFO CODE	Occupation Plumber	N/A	N/A	21/24/30	QCTO
641201 - OFO CODE	Occupation Bricklayer	N/A	N/A	21/24/31	QCTO
642302 - OFO CODE	Occupation Plasterer and Tiler	N/A	N/A	21/24/32	QCTO
643101 - OFO CODE	Occupation Painter	N/A	N/A	21/24/33	QCTO

SAQA ID	QUALIFICATION TITLE	Level	Credits	REFERENCE	PRIMARY OR DELEGATED QUALITY ASSURANCE FUNCTIONARY
671101 - OFO CODE	Occupational Electrician	N/A	N/A	21/24/34	QCTO
651202 - OFO CODE	Occupation Welder	N/A	N/A	21/24/35	QCTO
641502 - OFO CODE	Occupation Carpenter	N/A	N/A	21/24/36	QCTO
21028	Certificate: Pattern cutting & Design	NQF Level 04	120	21/24/37	QCTO
14676	Certificate: Dressmaking	NQF Level 04	120	21/24/38	QCTO
119303	Occupational Certificate: Tuned Percussion Instrument Maker	NQF Level 4	183	21/24/39	QCTO
5449001001/ SAQA ID - 103283	Occupational Certificate: Materials Recycler (Paper and Packaging Collector)	NQF: Level 3	138	21/24/40	QCTO
99508	Occupational Certificate: Environmental Science Technician	NQF Level 6	467	21/24/41	QCTO
SAQA ID - 110932	Occupational Certificate: Fishing Hand	NQF: Level 2	79	21/24/42	QCTO
104912	Occupational Certificate: Aquaculture Farmer	NQF: Level 4	176	21/24/43	QCTO
99714	Occupational Certificate: Health and Safety and Quality Practitioner (Occupational Health and Safety Practitioner)	NQF Level 05	256	21/24/44	-
79808	National Diploma: Occupational Safety	NQF Level 05	242	21/24/45	-
50307	National Certificate: Bread & Flour Confectionery Baking	NQF: Level 2	124	21/24/46	FOODBEV
50308	National Certificate: Bread & Flour Confectionery Baking	NQF: Level 3	140	21/24/47	FOODBEV
59386	NC: Fresh Meat Processing	NQF level 3	120	21/24/48	FOODBEV
59016	National Certificate: Fish and Seafood Processing	NQF Level 2	120	21/24/49	FOODBEV
49091	National Certificate: Furniture Making: Wood	NQF Level 2	125	21/24/50	FPMSETA
49105	National Certificate: Furniture Making: Wood	NQF Level 3	122	21/24/51	FPMSETA
50584	General Education and Training Certificate: Clothing Manufacturing Processes	NQF: level 1	120	21/24/52	FPMSETA

SAQA ID	QUALIFICATION TITLE	Level	Credits	REFERENCE	PRIMARY OR DELEGATED QUALITY ASSURANCE FUNCTIONARY
58227	National Certificate: Clothing, Textile, Footwear and Leather Manufacturing Processes	NQF: level 2	120	21/24/53	FPMSETA
58930	Further Education and Training Certificate: Professional Hunting	NQF Level 4	133	21/24/54	FPMSETA -
50266	National Certificate: Forestry: Silviculture	NQF Level 3	120	21/24/55	FPMSETA
66349	Further Education and Training Certificate: General Forestry	NQF Level 4	120	21/24/56	FPMSETA
57881	National Certificate: Welding Application and Practice	NQF Level 2	158	21/24/57	-
57886	National Certificate: Welding Application and Practice	NQF Level 3	151	21/24/58	-
57887	Further Education and Training Certificate: Welding Application and Practice	NQF Level 4	158	21/24/59	-
61809	National Certificate: Tyre Repair and Maintenance	NQF Level 2	120	21/24/60	MERSETA
73429	Further Education and Training Certificate: Computer Programming	NQF Level 4	136	21/24/61	MICTS
78965	Further Education and Training Certificate: Information Technology: Systems Development	NQF Level 4	165	21/24/62	MICTS
101869	Occupational Certificate: Project Manager	NQF Level 05	240	21/24/63	-
65729	FETC: Hairdressing	NQF: level 4	140	21/24/64	-
80646	FETC: Beauty & Nail Technology	NQF: level 4	156	21/24/65	SERVICES
65909	FETC: Nail Technology	NQF: level 4	120	21/24/66	SERVICES
65749	NC: Hairdressing	NQF: level 3	120	21/24/67	SERVICES
66249	FETC: New Venture Creation	NQF: level 4	149	21/24/68	SERVICES
50080	FETC: Project Management	NQF: level 4	136	21/24/69	SERVICES
49648	NC: New Venture Creations (SMME)	NQF: level 2	138	21/24/70	SERVICES
57804	National Certificate: Public Administration	NQF Level 3	157	21/24/71	PSETA

SAQA ID	QUALIFICATION TITLE	Level	Credits	REFERENCE	PRIMARY OR DELEGATED QUALITY ASSURANCE FUNCTIONARY
48433	National Certificate: Conservation: Species Care in Controlled Environments	NQF Level 02	133	21/24/72	CATHSSETA
14111	National Certificate: Professional Cookery	NQF Level 4	145	21/24/73	CATHSSETA
59389	National Certificate: Nature Conservation: Resource Guardianship	NQF Level 2	121	21/24/74	CATHSSETA
59949	National Certificate: Natural Resource Management: Terrestrial	NQF Level 5	144	21/24/75	CATHSSETA
63109	Further Education & Training Certificate: Nature Conservation: Natural Resource - Guardianship Terrestrial	NQF Level 4	144	21/24/76	CATHSSETA
48433	National Certificate: Conservation: Species Care in Controlled Environments	NQF Level 2	133	21/24/77	CATHSSETA
58341	Diploma: Business management	NQF Level 05	240	21/24/78	-
67696	National Certificate: Governance and Administration	NQF Level 06	120	21/24/79	-
50081	Further Education and Training Certificate: leadership development	NQF Level 04	160	21/24/80	LG SETA
66998	National Certificate: N6 Financial Management	NQF Level 04	60	21/24/81	QCTO
49011	National Diploma in Animal Production	NQF Level 05	240	21/24/82	AGRISETA
71549	Further Education and Training Certificate: Tourist Guiding	NQF Level 04	134	21/24/83	CATHSSETA
59949	National Certificate: Natural Resource Management: Terrestrial	NQF Level 05	144	21/24/84	CATHSSETA
80929	Higher Certificate in Nature Conservation in Implementation and Leadership	NQF level 05	120	21/24/85	Council on Higher Education
22902	National Diploma: Environmental Education, Training and Development Practice	NQF Level 05	240	21/24/86	ETDP SETA
58395	National Certificate: Project Management	NQF Level 05	120	21/24/87	SERVICES

SAQA ID	QUALIFICATION TITLE	Level	Credits	REFERENCE	PRIMARY OR DELEGATED QUALITY ASSURANCE FUNCTIONARY
49257	National Certificate: Conflict Management and Transformation	NQF Level 05	124	21/24/88	PSETA
50285	National Certificate: Professional Driving	NQF Level 3	122	21/24/89	TETA



- 4.5 Training programmes offered by the service provider must provide unit standards ID's, number of credits and modules where applicable for each qualification that fall within the primary focus area of the ETQA body of the relevant Sector Education and Training Authority (SETA) or professional body.

## **5. TRAINING MATERIAL/ RESOURCES**

- 5.1 All training equipment and tools, training materials or hand-outs, visual enhancement and stationery must be supplied by the training service provider (e.g. laptops, flip charts paper, exam pad paper, pens/pencils, etc).
- 5.2 Start-up tools to project participants at project completion must be supplied by the training service provider, as per specification to be provided during the quotation process.
- 5.3 Training service providers must indicate their capacity in terms of the number of qualified facilitators available to render the training required. The information must be presented as follows:
- 5.3.1 Number of facilitators who are contracted to present training supported by copies of CV with the relevant experience and relevant qualification to the program applied for.
  - 5.3.2 The valid professional registrations of assessors and moderators.
- 5.4 The approach and methodology when required must provide a detailed work/ training implementation plan with specific reference to the following:
- 5.4.1 Pre-Visits (Consultation with the Department authorized officials before the required training session).
  - 5.4.2 Customization of material to the unit standards agreed upon during planning (how will the content be relevant and suitable to the Department context).
  - 5.4.3 Assessments (what and how assessments will be conducted).
  - 5.4.4 Tracking of attendance (registers, etc.).
  - 5.4.5 Training reports (examples of training reports that must be submitted after each training session).
  - 5.4.6 Certification of competency.
  - 5.4.7 Monitoring and tracking (how will the execution of the scope be tracked and presented to the Department); and
  - 5.4.8 Any other relevant submission not included above as may be required.
- 5.5 All training material must be:
- 5.5.1 In line with that discussed with the Department officials in terms of requirements and covering all unit standards as outlined in the contract.

- 5.5.2 Of high quality and bound accordingly (clearly visible, accurate, and in a good format - preferably hard cover files).
- 5.5.3 At the correct standard required/ provided by the SETA (in line with the NQF level and credits).
- 5.5.4 Sent to the Department's authorized officials one (01) week prior to the actual training session for verification.
- 5.6 It must be noted that the Department will provide service providers enlisted on the panel who are awarded training contract with the following:
  - 5.6.1 All requirements regarding the type of training services needed.
  - 5.6.2 Project start and end date for the required training services.
  - 5.6.3 Instructions for all requirements including special arrangements.
  - 5.6.4 Required times for all meetings and arrangements etc.
- 5.7 The service provider must ensure that training is implemented as per the condition of the contract.
- 5.8 The service provider must be able to produce and deliver/ present/ facilitate the training material in any official South African language on an "as and when" required basis.
- 5.9 A purchase order for the required services will be issued to the successful service providers following the RFQ and/or RFP competitive process on an "as and when" required basis.

## **6. EXPECTED DELIVERABLES / OUTCOMES**

- 6.1 Delivery of training as per scope (theory, practical/ simulations and workplace experience training), as and when required as will be stipulated by the Department.
- 6.2 Procurement of personal protective equipment, tools and materials shall be procured as per the specification shared during the RFQ and/or RFP competitive process.
- 6.3 Recruitment and contracting of project participants as per the DFFE/ EPWP recruitment guidelines.
- 6.4 Production and delivery of periodic training reports (weekly, monthly, quarterly) and post each training session or programme detailing the outcome of the session or programme, any issues, concerns, action items, etc.
- 6.5 Production and delivery of a final report with an overview of the total work of the completed per purchase order or assignment and this must include breakdown of each training session or programme, number of trainees, costs, competency rate, etc. Note: the template will be prescribed by the Department.

- 6.6 Training service provider shall ensure that learners are trained on the prescribed intervention and ensure that 80% of the learners are declared competent in the skills programme or qualification to be offered.

## **7. PERIOD / DURATION OF PROJECT / ASSIGNMENT**

- 7.1 The enlistment on the panel will be valid for a period of three (3) years from the date of signature of the enlistment letter.

## **8. INFORMATION SESSION**

- 8.1 There will be NO information session with any representative from DFFE.
- 8.2 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.

## **9. COSTING/ PANEL UTILISATION**

- 9.1 Due to the uncertainty and fluctuation of the Department's requirements, no indication can be given as to the quantities of the ETD interventions which will be required under the contract. Hence, there are no specific quantities of the number of ETD services required set on **Annexure A**. However, commitment is given by the Department that training will be undertaken on an "as and when" required basis during the course of the three (03) year contract.
- 9.2 In addition to the above, there is no minimum number of trainees provided by the Department for any specific training program and thus there is no guarantee of any number of trainees per training program requested.
- 9.3 The service provider shall be bound to execute all of the required quantities of scope as needed by the Department during the period of the contract; in this case on an "as and when" required basis for a period of three (03) years.
- 9.4 Once appointed onto the panel, the selection of training service providers will be on a competitive basis, where service providers will be provided with the specific task for the required services on an "as and when" required basis.

- 9.5 The allocation of more than one (01) contract will depend on the bidder's performance and/or no pending compliance matter on current contract/s, financial standing and capacity requirement (key personnel required for the successful completion of the project). The enlisted members of the panel will be afforded the opportunity to prove availability of the requirements before project allocation.
- 9.6 Being part of the panel does not guarantee any work from DFFE.
- 9.7 The enlisting onto the panel will be based on rates per qualification.
- 9.8 DFFE will evaluate the performance of the bidding firm on a regular basis; poor performance will result in cancellation of work orders and removal from the panel.
- 9.9 The training service provider will be required to confirm the specific resources available as part of project allocation and the contracting process, as and when such process is undertaken. Not having suitable resources at the time of project appointment, could result in a contractor being passed over until the next round of project appointment.

## **10. EVALUATION CRITERIA**

- 10.1 The evaluation for this bid will be carried out in four (4) phases:

- a) Phase 1: Pre-Compliance
- b) Phase 2: Mandatory Requirements
- c) Phase 3: Functionality Criteria
- d) Phase 4: Price and B-BBEE

### **10.2 PHASE 1: PRE-COMPLIANCE AND INITIAL SCREENING**

10.2.1 During this phase bid documents will be reviewed to determine the compliance with SCM returnable documents, tax matters and whether proof of registration on Central Data Base (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.

10.2.2 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

ITEM NO.	ADMINISTRATIVE REQUIREMENTS	CHECK/ COMPLIANCE
4	Tax Compliance and CSD Registration	Attached CSD registration number/ Proof of CSD registration and/or SARS Tax Pin
5	SBD 3.3 - Pricing Schedule/ Annexure D	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	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

### 10.3 PHASE 2: MANDATORY REQUIREMENTS

10.3.1 The following mandatory requirements will apply, and tenderers must submit all requirements indicated hereunder 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 mandatory requirements.

10.3.2 Tenderers who fail to comply with the mandatory requirements will be disqualified and will not be evaluated further on functionality criterion.

COMPANY ACCREDITATION	ATTACH VALID PROOF	
	YES	NO
Relevant and valid accreditation certificate and /or accreditation letter listing the qualification applying for <b>Per training intervention/ application reference applying for</b>		
Valid copy of Assessor SETA registration <b>Per training intervention/ application reference applying for</b>		
Valid copy of Moderator SETA registration <b>Per training intervention/application reference applying for</b>		

### 10.4 PHASE 3: FUNCTIONALITY CRITERIA

10.4.1 Only bid proposals that meet pre-compliance, and the mandatory requirements will be evaluated on functionality criteria.

10.4.2 The following functionality criteria will be applicable when evaluating this bid. A minimum threshold of **75% (seventy-five percent)** must be attained by bidders. Bidders that fail to score this minimum threshold will be disqualified and not be evaluated further.

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

10.4.4 The ratings from 1 to 5 will be applicable when evaluating functionality as detailed below:

CRITERIA	SUB-CRITERIA/ CLAUSE		MAX SCORE	EVIDENCE
<b>COMPANY EXPERIENCE</b>	<b>This sub criterion covers the experience of the company in the ETD projects completed in the past 10 years.</b>	<b>Indicator</b>	<b>30</b>	Valid reference letters of previous ETD projects successfully completed
	5 and more ETD projects successfully completed	5		
	4 ETD projects successfully completed	4		
	3 ETD projects successfully completed	3		
	2 ETD projects successfully completed	2		
	1 ETD projects successfully completed	1		
	No similar projects successfully completed	0		
<b>PROJECT MANAGEMENT</b>	<b>This sub criterion covers the experience of the proposed Team Leader/ Project Manager in Project Management (total duration of professional activity as Project Manager/ Team Leader in Project Management).</b>	<b>Indicator</b>	<b>30</b>	Proof of experience in Project Management (CV of the Project Manager/ Team Leader) with contactable references outlining duties and responsibilities in the previous project management work
	More than 5 years	5		
	4 years and less than 5 years' experience	4		
	3 years and less than 4 years' experience	3		
	2 years and less than 3 years' experience	2		
	1 year and less than 2 years' experience	1		

CRITERIA	SUB-CRITERIA/ CLAUSE		MAX SCORE	EVIDENCE
	Less than 1 year experience	0		
<b>HUMAN RESOURCE CAPACITY</b>	<b>This sub criterion covers the HUMAN RESOURCE CAPACITY OF THE COMPANY experienced facilitators with the ability to conduct ETD requirements for this qualification.</b>	<b>Indicator</b>	<b>40</b>	<u><b>Facilitators</b></u> Copies of CVs and qualifications relevant to training intervention applying for
	5 and more Facilitators with 3 years' facilitation experience	5		
	4 Facilitators with 3 years' facilitation experience	4		
	3 Facilitators with 3 years' facilitation experience	3		
	2 Facilitators with 3 years' facilitation experience	2		
	1 Facilitator with 3 years' facilitation experience	1		
	No facilitator	0		
<b>TOTAL FUNCTIONALITY SCORE</b>			<b>100</b>	

#### 10.5 PHASE 4: PRICE AND B-BBEE

10.5.1 The enlisting into the panel will be from the highest points on rates and B-BBEE on condition that they have met all phases of the evaluation criteria and complied with the tender requirements set out in the tender document.

10.5.2 The Department reserves the right not to enlist the bidder with the lowest amount and/or highest points.

10.5.3 Preferential point system applicable to this bid:

<b>80:20</b>	<b>YES</b>
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10.5.4 Subject to sub-regulation 6(2), points will be awarded to a tenderer for attaining B-BBEE status contributor in accordance with the table below:

B-BBEE Status Level of Contributor	Number of Points (80/20 system)
1	20

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

- 10.5.5 The points scored by a tenderer in respect of the level of B-BBEE contribution contemplated in sub-regulation must be added to the points scored for price as calculated in accordance with sub-regulation 6(1) respectively.
- 10.5.6 Subject to regulation 11(1), the contract must be awarded to the tenderer who scores the highest total number of points.
- 10.5.7 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.

## **11. BID SUBMISSION REQUIREMENTS**

- 11.1 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:
- 11.1.1 The Training Service Provider must draft a table of contents which will indicate where each document is located in the proposal.
- 11.1.2 The information in the CV of the proposed project manager should include relevant experience in the chosen area of expertise demonstrating the required competency.
- 11.1.3 Project reference specifying the role played by the service provider in the listed projects or assignments indicating the status of the project.
- 11.1.4 Standard bidding documents (SBD 1, 3.3, 4 & 6.1) completed and signed.
- 11.1.5 Copy of Central Supplier Database (CSD) report and SARS Tax Pin Certificate.

## **12. LEGISLATIVE FRAMEWORK OF THE BID**

- 12.1 Tax Legislation



- 12.1.1 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).
- 12.1.2 Bidders who make taxable supplies in excess of 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 R 500 000 has been exceeded in the past 12-month period.
- 12.1.3 Bidders who meet the above requirement must register as VAT vendors, if successful, within one month of award of the bid.
- 12.1.4 SARS Tax Status Pin requirements/ or Central Supplier Database (CSD) number or report must be provided.
- 12.2 Procurement Legislation
  - 12.2.1 Bidders should be cognisant of the legislation and/or standards specifically applicable to the services.
  - 12.2.2 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 for records by the Department.
  - 12.2.3 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.
- 12.3 Privacy and Protection of Personal Information Act 4 of 2013
  - 12.3.1 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).
  - 12.3.2 DFFE's role as the responsible party, is amongst others to process personal information for the intended purpose for which it was obtained and in line with legal agreements with its respective/ prospective services providers and third parties.
  - 12.3.3 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.

- 12.3.4 DFFE reserves all the rights afforded to it by the POPIA in the processing of any of its information as contained in this bid and the bidder/ respondent is required to comply with all prescripts as detailed in the POPIA relating to all information concerning DFFE.
- 12.3.5 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.

### **13. SPECIAL CONDITIONS OF CONTRACT**

- 13.1 The service provider will submit soft and/or hardcopy monthly progress reports to the programme manager, within three (03) days after the end of each month and quarter for the duration of the project. Failure to submit the required reports on time will result in penalties.
- 13.2 Being part of the panel does not guarantee any work from the Department.
- 13.3 The service provider/s must guarantee the presence of the proposed resources allocated throughout the duration of the contract. Prior to the appointment of a replacement, the programme manager must approve such appointment.
- 13.4 Poor or non-performance by the bidder will result in cancellation of works orders and removal from the panel.
- 13.5 Contracts will be entered into for every project allocated and accepted by the service providers involved.
- 13.6 Should the service provider run substandard training, the Department reserves the right to cancel the appointment of such service provider from the panel immediately and without any notice. The Department also reserves the right to recover the costs incurred in arranging such training e.g. salaries/ wages of attendees and any other costs deemed necessary for the successful execution of the training.
- 13.7 The service providers enlisted into the panel will be expected to comply register programme participants for an Unemployment Insurance Fund (UIF) and Compensation for Occupational Injuries and Diseases (COIDA) and also be responsible for submission of monthly report for payment of stipend to participants. Such payments (UIF and COIDA) shall be reimbursed by the Department upon submission of proof of payment within the rates prescribed by the Department.
- 13.8 DFFE will not be held responsible for any costs incurred by the service providers in the preparation, presentation and submission of the proposal.

- 13.9 The project manager shall do the ongoing management of the Service Level Agreement (SLA).
- 13.10 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.
- 13.11 The proposals should be submitted with all required information containing technical information.
- 13.12 Bidders failing to meet pre-qualification and/or mandatory requirements will automatically be disqualified.
- 13.13 Service providers are requested to submit the original and valid B-BBEE Status Level Verification Certificate or certified copies thereof issued by verification agencies accredited by SANAS only or an original or certified copy of DTI sworn affidavit in terms of Codes of good practice” indicating that service provider is an EME.
- 13.14 In the event that the application is made by a Joint Venture or Partnership, the accreditation credentials in name of the lead partner should be submitted. Both members in the joint venture must meet the requirement of the proposal. NOTE: The lead partner refers to the company that will be enlisted and contracted by the Department.
- 13.15 Poor or non-performance by the bidder will result in cancellation of works orders.
- 13.16 Intellectual property rights will belong to DFFE.
- 13.17 DFFE reserves the right to award the contract to one or more than one service provider or only part thereof.
- 13.18 DFFE reserves the right to appoint service providers enlisted in the panel for the full occupational qualification of part of unit standards thereof

#### **14. SUB-CONTRACTING CONDITIONS/ REQUIREMENTS**

- 14.1 In a case a tenderer is intending to sub-contract portion of work, such tenderer awarded a contract may only enter into sub-contracting arrangements with the approval of the Department.
- 14.2 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.
- 14.3 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 that 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.

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

## **15. PAYMENT TERMS**

- 15.1 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.

## **16. TECHNICAL ENQUIRIES**

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

Name: Mr Philemon Hlagala  
Office Telephone No: (012) - 399 9686  
Email: [PHlagala@dfpe.gov.za](mailto:PHlagala@dfpe.gov.za)

### **OR**

Name: Ms. Ntokozo Sibeko  
Office Telephone No: (012) - 399 9688  
Email: [NSibeko@dfpe.gov.za](mailto:NSibeko@dfpe.gov.za)

**17. ANNEXURE A - LIST OF QUALIFICATIONS FOR THE DEVELOPMENT OF THE PANEL OF ACCREDITED TRAINING PROVIDERS**

<b>SAQA ID</b>	<b>QUALIFICATION TITLE</b>	<b>Level</b>	<b>Credits</b>	<b>REFERENCE</b>	<b>PRIMARY OR DELEGATED QUALITY ASSURANCE FUNCTIONARY</b>
66589	National Certificate: Horticulture	NQF Level 02	120	21/24/01	AgriSeta
66429	National Certificate: Landscape Irrigation	NQF Level 02	120	21/24/02	AgriSeta
49009	National Certificate: Plant Production	NQF Level 04	142	21/24/03	AgriSeta
48975	National Certificate: Plant Production	NQF Level 02	120	21/24/04	AgriSeta
49578	National Certificate: Poultry Production	NQF Level 03	138	21/24/05	AgriSeta
49582	National Certificate: Poultry Production	NQF Level 02	133	21/24/06	AgriSeta
35925	Certificate: Fisheries Observation: Deep Sea	NQF Level 05	127	21/24/07	AgriSeta
23513	National Certificate: Fisheries Observation: Inshore	NQF Level 04	123	21/24/08	AgriSeta
48651	Further Education and Training Certificate: Meat Classification	NQF Level 04	144	21/24/09	AgriSeta
48649	Further Education and Training Certificate: Meat Examination	NQF Level 04	160	21/24/10	AgriSeta
99027	Occupational Certificate: Poultry Farmer	NQF Level 05	226	21/24/11	-
35925	Certificate: Fisheries Observation: Deep Sea	NQF Level 5	127	21/24/12	AgriSeta
104912	Occupational Certificate: Aquaculture Farmer	NQF Level 4	176	21/24/13	-
104904	Occupational Certificate: Aquaculture Farm Worker	NQF Level 2	71	21/24/14	-
58951	National Certificate: Water and Wastewater Treatment Process Operations	NQF Level 2	136	21/24/15	EWSETA
48806	National Certificate: Craft Production	NQF Level 02	141	21/24/16	CATHSSETA
61509	Further Education & Training Certificate: Lifeguarding	NQF Level 04	127	21/24/17	CATHSSETA
97096	National Diploma: Game Ranch Management	NQF Level 6	360	21/24/18	Council on Higher Education

SAQA ID	QUALIFICATION TITLE	Level	Credits	REFERENCE	PRIMARY OR DELEGATED QUALITY ASSURANCE FUNCTIONARY
100981	Diploma in Environmental Sciences	NQF Level 6	360	21/24/19	Council on Higher Education
115551	Diploma in Wildlife Management	NQF Level 6	360	21/24/20	Council on Higher Education
62690	Diploma in Nature Management	NQF Level 6	368	21/24/21	Council on Higher Education
66789	National Certificate: Environmental Management	NQF Level 05	134	21/24/22	LGSETA
49552	General Education - Education & Training Certificate: Environmental Practice	NQF Level 01	122	21/24/23	LGSETA
50309	Further Education & Training Certificate: Environmental Practice	NQF Level 04	140	21/24/24	LGSETA
49605	National Certificate: Environmental Practice	NQF Level 02	128	21/24/25	LGSETA
57803	Further Education and Training Certificate: Fire and Rescue Operations	NQF Level 4	148	21/24/26	LGSETA
98991	Occupational Certificate: Firefighter	NQF Level 4	149	21/24/27	LG SETA (Services)
65409	National Certificate: Building and Civil Construction	NQF: level 3	140	21/24/28	CETA
58782	Further Education and Training Certificate: Plumbing	NQF Level 4	160	21/24/29	CETA
642601 - OFO CODE	Occupation Plumber	N/A	N/A	21/24/30	QCTO
641201 - OFO CODE	Occupation Bricklayer	N/A	N/A	21/24/31	QCTO

SAQA ID	QUALIFICATION TITLE	Level	Credits	REFERENCE	PRIMARY OR DELEGATED QUALITY ASSURANCE FUNCTIONARY
642302 - OFO CODE	Occupation Plasterer and Tiler	N/A	N/A	21/24/32	QCTO
643101 - OFO CODE	Occupation Painter	N/A	N/A	21/24/33	QCTO
671101 - OFO CODE	Occupational Electrician	N/A	N/A	21/24/34	QCTO
651202 - OFO CODE	Occupation Welder	N/A	N/A	21/24/35	QCTO
641502 - OFO CODE	Occupation Carpenter	N/A	N/A	21/24/36	QCTO
21028	Certificate: Pattern cutting & Design	NQF Level 04	120	21/24/37	QCTO
14676	Certificate: Dressmaking	NQF Level 04	120	21/24/38	QCTO
119303	Occupational Certificate: Tuned Percussion Instrument Maker	NQF Level 4	183	21/24/39	QCTO
5449001001/ SAQA ID - 103283	Occupational Certificate: Materials Recycler (Paper and Packaging Collector)	NQF: Level 3	138	21/24/40	QCTO
99508	Occupational Certificate: Environmental Science Technician	NQF Level 6	467	21/24/41	QCTO
SAQA ID - 110932	Occupational Certificate: Fishing Hand	NQF: Level 2	79	21/24/42	QCTO
104912	Occupational Certificate: Aquaculture Farmer	NQF: Level 4	176	21/24/43	QCTO
99714	Occupational Certificate: Health and Safety and Quality Practitioner (Occupational Health and Safety Practitioner)	NQF Level 05	256	21/24/44	-
79808	National Diploma: Occupational Safety	NQF Level 05	242	21/24/45	-
50307	National Certificate: Bread & Flour Confectionery Baking	NQF: Level 2	124	21/24/46	FOODBEV
50308	National Certificate: Bread & Flour Confectionery Baking	NQF: Level 3	140	21/24/47	FOODBEV
59386	NC: Fresh Meat Processing	NQF level 3	120	21/24/48	FOODBEV
59016	National Certificate: Fish and Seafood Processing	NQF Level 2	120	21/24/49	FOODBEV

SAQA ID	QUALIFICATION TITLE	Level	Credits	REFERENCE	PRIMARY OR DELEGATED QUALITY ASSURANCE FUNCTIONARY
49091	National Certificate: Furniture Making: Wood	NQF Level 2	125	21/24/50	FPMSETA
49105	National Certificate: Furniture Making: Wood	NQF Level 3	122	21/24/51	FPMSETA
50584	General Education and Training Certificate: Clothing Manufacturing Processes	NQF: level 1	120	21/24/52	FPMSETA
58227	National Certificate: Clothing, Textile, Footwear and Leather Manufacturing Processes	NQF: level 2	120	21/24/53	FPMSETA
58930	Further Education and Training Certificate: Professional Hunting	NQF Level 4	133	21/24/54	FPMSETA -
50266	National Certificate: Forestry: Silviculture	NQF Level 3	120	21/24/55	FPMSETA
66349	Further Education and Training Certificate: General Forestry	NQF Level 4	120	21/24/56	FPMSETA
57881	National Certificate: Welding Application and Practice	NQF Level 2	158	21/24/57	-
57886	National Certificate: Welding Application and Practice	NQF Level 3	151	21/24/58	-
57887	Further Education and Training Certificate: Welding Application and Practice	NQF Level 4	158	21/24/59	-
61809	National Certificate: Tyre Repair and Maintenance	NQF Level 2	120	21/24/60	MERSETA
73429	Further Education and Training Certificate: Computer Programming	NQF Level 4	136	21/24/61	MICTS
78965	Further Education and Training Certificate: Information Technology: Systems Development	NQF Level 4	165	21/24/62	MICTS
101869	Occupational Certificate: Project Manager	NQF Level 05	240	21/24/63	-
65729	FETC: Hairdressing	NQF: level 4	140	21/24/64	-
80646	FETC: Beauty & Nail Technology	NQF: level 4	156	21/24/65	SERVICES
65909	FETC: Nail Technology	NQF: level 4	120	21/24/66	SERVICES
65749	NC: Hairdressing	NQF: level 3	120	21/24/67	SERVICES
66249	FETC: New Venture Creation	NQF: level 4	149	21/24/68	SERVICES



SAQA ID	QUALIFICATION TITLE	Level	Credits	REFERENCE	PRIMARY OR DELEGATED QUALITY ASSURANCE FUNCTIONARY
50080	FETC: Project Management	NQF: level 4	136	21/24/69	SERVICES
49648	NC: New Venture Creations (SMME)	NQF: level 2	138	21/24/70	SERVICES
57804	National Certificate: Public Administration	NQF Level 3	157	21/24/71	PSETA
48433	National Certificate: Conservation: Species Care in Controlled Environments	NQF Level 02	133	21/24/72	CATHSSETA
14111	National Certificate: Professional Cookery	NQF Level 4	145	21/24/73	CATHSSETA
59389	National Certificate: Nature Conservation: Resource Guardianship	NQF Level 2	121	21/24/74	CATHSSETA
59949	National Certificate: Natural Resource Management: Terrestrial	NQF Level 5	144	21/24/75	CATHSSETA
63109	Further Education & Training Certificate: Nature Conservation: Natural Resource - Guardianship Terrestrial	NQF Level 4	144	21/24/76	CATHSSETA
48433	National Certificate: Conservation: Species Care in Controlled Environments	NQF Level 2	133	21/24/77	CATHSSETA
58341	Diploma: Business management	NQF Level 05	240	21/24/78	-
67696	National Certificate: Governance and Administration	NQF Level 06	120	21/24/79	-
50081	Further Education and Training Certificate: leadership development	NQF Level 04	160	21/24/80	LG SETA
66998	National Certificate: N6 Financial Management	NQF Level 04	60	21/24/81	QCTO
49011	National Diploma in Animal Production	NQF Level 05	240	21/24/82	AGRISETA
71549	Further Education and Training Certificate: Tourist Guiding	NQF Level 04	134	21/24/83	CATHSSETA
59949	National Certificate: Natural Resource Management: Terrestrial	NQF Level 05	144	21/24/84	CATHSSETA
80929	Higher Certificate in Nature Conservation in Implementation and Leadership	NQF level 05	120	21/24/85	CHE
22902	National Diploma: Environmental Education, Training and Development Practice	NQF Level 05	240	21/24/86	ETDP SETA

SAQA ID	QUALIFICATION TITLE	Level	Credits	REFERENCE	PRIMARY OR DELEGATED QUALITY ASSURANCE FUNCTIONARY
58395	National Certificate: Project Management	NQF Level 05	120	21/24/87	SERVICES
49257	National Certificate: Conflict Management and Transformation	NQF Level 05	124	21/24/88	PSETA
50285	National Certificate: Professional Driving	NQF Level 3	122	21/24/89	TETA

18. ANNEXURE B - BID COVER PAGE

THE ENLISTMENT SERVICE PROVIDERS ON THE PANEL OF ACCREDITED TRAINING SERVICE PROVIDERS VALID FOR THE PERIOD OF 3 YEARS.

NAME OF THE BIDDER		
BID NUMBER		
TRAINING INTERVENTIONS/ APPLICATION REFERENCE NUMBER APPLYING FOR	Application ref number for each intervention applying for (See ref numbers in Annexure A)	Capture Only SAQA numbers of the interventions applying for

**19. ANNEXURE C - LOCALITY FORM – (TO BE FILLED IN FOR EACH APPLICATION)**

Bidders are required to indicate preferred Provinces for future engagements. It must however be noted that the Department reserves the right to approach service providers outside the preferred provinces for future engagements in the event that it is deemed reasonable and necessary.

CATEGORY	BID NUMBER	PROVINCE	PUT A CROSS (X) NEXT TO THE PREFERRED PROVINCE
THE ENLISTMENT OF TRAINING PROVIDERS IN THE PANEL OF ACCREDITED TRAINING SERVICE PROVIDERS FOR THE IMPLEMENTATION OF TRAINING PROJECTS FUNDED BY THE DEPARTMENT THROUGH THE ENVIRONMENTAL PROTECTION AND INFRASTRUCTURE PROGRAMME (EPIP) ON AN “AS AND WHEN” REQUIRED BASIS OVER A PERIOD OF THREE (03) YEARS		Limpopo	
		Mpumalanga	
		North-West	
		Gauteng	
		Free State	
		KwaZulu-Natal	
		Western-Cape	
		Northern-Cape	
		Eastern Cape	

Potential service providers must complete this part as well.

\_\_\_\_\_  
Full Names and Surname

\_\_\_\_\_  
Capacity

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## 20. ANNEXURE D - PRICE SCHEDULE

SAQA ID	QUALIFICATION TITLE	Level	Credits	REFERENCE	DURATION	PRICE PER PERSON (EXCLUDING VAT)	VAT @ 15%	PRICE PER PERSON (INCLUSIVE OF VAT)
66589	National Certificate: Horticulture	NQF Level 02	120	21/24/01	12 Months	R .....	R .....	R .....
66429	National Certificate: Landscape Irrigation	NQF Level 02	120	21/24/02	12 Months	R .....	R .....	R .....
49009	National Certificate: Plant Production	NQF Level 04	142	21/24/03	12 Months	R .....	R .....	R .....
48975	National Certificate: Plant Production	NQF Level 02	120	21/24/04	12 Months	R .....	R .....	R .....
49578	National Certificate: Poultry Production	NQF Level 03	138	21/24/05	12 Months	R .....	R .....	R .....
49582	National Certificate: Poultry Production	NQF Level 02	133	21/24/06	12 Months	R .....	R .....	R .....
35925	Certificate: Fisheries Observation: Deep Sea	NQF Level 05	127	21/24/07	12 Months	R .....	R .....	R .....
23513	National Certificate: Fisheries Observation: Inshore	NQF Level 04	123	21/24/08	12 Months	R .....	R .....	R .....
48651	Further Education and Training Certificate: Meat Classification	NQF Level 04	144	21/24/09	12 Months	R .....	R .....	R .....
48649	Further Education and Training Certificate: Meat Examination	NQF Level 04	160	21/24/10	12 Months	R .....	R .....	R .....
99027	Occupational Certificate: Poultry Farmer	NQF Level 05	226	21/24/11	36 Months	R .....	R .....	R .....

SAQA ID	QUALIFICATION TITLE	Level	Credits	REFERENCE	DURATION	PRICE PER PERSON (EXCLUDING VAT)	VAT @ 15%	PRICE PER PERSON (INCLUSIVE OF VAT)
35925	Certificate: Fisheries Observation: Deep Sea	NQF Level 5	127	21/24/12	12 Months	R .....	R .....	R .....
104912	Occupational Certificate: Aquaculture Farmer	NQF Level 4	176	21/24/13	36 Months	R .....	R .....	R .....
104904	Occupational Certificate: Aquaculture Farm Worker	NQF Level 2	71	21/24/14	24 Months	R .....	R .....	R .....
58951	National Certificate: Water and Wastewater Treatment Process Operations	NQF Level 2	136	21/24/15	12 Months	R .....	R .....	R .....
48806	National Certificate: Craft Production	NQF Level 02	141	21/24/16	12 Months	R .....	R .....	R .....
61509	Further Education & Training Certificate: Lifeguarding	NQF Level 04	127	21/24/17	12 Months	R .....	R .....	R .....
97096	National Diploma: Game Ranch Management	NQF Level 6	360	21/24/18	36 Months	R .....	R .....	R .....
100981	Diploma in Environmental Sciences	NQF Level 6	360	21/24/19	36 Months	R .....	R .....	R .....
115551	Diploma in Wildlife Management	NQF Level 6	360	21/24/20	36 Months	R .....	R .....	R .....
62690	Diploma in Nature Management	NQF Level 6	368	21/24/21	36 Months	R .....	R .....	R .....
66789	National Certificate: Environmental Management	NQF Level 05	134	21/24/22	12 Months	R .....	R .....	R .....
49552	General Education - Education & Training	NQF Level 01	122	21/24/23	12 Months	R .....	R .....	R .....

SAQA ID	QUALIFICATION TITLE	Level	Credits	REFERENCE	DURATION	PRICE PER PERSON (EXCLUDING VAT)	VAT @ 15%	PRICE PER PERSON (INCLUSIVE OF VAT)
	Certificate: Environmental Practice							
50309	Further Education & Training Certificate: Environmental Practice	NQF Level 04	140	21/24/24	12 Months	R .....	R .....	R .....
49605	National Certificate: Environmental Practice	NQF Level 02	128	21/24/25	12 Months	R .....	R .....	R .....
57803	Further Education and Training Certificate: Fire and Rescue Operations	NQF Level 4	148	21/24/26	12 Months	R .....	R .....	R .....
98991	Occupational Certificate: Firefighter	NQF Level 4	149	21/24/27	24 Months	R .....	R .....	R .....
65409	National Certificate: Building and Civil Construction	NQF: level 3	140	21/24/28	12 Months	R .....	R .....	R .....
58782	Further Education and Training Certificate: Plumbing	NQF Level 4	160	21/24/29	12 Months	R .....	R .....	R .....
642601 - OFO CODE	Occupation Plumber	N/A	N/A	21/24/30	36 Months	R .....	R .....	R .....
641201 - OFO CODE	Occupation Bricklayer	N/A	N/A	21/24/31	36 Months	R .....	R .....	R .....
642302 - OFO CODE	Occupation Plasterer and Tiler	N/A	N/A	21/24/32	36 Months	R .....	R .....	R .....
643101 - OFO CODE	Occupation Painter	N/A	N/A	21/24/33	36 Months	R .....	R .....	R .....
671101 - OFO CODE	Occupational Electrician	N/A	N/A	21/24/34	36 Months	R .....	R .....	R .....

SAQA ID	QUALIFICATION TITLE	Level	Credits	REFERENCE	DURATION	PRICE PER PERSON (EXCLUDING VAT)	VAT @ 15%	PRICE PER PERSON (INCLUSIVE OF VAT)
651202 - OFO CODE	Occupation Welder	N/A	N/A	21/24/35	36 Months	R .....	R .....	R .....
641502 - OFO CODE	Occupation Carpenter	N/A	N/A	21/24/36	36 Months	R .....	R .....	R .....
21028	Certificate: Pattern cutting & Design	NQF Level 04	120	21/24/37	12 Months	R .....	R .....	R .....
14676	Certificate: Dressmaking	NQF Level 04	120	21/24/38	12 Months	R .....	R .....	R .....
119303	Occupational Certificate: Tuned Percussion Instrument Maker	NQF Level 4	183	21/24/39	24 Months	R .....	R .....	R .....
5449001001/ SAQA ID - 103283	Occupational Certificate: Materials Recycler (Paper and Packaging Collector)	NQF: Level 3	138	21/24/40	24 Months	R .....	R .....	R .....
99508	Occupational Certificate: Environmental Science Technician	NQF Level 6	467	21/24/41	36 Months	R .....	R .....	R .....
SAQA ID - 110932	Occupational Certificate: Fishing Hand	NQF: Level 2	79	21/24/42	24 Months	R .....	R .....	R .....
104912	Occupational Certificate: Aquaculture Farmer	NQF: Level 4	176	21/24/43	36 Months	R .....	R .....	R .....
99714	Occupational Certificate: Health and Safety and Quality Practitioner (Occupational Health and Safety Practitioner)	NQF Level 05	256	21/24/44	36 Months	R .....	R .....	R .....
79808	National Diploma: Occupational Safety	NQF Level 05	242	21/24/45	36 Months	R .....	R .....	R .....



SAQA ID	QUALIFICATION TITLE	Level	Credits	REFERENCE	DURATION	PRICE PER PERSON (EXCLUDING VAT)	VAT @ 15%	PRICE PER PERSON (INCLUSIVE OF VAT)
50307	National Certificate: Bread & Flour Confectionery Baking	NQF: Level 2	124	21/24/46	12 Months	R .....	R .....	R .....
50308	National Certificate: Bread & Flour Confectionery Baking	NQF: Level 3	140	21/24/47	12 Months	R .....	R .....	R .....
59386	NC: Fresh Meat Processing	NQF level 3	120	21/24/48	12 Months	R .....	R .....	R .....
59016	National Certificate: Fish and Seafood Processing	NQF Level 2	120	21/24/49	12 Months	R .....	R .....	R .....
49091	National Certificate: Furniture Making: Wood	NQF Level 2	125	21/24/50	12 Months	R .....	R .....	R .....
49105	National Certificate: Furniture Making: Wood	NQF Level 3	122	21/24/51	12 Months	R .....	R .....	R .....
50584	General Education and Training Certificate: Clothing Manufacturing Processes	NQF: level 1	120	21/24/52	12 Months	R .....	R .....	R .....
58227	National Certificate: Clothing, Textile, Footwear and Leather Manufacturing Processes	NQF: level 2	120	21/24/53	12 Months	R .....	R .....	R .....
58930	Further Education and Training Certificate: Professional Hunting	NQF Level 4	133	21/24/54	12 Months	R .....	R .....	R .....
50266	National Certificate: Forestry: Silviculture	NQF Level 3	120	21/24/55	12 Months	R .....	R .....	R .....

SAQA ID	QUALIFICATION TITLE	Level	Credits	REFERENCE	DURATION	PRICE PER PERSON (EXCLUDING VAT)	VAT @ 15%	PRICE PER PERSON (INCLUSIVE OF VAT)
66349	Further Education and Training Certificate: General Forestry	NQF Level 4	120	21/24/56	12 Months	R .....	R .....	R .....
57881	National Certificate: Welding Application and Practice	NQF Level 2	158	21/24/57	12 Months	R .....	R .....	R .....
57886	National Certificate: Welding Application and Practice	NQF Level 3	151	21/24/58	12 Months	R .....	R .....	R .....
57887	Further Education and Training Certificate: Welding Application and Practice	NQF Level 4	158	21/24/59	12 Months	R .....	R .....	R .....
61809	National Certificate: Tyre Repair and Maintenance	NQF Level 2	120	21/24/60	12 Months	R .....	R .....	R .....
73429	Further Education and Training Certificate: Computer Programming	NQF Level 4	136	21/24/61	12 Months	R .....	R .....	R .....
78965	Further Education and Training Certificate: Information Technology: Systems Development	NQF Level 4	165	21/24/62	12 Months	R .....	R .....	R .....
101869	Occupational Certificate: Project Manager	NQF Level 05	240	21/24/63	24 Months	R .....	R .....	R .....
65729	FETC: Hairdressing	NQF: level 4	140	21/24/64	12 Months	R .....	R .....	R .....
80646	FETC: Beauty & Nail Technology	NQF: level 4	156	21/24/65	12 Months	R .....	R .....	R .....

SAQA ID	QUALIFICATION TITLE	Level	Credits	REFERENCE	DURATION	PRICE PER PERSON (EXCLUDING VAT)	VAT @ 15%	PRICE PER PERSON (INCLUSIVE OF VAT)
65909	FETC: Nail Technology	NQF: level 4	120	21/24/66	12 Months	R .....	R .....	R .....
65749	NC: Hairdressing	NQF: level 3	120	21/24/67	12 Months	R .....	R .....	R .....
66249	FETC: New Venture Creation	NQF: level 4	149	21/24/68	12 Months	R .....	R .....	R .....
50080	FETC: Project Management	NQF: level 4	136	21/24/69	12 Months	R .....	R .....	R .....
49648	NC: New Venture Creations (SMME)	NQF: level 2	138	21/24/70	12 Months	R .....	R .....	R .....
57804	National Certificate: Public Administration	NQF Level 3	157	21/24/71	12 Months	R .....	R .....	R .....
48433	National Certificate: Conservation: Species Care in Controlled Environments	NQF Level 02	133	21/24/72	12 Months	R .....	R .....	R .....
14111	National Certificate: Professional Cookery	NQF Level 4	145	21/24/73	12 Months	R .....	R .....	R .....
59389	National Certificate: Nature Conservation: Resource Guardianship	NQF Level 2	121	21/24/74	12 Months	R .....	R .....	R .....
59949	National Certificate: Natural Resource Management: Terrestrial	NQF Level 5	144	21/24/75	12 Months	R .....	R .....	R .....
63109	Further Education & Training Certificate: Nature Conservation: Natural	NQF Level 4	144	21/24/76	12 Months	R .....	R .....	R .....

SAQA ID	QUALIFICATION TITLE	Level	Credits	REFERENCE	DURATION	PRICE PER PERSON (EXCLUDING VAT)	VAT @ 15%	PRICE PER PERSON (INCLUSIVE OF VAT)
	Resource - Guardianship Terrestrial							
48433	National Certificate: Conservation: Species Care in Controlled Environments	NQF Level 2	133	21/24/77	12 Months	R .....	R .....	R .....
58341	Diploma: Business management	NQF Level 05	240	21/24/78	24 Months	R .....	R .....	R .....
67696	National Certificate: Governance and Administration	NQF Level 06	120	21/24/79	12 Months	R .....	R .....	R .....
50081	Further Education and Training Certificate: leadership development	NQF Level 04	160	21/24/80	12 Months	R .....	R .....	R .....
66998	National Certificate: N6 Financial Management	NQF Level 04	60	21/24/81	12 Months	R .....	R .....	R .....
49011	National Diploma in Animal Production	NQF Level 05	240	21/24/82	24 Months	R .....	R .....	R .....
71549	Further Education and Training Certificate: Tourist Guiding	NQF Level 04	134	21/24/83	12 Months	R .....	R .....	R .....
59949	National Certificate: Natural Resource Management: Terrestrial	NQF Level 05	144	21/24/84	12 Months	R .....	R .....	R .....
80929	Higher Certificate in Nature Conservation in Implementation and Leadership	NQF level 05	120	21/24/85	12 Months	R .....	R .....	R .....

SAQA ID	QUALIFICATION TITLE	Level	Credits	REFERENCE	DURATION	PRICE PER PERSON (EXCLUDING VAT)	VAT @ 15%	PRICE PER PERSON (INCLUSIVE OF VAT)
22902	National Diploma: Environmental Education, Training and Development Practice	NQF Level 05	240	21/24/86	24 Months	R .....	R .....	R .....
58395	National Certificate: Project Management	NQF Level 05	120	21/24/87	12 Months	R .....	R .....	R .....
49257	National Certificate: Conflict Management and Transformation	NQF Level 05	124	21/24/88	12 Months	R .....	R .....	R .....
50285	National Certificate: Professional Driving	NQF Level 03	122	21/24/89	12 Months	R .....	R .....	R .....

# **THE NATIONAL TREASURY**

**Republic of South Africa**



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

**July 2010**

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

**NOTES**

The purpose of this document is to:

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

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

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

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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](http://www.treasury.gov.za)

## **4. Standards**

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

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

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

## **6. Patent rights**

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

**7. Performance security**

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

**8. Inspections, tests and analyses**

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

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

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

## **9. Packing**

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

## **10. Delivery and documents**

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

## **11. Insurance**

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

## **12. Transportation**

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

## **13. Incidental services**

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

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

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

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

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

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

#### **15. Warranty**

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

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

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

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

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

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

**16. Payment**

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

**17. Prices**

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

**18. Contract amendments**

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

**19. Assignment**

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

**20. Subcontracts**

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

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

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

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

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

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

## **22. Penalties**

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

## **23. Termination for default**

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

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

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

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

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



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

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

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

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

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

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

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

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

may be due to him

**25. Force Majeure**

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

**26. Termination for insolvency**

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

**27. Settlement of Disputes**

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

**28. Limitation of liability**

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

	(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
<b>29. Governing language</b>	29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
<b>30. Applicable law</b>	30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
<b>31. Notices</b>	<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>
<b>32. Taxes and duties</b>	<p>32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.</p> <p>32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.</p> <p>32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.</p>
<b>33. National Industrial Participation Programme (NIP)</b>	33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
<b>34 Prohibition of Restrictive practices</b>	<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

