



forestry, fisheries & the environment

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

INVITATION TO BID

BID NUMBER: DFFE-T030 (22/23)

TO APPOINT SUITABLE QUALIFIED SERVICE PROVIDER(S) TO RENDER SERVICES TO THE DEPARTMENT OF FORESTRY, FISHERIES AND THE ENVIRONMENT IN SUPPORT OF THE ESTABLISHMENT FOUR SUSTAINABLE PLASTIC RECYCLING FACILITIES & BUY PACK CENTRES AT KING SABATA DALINDYEBU MUNICIPAL AREA AS WELL AS THE KOUGA LM IN THE EASTERN CAPE IN SUPPORT OF OPERATION PHAKISA: CHEMICALS AND WASTE ECONOMY, UNDER THE SEPARATION OF WASTE AT SOURCE INITIATIVE FOR A 12 MONTH PERIOD.

Contact persons:

Name : Hombakazi Blou
Office Telephone No. : (012)- 399-9763
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Name : Francois Nel
Office Telephone No. : (012)- 399-9291
E-Mail : fnel@dffe.gov.za

NATIONAL TREASURY CENTRAL SUPPLIER DATABASE (CSD) REGISTRATION INFORMATION

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

CLOSING DATE OF THE BID: 25 JULY 2022 AT 11H00

Non-compulsory briefing session will be held as follows: Date: 07 July 2022

Time: 10H00 – 11H00

Please note that the virtual briefing link will be published on DFFE website

PART A INVITATION TO BID /

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	DFFE-T030(22/23)	CLOSING DATE:	25 JULY 2022	CLOSING TIME:	11:00
DESCRIPTION	TO APPOINT SUITABLE QUALIFIED SERVICE PROVIDER (S) TO RENDER SERVICES TO THE DEPARTMENT OF FORESTRY, FISHERIES AND THE ENVIRONMENT IN SUPPORT OF THE ESTABLISHMENT FOUR SUITABLE PLASTIC RECYCLING FACILITIES & BUY PACK CENTRES AT KING SEBATA DALINDYEBU MUNICIPAL AREA AS WELL AS THE KOUGA LM IN THE EASTERN CAPE IN SUPPORT OF OPERATION PHAKISA: CHEMICALS AND WASTE ECONOMY, UNDER THE SEPARATION OF WASTE AT SOURCE INITIATIVE FOR A 12 MONTH PERIOD				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
Department of Forestry Fisheries and the Environment; The Environment House,					
473 Steve Biko Road; Cnr Soutpansberg and Steve Biko Road, Arcadia Pretoria /Tshwane					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Ms Vonani Rikhotso; Mpho Lehutso; Tlotlo Thupe		CONTACT PERSON	Ms. Homabakazi Blou	
TELEPHONE NUMBER	012 399 9670/9671/9055		TELEPHONE NUMBER	(012)-399-9763	
FACSIMILE NUMBER	N/A		FACSIMILE NUMBER	N/A	
E-MAIL ADDRESS	vrikhotso@dffe.gov.za mlehutso@dffe.gov.za mthupe@dffe.gov.za		E-MAIL ADDRESS	hblou@dffe.gov.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT <input type="checkbox"/> Yes <input type="checkbox"/> No		
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

PART B TERMS AND CONDITIONS FOR BIDDING

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

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

SIGNATURE OF BIDDER:

.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:

.....

(Proof of authority must be submitted e.g. company resolution)

DATE:

.....

PRICING SCHEDULE
(Professional Services)

NAME OF BIDDER:	BID NO: DFFE-T030 (22/23)
CLOSING TIME 11h00	CLOSING DATE: 25 JULY 2022

OFFER TO BE VALID FOR120.....DAYS FROM THE CLOSING DATE OF BID.

DESCRIPTION: TO APPOINT SUITABLE QUALIFIED SERVICE PROVIDER (S) TO RENDER SERVICES TO THE DEPARTMENT OF FORESTRY, FISHERIES AND THE ENVIRONMENT IN SUPPORT OF THE ESTABLISHMENT FOUR SUSTAINABLE PLASTIC RECYCLING FACILITIES & BUY BACK CENTRES AT KING SABATA DALINDYEBU MUNICIPAL AREA AS WELL AS THE KOUGA LM IN THE EASTERN CAPE IN SUPPORT OF OPERATION PHAKISA: CHEMICALS AND WASTE ECONOMY, UNDER THE SEPARATION OF WASTE AT SOURCE INITIATIVE FOR A 12 MONTH PERIOD.

**(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: Tlotlo Thupe; Vonani Rikhotso and Mpho Lehutso

Tel: (012) 399 9670/9671/9055

E-mail: mthupe@dfpe.gov.za ; vrkhotso@dfpe.gov.za or mlehutso@dfpe.gov.za

Or for technical information –

Name : Ms. Hombakazi Blou
Office Telephone No. : 012 399-9763
E-Mail : hblou@dfpe.gov.za

Name : Mr. Francois Nel
Office Telephone No. : 012 399-9291
E-Mail : fnel@dfpe.gov.za

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

Full Name	Identity Number	Name of State institution

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

- 2.2.1 If so, furnish particulars:

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

-

 2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract?

YES/NO

- 2.3.1 If so, furnish particulars:

.....

3 DECLARATION

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

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

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

SBD4

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

1.3 Points for this bid shall be awarded for:

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

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

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

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

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

2. DEFINITIONS

- (a) **“B-BBEE”** means broad-based black 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 OR 90/10 PREFERENCE POINT SYSTEMS

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

80/20

or

90/10

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

Where

Ps = Points scored for price of bid under consideration

Pt = 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 (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	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 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		
Black people who are youth		
Black people who are women		
Black people with disabilities		

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

8. DECLARATION WITH REGARD TO COMPANY/FIRM

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

8.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

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

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in

paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;

iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –

- (a) disqualify the person from the bidding process;
- (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution.

WITNESSES

1.
2.

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

DATE:

ADDRESS

.....

.....

DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

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

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

1. General Conditions

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

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

Where

x is the imported content in Rand

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

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) at 12:00 on the date of advertisement of the bid as indicated in paragraph 4.1 below.

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

1.6. A bid may be disqualified if this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation;

2. The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:

<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>
_____	_____ %
_____	_____ %
_____	_____ %

3. Does any portion of the goods or services offered have any imported content?

(Tick applicable box)

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

3.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by SARB for the specific currency at 12:00 on the date of advertisement of the bid.

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

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

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

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

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

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

IN RESPECT OF BID NO.

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

.....

NB

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

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

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that:
 - (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
- (c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

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

If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above. The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E.

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

of 2000).

SIGNATURE: _____

DATE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____

Annex C

Local Content Declaration - Summary Schedule

(C1) Tender No.			
(C2) Tender description:			
(C3) Designated product(s)			
(C4) Tender Authority:			
(C5) Tendering Entity name:			
(C6) Tender Exchange Rate:	Pula		EU
(C7) Specified local content %			

Note: VAT to be excluded from all calculations

GBP

Calculation of local content							
Tender item no's	List of items	Tender price - each (excl VAT)	Exempted imported value	Tender value net of exempted imported content	Imported value	Local value	Local content % (per item)
(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)

Tender summary			
Tender Qty	Total tender value	Total exempted imported content	Total Imported content
(C16)	(C17)	(C18)	(C19)

(C20) Total tender value

(C21) Total Exempt imported content

(C22) Total Tender value net of exempt imported content

(C23) Total Imported content

(C24) Total local content

(C25) Average local content % of tender

Signature of tenderer from Annex B

Date:



THE DEPARTMENT OF FORESTRY, FISHERIES AND THE ENVIRONMENT (DFFE) AS AN ORGAN OF STATE SUBSCRIBES TO AND PROPAGATES BOTH THE NOTION OF BROAD BASED BLACK ECONOMIC EMPOWERMENT ACT (Act No. 53 of 2003) (BBBEE) THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 (Act No. 5 of 2000) AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017

TERMS OF REFERENCE

TO APPOINT SUITABLE QUALIFIED SERVICE PROVIDER(S) TO RENDER SERVICES TO THE DEPARTMENT OF FORESTRY, FISHERIES AND THE ENVIRONMENT IN SUPPORT OF THE ESTABLISHMENT FOUR SUSTAINABLE PLASTIC RECYCLING FACILITIES & BUY BACK CENTRES AT KING SABATA DALINDYEBO MUNICIPAL AREA AS WELL AS THE KOUGA LM IN THE EASTERN CAPE IN SUPPORT OF OPERATION PHAKISA: CHEMICALS AND WASTE ECONOMY, UNDER THE SEPARATION OF WASTE AT SOURCE INITIATIVE FOR A 12 MONTH PERIOD

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1. PURPOSE

- 1.1. To appoint suitable qualified service provider(s) to establish four (4) Sustainable Plastic Recycling Facilities for King Sabata Dalindyebo LM (KSD) and four (4) for Kouga LM for the Upliftment of Youth including the establishment of Buy Back Centers and introducing separation at source within the King Sabata Dalindyebo / Kouga Municipal areas in the Eastern Cape in support of Operation Phakisa: Chemicals and Waste Economy under the separation of waste at source initiative for a period of 12 months.

2. INTRODUCTION AND BACKGROUND

- 2.1. South Africa is facing a major solid waste management crisis that requires urgent action from all spheres of government in collaboration with civil society, the private sector and academia. According to a 2012 World Bank Report, South Africa was identified as the 15th largest generator of waste in the world. Globally, the total amount of municipal solid waste produced in cities (densely populated urban areas) is growing even faster than urbanisation is occurring and is likely to almost double by 2025, going from 1.3 billion tons per year to 2.2 billion tons.
- 2.2. South African cities face a dire crisis with landfill space in the country whereby some are expected to run out in six years' time if drastic steps are not taken to significantly reduce the amount of waste generated and to accelerate recycling efforts. Current estimates indicate that only 10% of the country's waste is being recycled, while uncollected and mismanaged waste contributes to flooding, land contamination, air and water pollution and leads to serious public health impacts.
- 2.3. Despite there being an enabling legislative environment for South African cities to act, the challenges of inadequate human and financial resources, poor execution, and lack of enforcement of existing regulations and by-laws persist across all metropolitan municipalities. In addition, according to the 2012 World Bank Report, the financial value of the formal South African waste sector (both public and private), which is estimated to be as high as R15.3bn or 0.51 percent of South Africa's gross domestic product (GDP), as well as the economic potential of the waste sector have still not been fully realised.
- 2.4. To ensure that the potential economic benefits of the waste sector are realised and to assist municipalities to accelerate their transition to sustainability, the DEA in collaboration with the Department of Planning, Monitoring and Evaluation (DPME) hosted the Operation Phakisa: Chemicals and Waste Economy Operation from 24 July to 24 August 2017.
- 2.5. Chemicals and Waste Phakisa is aimed at engaging on opportunities that can lead to reduction of impact on the environment, while growing the GDP contribution and creating jobs. Session was attended by various sector stakeholders and high impact initiatives were identified, that would create new jobs, contribute to GDP growth, and reduce the harmful impacts of chemicals and waste on the economy.
- 2.6. Four (4) work streams and twenty (20) initiatives were identified. One of the initiatives of the Phakisa Lab was to set a goal of a minimum of 50% of households separating waste at source (S@S) in

Metropolitan Municipalities by 2023. This will in part be achieved through the review, amendment, and alignment of cities' waste management bylaws with national and provincial policies and regulations.

- 2.7. **King Sabata Dalindyebo Local Municipality** is one of the five local municipalities in the OR Tambo District Municipality in the Eastern Cape, covers an area of about 3027 square kilometers with an estimated population of 494 000 people. The municipality is the economic hub of the region, sharing the urban space with neighboring local municipalities: Nyandeni LM to the North-east, Mhlontlo LM to the North, Engcobo LM to the West, and Mbhashe LM to the South. With a GDP of R 27.7 billion in 2019 (up from R 14 billion in 2009), the King Sabata Dalindyebo Local Municipality contributed 64.78% to the O.R. Tambo District Municipality GDP.
- 2.8. The growing population in King Sabata Dalindyebo Local Municipality has an implication in waste management service where the waste from under serviced areas in neighboring municipalities, waste from peri urban areas, informal settlements and in rural areas find its space in the urban center thereby suppressing the general street cleaning and refuse removal service in the urban center. in response to the Constitutional mandate of the municipality to provide the waste management service, an Integrated Waste Management Plan has been developed to respond to the objectives of the National Environmental Waste Management Act, Act No 59 of 2008. The approved Integrated Waste Management Plan addresses the 4 R's of Reduce, Reuse, Recycle and Rethink as part of minimizing waste in the municipality. The recycling service in the municipality is dominated by 2 private recycling companies which are more focusing on bottle, cans, metal, and paper with less focus on plastic, however plastic remain a challenge especially in rural areas and in informal settlements and it finds its space to rivers and to the sea threatening the ocean economy.
- 2.9. **Kouga Municipality (KM)** a coastal town in the Eastern Cape's mandate is to render integrated community services to enhance community development in general and promote a clean and safe environment. KM's Integrated Development Plan (IDP) addresses environmental protection, social upliftment, and economic growth. KM's IDP also incorporates elements such as water management, energy efficiency, tree planting, landscaping, beautification, public participation and institutional arrangement and leadership in the municipality. The Kouga Municipality (KM) continues to make strides towards managing its climate change related activities and further seek to adapt and ensure resilience of its economy and community to climate events. KM's draft Integrated Waste Management Plan addresses the 4 R's of Reduce, Reuse, Recycle and Rethink. Kouga Municipality is faced with plastic pollution impacting on the environment and ocean.
- 2.10. In an attempt to re-position and rebrand the perceptions, the social and economic prospects of the municipalities, they have drawn their mandate from the NDP, NGP, IPP, PDP, DDP. With the priority placed on our 6 pillars it has harnessed both an external and inward focus to address their focal areas holistically.
- 2.10.1. Their key strategic priorities are as follows:
- i. Institutional building (council, management & Business and Labour)
 - ii. Economic stimulation (Consultation, Policy, conditions, investments retention 10 on 10 engagements)

- iii. Community outreach.
- iv. Law enforcement and compliance
- v. Clean UP KSD / Kouga Towns

3. OBJECTIVES

- 3.1 The Department would like to call for tenders from service provider(s) for the technical requirements, establishment of plastic recycling and buy back centers, support SMME's/Cooperatives to manage these facilities and provide education and training of community members to address separation of waste at source, to achieve the goals set out in the Operation Phakisa: Chemicals and Waste Economy. The call specifies the objectives of the project and the activities to be undertaken during project implementation. In addition, the document highlights the relevant tender submission requirements for the project.

4. SCOPE AND EXTENT OF WORK

The Scope of work in relation to the overall objectives are as follows:

- 4.1. **TECHNICAL REQUIREMENTS** - The vision for the establishment of plastic recycling centers, separation at source and buy back center programme is to “divert recyclable waste away from landfill by establishing a Recycling Economy within the KSD and Kouga Municipalities and align with the National waste management strategy 2021 and objectives of the operation: Phakisa Chemicals and Waste Economy.
- 4.2. **KSDL identified sites:**
- 4.2.1. Makhenkesi Township in Mqanduli
 - 4.2.2. Mdlekeza Park in Mthatha East
 - 4.2.3. Mandela Park in Mthatha West
 - 4.2.4. Mthatha Landfill Site in Mthatha East
- 4.3. **Kouga LM Identified sites:**
- 4.3.1. Jeffreys Bay – Pellsrus/Ocean View
 - 4.3.2. St Francis Bay – Sea Vista
 - 4.3.3. Humansdorp – Kwanomzano
 - 4.3.4. Gamtoos Valley – Hankey
- 4.4. To achieve this vision the following guiding principles have been adopted:
- i. Establishing a recycling economy
 - ii. Separate recyclable waste at source
 - iii. Focus on domestic customers (formal and informal households).
 - iv. No one size fits all. (Consider alternatives)
 - v. Enforce separation of recyclable waste at source (Waste Management By-law enforcement).
 - vi. Establish partnerships with the private sector e.g., service provider and SMME's / Cooperatives as well as partnerships with recycling companies.
 - vii. Formalise the role of reclaimers/waste pickers.

- 4.5. To create an environment in which all citizens (households and businesses) residing within KSDLM, and Kouga LM can participate in the recycling of general waste generated within the municipality. This will include the education of citizens, the establishment of infrastructure and processes that will encourage and empower citizens to participate.
- 4.6. The benefits include but is not limited to:
 - 4.6.1. Small scalable workspaces can be created and established virtually anywhere.
 - 4.6.2. Self -sustainable (circular economies)
- 4.7. Job creation – run with 15 people directly (per site) and unquantified indirect
 - 4.7.1. Reclaimers
 - 4.7.2. Artisans
 - 4.7.3. Sales
 - 4.7.4. Other
- 4.8. Conclude agreements between beneficiaries in collaboration with the identified database of the Municipality for support to each site.
- 4.9. Procure 10 000 bales per Municipality (100 per bale) beige waste bags (950 (L) x 750 (W) x 30 Micron Thick.
- 4.10. Procure 16 x 6 m³ skip bins for non-recyclables (2 x per site)

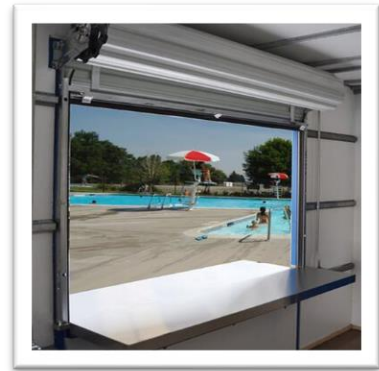
- 4.10.1. Volume: 6.0m³
- 4.10.2. Material: 3.0 mm mild steel
- 4.10.3. Finish: Spray painted with logos of Operation Phakisa: Chemicals and Waste Economy / DFFE
- 4.10.4. Length: 4.5 meters
- 4.10.5. Width: 1.7 meters
- 4.10.6. Height: 1.2 meters



- 4.11. Procure and deliver four (4), 12 m³ containers per Municipality with door and two secured windows to be allocated at identified sites and handed over to the Municipality after conclusion of the project.

- 4.11.1. Length: 12+m
- 4.11.2. Width: 2.3+m
- 4.11.3. Height: 2.3+m
- 4.11.4. Weight: 4+tonnes
- 4.11.5. Floor Area: 28+m²
- 4.11.6. Cubic Capacity: 66+m³
- 4.11.7. Door – Flip up with legs (3 meters wide)
- 4.11.8. Windows: 1 X Concession Window with roller door (2.4384mm)





4.11.9. 1 x Extra-large window with burglar proofing (2.4384mm)

4.11.10.DB Board

4.11.11.Double plug points for all electrical need

4.12. All installations must conform to relevant legislation

4.12.1. Chimney Turbines for ventilation (2 x per container)

4.12.2. Branded with logos of Operation Phakisa: Chemicals and Waste Economy / DFFE and Municipal logo.

“PLASTIC RECYCLING FACILITY”



OPERATION PHAKISA
CHEMICALS AND WASTE ECONOMY



Design to conform to branding guide of the Department and the Municipality.

4.13. Procure and deliver four (4) VIP toilet units per municipality (Total 8), as well as service contract for a period of 12 Months.

Mobile Double VIP Toilet

4.13.1. Single Axle Braked

4.13.2. Circulated

4.13.3. 3M x 1.5M x 2.1M

Includes:

4.13.4. large wall mirror

4.13.5. Sanitiser

4.13.6. windows 2 sides

4.13.7. step rail

4.13.8. Branded with DFFE logo/ Phakisa logo / Municipal Logo

4.13.9. Branded with logos of Operation Phakisa: Chemicals and Waste Economy / DFFE and Municipal logo.



4.14. Procure 8 x Weighing Platform scales 5000 kg capacity – 1 per site

4.14.1. Capacity (kg): 5000

4.14.2. Usage: Industrial

4.14.3. Features: Accumulate, Check Weighing, Controls, Main Control Functions (Gross or Net, Memory Recall, Power On/Off), Print, Tare, Tares, Zero

4.14.4. Warranty: 1 Year(s)

4.14.5. Platform Size WxH (mm): 1500 x 1500

4.14.6. Accuracy: 2 gm



4.15. Procure, deliver and commission 8 Washing and drying apparatus (1 x per site)



TECHNICAL DATA	
Type	Washing / drying plant
System	Recirculation with 1000L plastic tank
Operation	Electricity / gas
Capacity	380 – 500 Kg per hour
Power (W)	3KW reduction motor

4.16. Procure and deliver 1 Shredder per site: (Total 8)

Shredder technical data



TECHNICAL DATA	
Type	Double Shaft
Weight	340 kg
Dimensions	1205 x 550 x 1512 MM
Blade width	6 mm
Power (W)	2.2 to 4 KW
Voltage	400 V

4.16.1. Warranty: 1 Year(s/) service and maintenance plan

4.16.2. After sales support and perform machinery maintenance for the specified period of the service plan.

4.17. **Procure, deliver, install and commission 8 x Extruder machines (1 x per site)**

Technical Data:



TECHNICAL DATA	
Type	Single screw
Weight	110 kg
Dimensions	1500 x 600 x 1550 MM
Power (W)	5 KW
Voltage	400 V
Amperage (AMP)	16 A

4.17.1. Warranty: 1 Year(s/) service and maintenance plan.

4.17.2. After sales support and perform machinery maintenance for the specified period of the service plan.

4.18. **Procure, deliver, install and commission of Sheet press machines - 1 x per site (Total 8)**

Technical data:



TECHNICAL DATA	
Type	Hydraulic press
Weight	450 kg
Dimensions	1620 x 1620 x 1780 MM
Power (W)	15 KW
Voltage	400 V
Amperage (AMP)	32 A

4.18.1. Warranty: 1 Year(s/) service and maintenance plan.

4.18.2. After sales support and perform machinery maintenance for the specified period of the service plan

4.18.3. Maintenance, product training, service contracts and warranties of equipment to be stipulated for a 12-month period

4.19. Procure 2 x 3 - ton trucks (Cage vehicle) – One per Municipality:



Engine Layout	Diesel inline 6
Engine type	Turbo intercooled
Engine capacity (cc)	5883
Power kw at r/min	108 @ 2500
Torque Nm at r/min	590 @ 1500
1 x steel fitted cage - painted black	The load-bin must be self-tipping with hydrohalic lifting mechanism and controls from the side of the truck.

Truck to be branded as follows (Stickers)

- 4.19.1. DFFE logo /Operations Phakisa Chemicals and Waste Economy logo on side panels of the vehicle
- 4.19.2. Municipal logo on doors of vehicle
- 4.19.3. Third party liability insurance during delivery of tractors and implements in the designated district
- 4.19.4. The supplier must have access to suitable Low- Bed Trucks for the delivery of vehicles.
- 4.19.5. The supplier must have equipped workshops or access to the equipped workshop to service the vehicle within the designated municipality
- 4.19.6. All equipment's and trucks must be delivered within 90 days after receiving formal instruction from Project Manager.
- 4.19.7. Standard service and Maintenance plan
- 4.19.8. Registration of the Vehicle in the Name of the Municipality at the project handover.

NB: Only **brand-new machines** shall be accepted by the Department, as such bidder must submit their quotations based on the brand-new machine.

5. DELIVERABLES

5.1. **Deliverable 1:**

- 5.1.1. Provision, installation, and commissioning of listed equipment in support of the operations of the Recycling Centre, see **figure 1 & 2**

5.2. **Deliverable 2:**

- 5.2.1. Supply refurbished containers as per specifications into fully fledged buy back center and plastic recycling centers as per illustration.

5.3. **Deliverable 3:**

- 5.3.1. Train 5 beneficiaries per site into the operation and management of the facilities – Provide training manual considered National policies and programmes. (Beneficiaries need to be identified in collaboration with Council structures.
- 5.3.2. Provide stipends for 15 beneficiaries per site (SMME/Coop) for a period of 6 months in line with the EPWP guideline.
- 5.3.3. Development and implementation of an awareness strategy and material relevant to target audience (Unemployed / Focus Groups), social media, Fridge magnets, Workshops etc.) and train community members in waste minimization benefits, separation at source, plastic recycling in collaboration with DFFE and the Municipality.
- 5.3.4. Identify relevant Recycling beneficiation initiatives local, regional, and nationally linked to the intended outcomes of the project

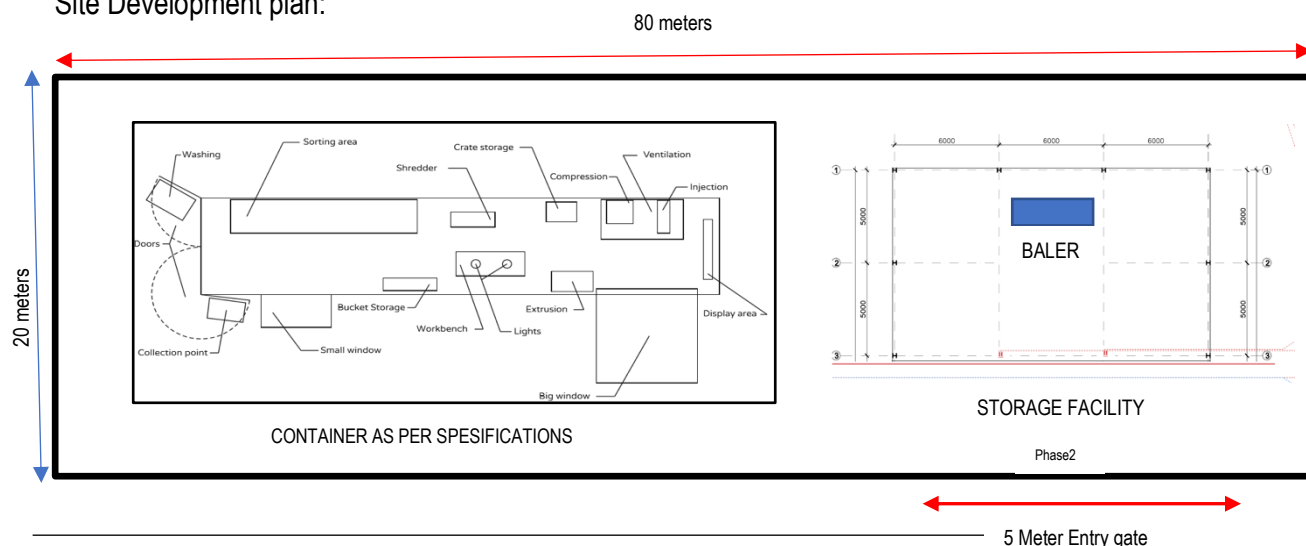
5.4. **Deliverable 4:**

- 5.4.1. Provision and connection of an approved electrical installation to support procured equipment.

5.5. **Deliverable 5**

- 5.5.1. Procure site security for the duration of the contract. One unarmed security guard (Day and night shift) including weekends and public holidays for a period of 12 months, supported by armed response.

Site Development plan:



The figures below show the type of containers that will be used and the process flow:

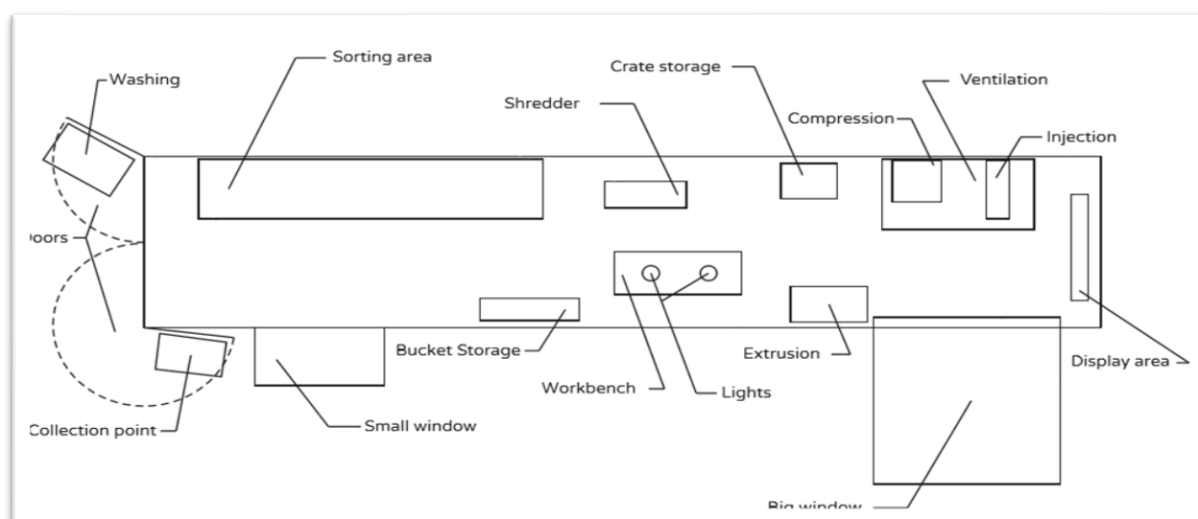


FIGURE 1 – LAND AND CONTAINER

FIGURE 2 – PROCESS

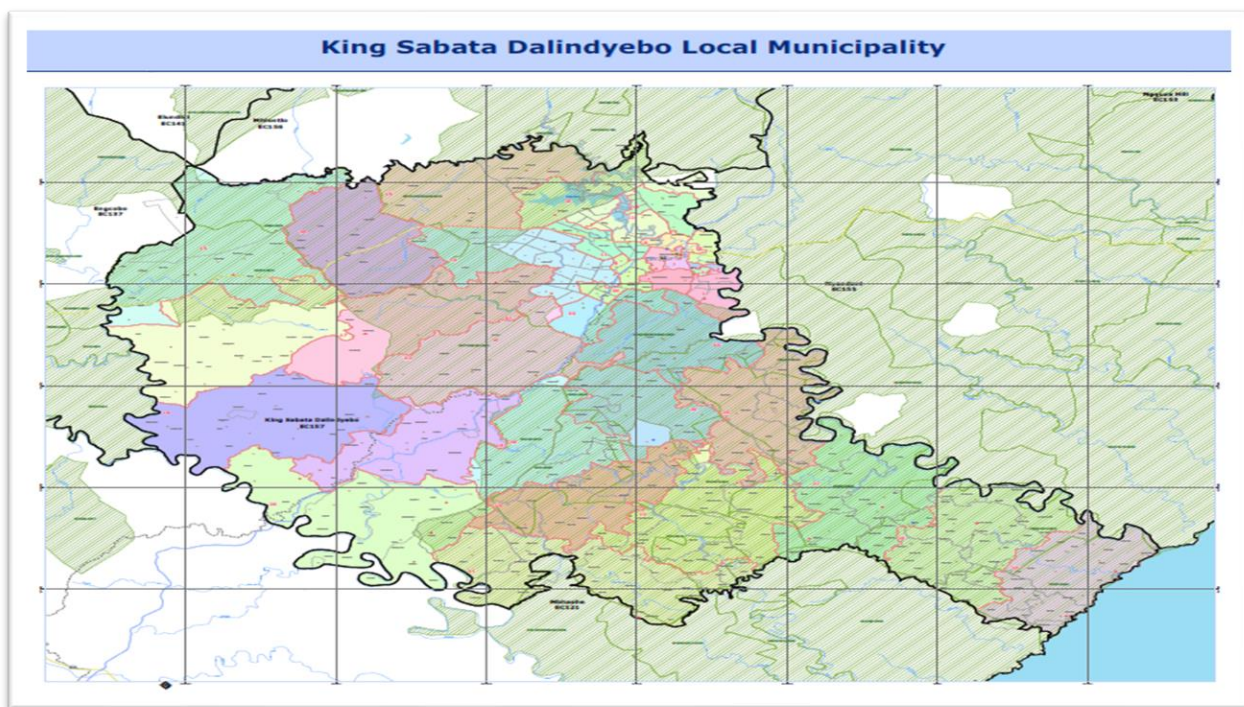
5.6. **Deliverable 6:** Development of project implementation and awareness plan linked to the NWMS 2020 / Operation Phakisa: Chemicals and Waste Economy objectives:

- 5.6.1. Identify SMME's/Cooperatives in consultation with municipality to be the direct beneficiaries of the project.
- 5.6.2. Identify the local market to sell recyclables
- 5.6.3. Training of SMME's/Coops beneficiaries in artisan skills
- 5.6.4. The establishment of team to be trained and run the process at each of the centers.
- 5.6.5. Education and awareness to beneficiaries and community

- 5.6.6. Monitoring and evaluation – Monthly project meetings
- 5.6.7. Ongoing project management, report writing and feedback to the DFFE forum and the funding organization(s).

(This must be done in collaboration with the Municipality and DFFE – CWE)

- 5.7. **Deliverable 7:** Employ (focus on youth) and train 120 workers for a period of 6 x months based on remuneration guideline for the EPWP programme:
 - 5.7.1. 112 x General Workers and 8 x Administrator (Supervisor) employed for 6 months period.
 - 5.7.2. 60 Workers per Municipality (15 Workers per site)
 - 5.7.3. 120 x Workers trained on Health, Safety and Environment
 - 5.7.4. 120 Medicals conducted to the Occupational Health and Safety Act (85 of 1993)
- 5.8. **Deliverable 8:** Provision of protective clothing for identified participants consisting of:
 - 5.8.1. 240 x Conti – Suits Emerald Green with reflective strips (Embroided with DFFE and Municipal Logo) Operation Phakisa: Chemicals and Waste Economy embroidered on back
 - 5.8.2. 120 Safety Goggles - Protective goggles anti fog anti mist
 - 5.8.2.1. Anti-mist safety goggle.
 - 5.8.2.2. Polycarbonate lens. Direct vent.
 - 5.8.2.3. Soft PVC frame.
 - 5.8.2.4. Fits over most prescription glasses.
 - 5.8.2.5. Adjustable strap
 - 5.8.3. 240 x T Shirts (2 per participant) round neck. specification: san 075 revised December 2005. fabric: sans 750:2007, edition 4.1, type 165, amendment with logo sizes: all. colour: white and green.
 - 5.8.4. 120 x Plastic Corded Ear plugs - reusable
 - 5.8.5. 120 x sun hat, (Embroided with DFFE logo on front and Operation Phakisa: Chemicals and Waste Economy embroidered on side
 - 5.8.6. 120 x Pairs of Gloves, safety, rubber, smooth outside, rough palm, black)
 - 5.8.7. 120 x Three-layer Fabric Face Masks (Branded with DFFE and Municipal Logo) Middle layer (filter) - 120 mm by 100 mm
 - 5.8.8. 120 x Pairs of Safety Boots - steel toe cap



5.9. **Stakeholder mapping and engagement:** The information from the map below as well as demographics of the area is important for the sustainability of the project:

FIGURE 4: KSDLM LOCALITY MAP



FIGURE 5: KOUGA LOCALITY MAP

5.10. Capacity Building

- 5.11. **Reclaimer Integration:** The programme has as one of its objective's incorporations of reclaimers/waste pickers into the operations and solutions that come through the programme. Reclaimer integration refers to the incorporation of reclaimers into the value chain of S@S. Most of the current integration happens through interface with the cooperatives i.e., reclaimers selling material to cooperatives and cooperatives facilitating better working environments for reclaimers.

5.12. Infrastructure Development - KSDLM

- 5.12.1. Infrastructure to support recycling is key to the success of the programme. The municipality has 2 waste disposal facilities that are licensed and in operation (Mthatha landfill site with a closure permit and Mqanduli landfill site with an operating permit). Mthatha landfill site has reached its operational lifespan, however a new landfill site is under construction 10 km away from the urban centre and a new Waste Transfer Station has been constructed and commissioned in Coffee Bay to minimize waste going to the landfill site.
- 5.12.2. Of the total number of households in KSDLM, only 14 695 households that are receiving formal refuse collection service, 32 000 households in Mthatha West (not formalized settlements) and about 64 000 rural households are currently not formally serviced resulting in leakages of waste to the urban centre in both Mthatha and Mqanduli leading to illegal dumping. Additional infrastructure in the form of drop off centres and waste buy back centres are required in Mthatha West, Mthatha East and in Mqanduli Township (Makhenkesi) to support the existing infrastructure and to promote waste minimisation through recycling.

5.13. KOUGA LM - Infrastructure Development - KSDLM

- 5.13.1. Infrastructure to support recycling is key to the success of the programme. Plans in this regard include the upgrading of drop off facilities to integrate recycling, development of sorting buy back centers, development of the Materials Recovery Facility and general infrastructural support.
- 5.13.2. Drop off sites (3 in Kouga area) needs to be upgraded with shelters to support recycling and sorting activities.
- 5.13.3. Some of the supporting infrastructure recently delivered includes recycling bins to support recycling in schools.
- 5.13.4. Other infrastructure that needs to be established to support the programme is Buy Back centers.

5.14. Additional benefits will arise from the project to strengthen capacity building:

- i. Social Upliftment and inclusive waste economy
- ii. Development of youth and vulnerable groups
- iii. Contribution to EPWP Programme by creating more work opportunities
- iv. Circular Economy
- v. Rural and economic development
- vi. Waste Minimization

- vii. Formal Programme for Waste Reclaimers
- viii. Realize the objectives of the IDP & IWMP
- ix. Contribute towards a Clean and Green City
- x. Capacity Building on EPWP & Co operatives
- xi. Sustainable solution to clean environment

5.15. **Institutional strengthening**

Community will benefit from:

- i. building the workspace and the machines
- ii. collecting raw materials to sell to the workspace e.g., Reclaimers
- iii. facilitate the workspace streams
- iv. sell the product

5.16. **PROJECT DEVELOPMENT STAGES**

The proposed projects will be engaged in one or a combination of the following project development stages:

- 5.16.1. Project Development Phase:
- 5.16.2. Identifying and securing suitable land (Municipality)
- 5.16.3. Procurement of containers and refurbishing it as recycling and buy back centers
- 5.16.4. Community engagement

5.17. **Identify SMME's/Cooperatives in consultation with municipality to be the direct beneficiaries of the project.**

- 5.18. Identify the local market to sell recyclables
 - 5.18.1. Determine the purchase price for sorted materials
 - 5.18.2. Training of SMME's/Coops beneficiaries in artisan skills

5.19. **Project implementation**

- 5.19.1. The establishment of team to be trained and run the process at each of the centers.
- 5.19.2. Education and awareness
- 5.19.3. Prepare Income Statement to determine future profitability
- 5.19.4. Ensure security e.g., fencing, gates, guards
- 5.19.5. Procurement of assets e.g., bale machine, plastic extruder, skips, scales, & office space/equipment etc.
- 5.19.6. Collector incentives where appropriate
- 5.19.7. Launching the project and give it the necessary support for it to sustain itself.

5.20. **Monitoring and evaluation**

- 5.20.1. Ongoing project management, report writing and feedback to the DFFE / Municipality regarding progress on agreed on targets in project plan.
- 5.20.2. The service provider(s) must develop the following (but not limited to) for this project scope or project charter:

- 5.20.2.1. Project Plan
- 5.20.2.2. Milestones
- 5.20.2.3. Time frames

- 5.21. Bidders are free to apply for any Municipality where they have capacity and capability to deliver. Bidder must tick Municipality (s) they are intending to bid, e.g. by ticking the relevant box **YES/ NO**

MUNICIPALITY/AREA	BIDDER PARTICIPATING	
	YES	NO
King Sabata Dalindyebo Local Municipality		
Kouga Local Municipality		

6. PERIOD / DURATION OF PROJECT / ASSIGNMENT

- 6.1 The service provider(s) appointed will have a contract valid for **12 months** for the completion of all project phases of project. The project will start after signing of SLA by both Parties and the issuing of the official Order.

7 COSTING / COMPREHENSIVE BUDGET

- 7.1 A comprehensive fixed costing must be provided on **Pricing Schedule Annexure A and SBD 3.3** inclusive of all disbursement costs, such as delivery costs, travelling and accommodation costs and other expense per Local Municipality (King Sabata Dalindyebo Local Municipality and/or Kouga Local Municipality) in line with the provisions of deliverables in Section 5 above.
- 7.2 The bidder must submit one bid document however, the proposed key personnel for each Municipality should be clearly indicated, and the Pricing Schedule Annexure A and SBD 3.3 must be fully completed for each Municipality tendered for.
- 7.3 DFFE reserves the right to negotiate price with a recommended service provider identified in the evaluation process without offering the same opportunity to any other bidder (s) who have not been recommended.
- 7.4 Price will be valid for 120 days.

8 EVALUATION CRITERIA

- 8.1 The evaluation for this bid will be carried out in the following phases:
- 8.1.1 Phase 1: Pre-Compliance.
 - 8.1.2 Phase 2: Mandatory Requirements.
 - 8.1.3 Phase 3: Local Content
 - 8.1.4 Phase 4: Functionality Criteria.
 - 8.1.5 Phase 5: Price and BBBEE.

8.2 PHASE 1: Pre-compliance or Initial Screening

8.2.1 During this phase bid documents will be reviewed to determine the compliance with Supply Chain Management (SCM) returnable, tax matters and whether Central Data Base (CSD) report has been submitted with the bid documents at the closing date and time of the bid. Bids which do not satisfy the compliance criteria will not be evaluated further.

8.2.2 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	Duly completed and signed
4	Tax Compliance and CSD Registration	Attached CSD registration number/ Proof of CSD registration and/or SARS Tax Pin
5	SBD 3.3 - Pricing Schedule	Duly completed
6	SCM - SBD 4 – Bidders Disclosure	Duly completed and signed
7	SCM - SBD 6.1 - Preference Points Claim Form in terms of the Preferential Procurement Regulations 2017	Completed and signed
8	SCM - SBD 6.2 - declaration certificate for local production and content for designated sectors (includes Annexure C Form)	Completed and signed
9	In case of bids where Consortia / Joint Ventures, Consortia/Joint Venture agreement signed by both parties must be submitted with bid proposal	JV agreement completed and signed, if applicable

8.3 Phase 2: Mandatory Requirements

8.3.1 The following mandatory requirement will apply for all bidders who are considered responsive on phase 1.

Mandatory Requirement	Signed letter of commitment from the bidder's official letter head confirming that a Warranty for 1 Year service and maintenance plan will be provided for all equipment to be supplied
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8.3.2 Note: Failure to comply with the mandatory requirement will lead to your proposal considered non-responsive and will not be evaluated further.

8.4 PHASE 3: Local Production and Content

8.4.1 Does local production and content apply for this bid?

YES

8.4.2 Regulation 8 of the Preferential Procurement Regulations, 2017 pertaining to the Preferential Procurement Policy Framework Act, Act no 5 of 2000 provides for the designation of sectors in line with national development and industrial policies for local production.

8.4.2.1 To give effect to the above requirement the Textiles, Clothing, Leather and Footwear sector has been designated for local production and content with a minimum threshold of 100%.

8.4.3 Only locally produced or locally manufactured Textiles, Clothing, Leather and Footwear from local raw material or input will therefore be considered. If the raw material or input to be used for a specific item is not available locally, bidders should obtain written authorisation from the Department of Trade and Industry (the DTI) should there be a need to import such raw material or input.

8.4.4 A copy of the exemption letter must be submitted together with the bid document at the closing date and time of the bid.

8.4.5 The following designated sector of raw material or input issued by the Department of Trade and Industry will apply, bidders' must complete and sign **SBD 6.2, Annexure C**.

8.4.6 Annexure D and E can be completed however they are not mandatory returnable documents.

8.4.7 SBD 6.2 and Annexure C must be submitted with the bid documents at the closing date and time of the bid. During this evaluation phase, bidder's responses will be evaluated based on the documents submitted under local production and content.

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

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

Requirement	Local Content %	Comply: Yes or No
➤ 240 x Conti – Suits Emerald Green with reflective strips (Embroided with DFFE and Municipal Logo) Operation Phakisa: Chemicals and Waste Economy embroided on back	100%	
➤ 240 x T Shirts (2 per participant) round neck. specification: san 075 revised December 2005. fabric: sans 750:2007, edition 4.1, type 165, amendment with logo sizes: all. colour: white and green.	100%	

➤ 120 x sun hat, item number 503102503-000000 and 53102503-000006), Embroided with DFFE logo on front and Operation Phakisa: Chemicals and Waste Economy embroidered on side	100%	
➤ 120 x Three-layer Fabric Face Masks (Branded with DFFE and Municipal Logo) Middle layer (filter) - 120 mm by 100 mm	100%	
➤ 120 x Pairs of Safety Boots - steel toe cap	100%	

8.5 PHASE 4: Functionality Criteria

8.5.1 Only bid proposals that meets pre-compliance, Mandatory requirements and local content may be evaluated on functionality criteria,

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

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

0 = Non-compliance, 1 = Poor; 2 = Fair; 3 = Average; 4 = Good; 5 = Excellent.

GUIDELINES FOR CATEGORY CRITERIA	FUNCTIONALITY (KING SABATA DALINDYEBU LOCAL MUNICIPALITY)		
A proposed Project Plan, Methodology and Management of the project in conducting waste management project implementation and awareness and or environmental management project implementation and awareness	Bidders should provide a detailed project plan with intermediate, and final outputs with identified timeframes/milestones of proposed methodology in conducting, design, development of waste management projects in areas of environmental management and/or waste management		
	Project plan, methodology and project management approach in conducting, design, development of waste management projects in areas of environmental management and/or waste management	Indicator	Weight
	Project management approach, project plan and methodology well broken down; with detailed objectives and milestones	5	20
	Project management approach, basic project plan, clear objectives, and clear milestones.	4	
	Action plan provided with deliverables and timeframes.	3	
	Action plan provided with no deliverables and timeframes.	2	
	Task not well understood.	1	
	No information provided	0	

GUIDELINES FOR CATEGORY CRITERIA	FUNCTIONALITY (KING SABATA DALINDYEBU LOCAL MUNICIPALITY)		
Copies of Qualifications of the Lead Project Manager to be assigned to the project.	Bidder (s) are required to demonstrate that they have the necessary resources and technical expertise to undertake and successfully complete the project.		
	Bidder (s) should submit curriculum vitae and relevant <u>copies</u> of qualifications for the Lead Project Manager proposed to be employed on the project.		
	Curriculum vitae are to include specific details of these individuals including, inter alia, relevant experience, contactable references, and experience in conducting, design and implementation of waste management projects and awareness / Local Economic development implementation and facilitation in the Local Government sphere.		
	A Lead Project Manager qualification in /Environmental Management / Waste Management / Environmental Science within the waste or environmental management sector within the Local Government Environment with a <u>PROJECT MANAGEMENT QUALIFICATION</u>	Indicator	Weight
	A Masters or equivalent qualification (s) and above	5	20
	An honours or equivalent qualification (s) and above	4	
	A degree qualification (s)	3	
	A three-year diploma qualification (s)	2	
	Two years diploma or qualification (s)	1	
	No qualification (s) attached/ submitted	0	
Technical Capability/ expertise and track record of the Lead Project Manager to be assigned to the project in conducting and implementing waste management projects/ Environmental awareness within the local government sphere.	Lead Project Manager with experience in Project Management / Environmental Management / Waste Management / Environmental Science within the waste or environmental management sector within the Local Government Environment.	Indicator	Weight
	10 years 'or more experience	5	20
	8 and less than 10 years' experience	4	
	6 and less than 8 years' experience	3	
	4 and less than 6 years' experience	2	
	2 and less than 4 years' experience	1	
	0 and less than 2 years' experience	0	
Copies of Qualifications of the Supporting Team member to be assigned to the project.	Supporting team member's Qualifications: Degree in Environmental Management / Environmental Science / Environmental Health	Indicator	Weight
	An honours or equivalent qualification (s) and above	5	10

GUIDELINES FOR CATEGORY CRITERIA	FUNCTIONALITY (KING SABATA DALINDYEBU LOCAL MUNICIPALITY)		
	A degree qualification (s)	4	
	A three-year diploma qualification (s)	3	
	Two years diploma or qualification (s)	2	
	A certificate	1	
	No qualification (s) attached/ submitted	0	
Technical Capability/ expertise and track record of the Supporting Team member to be assigned to the project in conducting and implementing waste management projects/ Environmental awareness within the local government sphere.	Supporting team member with experience in Waste Management / Environmental Awareness / Stakeholder engagement relevant to Waste Management / Environmental Management within Local Government field:	Indicator	Weight
	6 years 'or more experience	5	10
	4 and less than 6 years' experience	4	
	3 and less than 4 years' experience	3	
	2 and less than 3 years' experience	2	
	1 and less than 2 years' experience	1	
	Less than 1 year experience	0	
The company's experience, track record and knowledge in conducting design, development, and implementation of waste management projects with specific reference to Waste recycling and minimisation as well as community engagement.	Bidder (s) are required to demonstrate relevant experience and competency of the company.		
	Bidder (s) should submit Completion Certificates/ Reference Letters in the management, design, development of projects in areas of environmental management and /or waste management in conducting and implementation of waste management projects and in areas of environmental management and/or waste management within local government.		
	Completion Certificate / Reference Letters must briefly describe the type of services provided for them and must be on the bidders' client' official letterheads and it must be duly signed.		
	Bidder (s) are required to demonstrate company experience and competency relevant in areas of environmental management and/or waste management	Indicator	Weight
	5 x Projects completed with duly signed Completion Certificates/References Letters	5	20
	4 x Projects completed with duly signed Completion Certificates/References Letters	4	
	3 x Projects completed with duly signed Completion Certificates/References Letters	3	

GUIDELINES FOR CATEGORY CRITERIA	FUNCTIONALITY (KING SABATA DALINDYEBU LOCAL MUNICIPALITY)		
	2 x Projects completed with duly signed Completion Certificates/References Letters	2	
	1 x Projects completed with duly signed Completion Certificates/References Letters	1	
	0 x Project completed with duly signed Completion Certificates/References Letters	0	
TOTAL POINTS ON FUNCTIONALITY (KING SABATA DALINDYEBU LOCAL MUNICIPALITY)			100

GUIDELINES FOR CATEGORY CRITERIA	FUNCTIONALITY (KOUGA LOCAL MUNICIPALITY)		
A proposed Project Plan, Methodology and Management of the project in conducting waste management project implementation and awareness and or environmental management project implementation and awareness	Bidders should provide a detailed project plan with intermediate, and final outputs with identified timeframes/milestones of proposed methodology in conducting, design, development of waste management projects in areas of environmental management and/or waste management		
	Project plan, methodology and project management approach in conducting, design, development of waste management projects in areas of environmental management and/or waste management	Indicator	Weight
	Project management approach, project plan and methodology well broken down; with detailed objectives and milestones	5	20
	Project management approach, basic project plan, clear objectives, and clear milestones.	4	
	Action plan provided with deliverables and timeframes.	3	
	Action plan provided with no deliverables and timeframes.	2	
	Task not well understood.	1	
	No information provided	0	
Copies of Qualifications of the Lead Project Manager to be assigned to the project.	Bidder (s) are required to demonstrate that they have the necessary resources and technical expertise to undertake and successfully complete the project.		
	Bidder (s) should submit curriculum vitae and relevant <u>copies</u> of qualifications for the Lead Project Manager proposed to be employed on the project.		

GUIDELINES FOR CATEGORY CRITERIA	FUNCTIONALITY (KOUGA LOCAL MUNICIPALITY)		
	Curriculum vitae are to include specific details of these individuals including, inter alia, relevant experience, contactable references, and experience in conducting, design and implementation of waste management projects and awareness / Local Economic development implementation and facilitation in the Local Government sphere.		
	A Lead Project Manager qualification in /Environmental Management / Waste Management / Environmental Science within the waste or environmental management sector within the Local Government Environment with a <u>PROJECT MANAGEMENT QUALIFICATION</u>	Indicator	Weight
	A Masters or equivalent qualification (s) and above	5	20
	An honours or equivalent qualification (s) and above	4	
	A degree qualification (s)	3	
	A three-year diploma qualification (s)	2	
	Two years diploma or qualification (s)	1	
	No qualification (s) attached/ submitted	0	
Technical Capability/ expertise and track record of the Lead Project Manager to be assigned to the project in conducting and implementing waste management projects/ Environmental awareness within the local government sphere.	Lead Project Manager with experience in Project Management / Environmental Management / Waste Management / Environmental Science within the waste or environmental management sector within the Local Government Environment.	Indicator	Weight
	10 years 'or more experience	5	20
	8 and less than 10 years' experience	4	
	6 and less than 8 years' experience	3	
	4 and less than 6 years' experience	2	
	2 and less than 4 years' experience	1	
	0 and less than 2 years' experience	0	
Copies of Qualifications of the Supporting Team member to be assigned to the project.	Supporting team member's Qualifications: Degree in Environmental Management / Environmental Science / Environmental Health	Indicator	Weight
	An honours or equivalent qualification (s) and above	5	10
	A degree qualification (s)	4	
	A three-year diploma qualification (s)	3	
	Two years diploma or qualification (s)	2	
	A certificate	1	

GUIDELINES FOR CATEGORY CRITERIA	FUNCTIONALITY (KOUGA LOCAL MUNICIPALITY)		
	No qualification (s) attached/ submitted	0	
Technical Capability/ expertise and track record of the Supporting Team member to be assigned to the project in conducting and implementing waste management projects/ Environmental awareness within the local government sphere.	Supporting team member with experience in Waste Management / Environmental Awareness / Stakeholder engagement relevant to Waste Management / Environmental Management within Local Government field:	Indicator	Weight
	6 years 'or more experience	5	10
	4 and less than 6 years' experience	4	
	3 and less than 4 years' experience	3	
	2 and less than 3 years' experience	2	
	1 and less than 2 years' experience	1	
	Less than 1 year experience	0	
The company's experience, track record and knowledge in conducting design, development, and implementation of waste management projects with specific reference to Waste recycling and minimisation as well as community engagement.	Bidder (s) are required to demonstrate relevant experience and competency of the company.		
	Bidder (s) should submit Completion Certificates/ Reference Letters in the management, design, development of projects in areas of environmental management and /or waste management in conducting and implementation of waste management projects and in areas of environmental management and/or waste management within local government.		
	Completion Certificate / Reference Letters must briefly describe the type of services provided for them and must be on the bidders' client' official letterheads and it must be duly signed.		
	Bidder (s) are required to demonstrate company experience and competency relevant in areas of environmental management and/or waste management	Indicator	Weight
	5 x Projects completed with duly signed Completion Certificates/References Letters	5	20
	4 x Projects completed with duly signed Completion Certificates/References Letters	4	
	3 x Projects completed with duly signed Completion Certificates/References Letters	3	
	2 x Projects completed with duly signed Completion Certificates/References Letters	2	
1 x Projects completed with duly signed Completion Certificates/References Letters	1		

GUIDELINES FOR CATEGORY CRITERIA	FUNCTIONALITY (KOUGA LOCAL MUNICIPALITY)		
	0 x Project completed with duly signed Completion Certificates/References Letters	0	
TOTAL POINTS ON FUNCTIONALITY (KOUGA LOCAL MUNICIPALITY)			100

8.6 PHASE 5: Price and BBBEE

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

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

8.6.3 Preference Point System applicable for this bid

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

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

8.6.5 The points scored by a tenderer in respect of the level of BBBEE contribution contemplated in sub regulation 6(2) must be added to the points scored for price as calculated in accordance with sub regulation 6(1) respectively

8.6.6 Subject to regulation 11(1), the contract must be awarded to the tenderer who scores the highest total number of points

8.6.7 A contract may be awarded to a tenderer that did not score the highest total number of points, only in accordance with section 2(1) (f) of the Act

9 BID SUBMISSION REQUIREMENTS

- 9.1. 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:
- 9.1.1. The service provider must draft a table of content which will indicate where each document is in the proposal.
 - 9.1.2. The proposal shall consist of one master original document, and must clearly indicate the prices on SBD 3.3
 - 9.1.3. The information in the CV of the proposed Team/ Project Leader should include relevant experience in the chosen area of expertise.
 - 9.1.4. Project reference specifying the role played by the service provider in the listed projects or assignments, project value and the duration of the project (start and end date).
 - 9.1.5. A detailed Project Plan with clear indication of who will be responsible for the management of the assignment as well as its execution. The allocation of team members on the assignments should be based on the experience in delivering the scope of work as listed.
 - 9.1.6. Standard bidding documents (SBD1, 3.3,4 ,6.1 and 6.2 with Annexure C)
 - 9.1.7. Copy of Central Supplier Database (CSD) report and Tax Pin Certificate

10. LEGISLATIVE FRAMEWORK OF THE BID

10.1. Tax Legislation

- 10.1.1. 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).
- 10.1.2. SARS Tax Status Pin requirements / or Central Supplier Database (CSD) number or report must be provided.

10.2. Procurement Legislation

- 10.2.1. Bidders should be cognisant of the legislation and/or standards specifically applicable to the services.
- 10.2.2. 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.

10.2.3. 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.

10.3. Privacy & Protection of Personal Information Act 4 of 2013

10.3.1. 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).

10.3.2. 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.

10.3.3. 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.

10.3.4. 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.

10.3.5. 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.

11. SPECIAL CONDITIONS OF CONTRACT

11.1 On appointment, the performance measures for the delivery of the agreed services will be closely monitored by Project Manager.

11.2 The Service Provider will submit fortnight progress reports to the Project Manager, within 3 days after the end of the two weeks for the duration of the project, submitted in both soft and hard copies. Failure to submit the required reports on time will result in penalties.

11.3 All equipment's and trucks must be delivered within 90 days after receiving an official instruction to order from the Project Manager. Failure to comply might lead to penalties being instituted by the Department.

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

- 11.5 The Project Manager shall do the ongoing management of the Service Level Agreement (SLA).
- 11.6 The Service Provider must guarantee the presence of the Team Leader in charge of programme throughout the duration of the contract.
- 11.7 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.
- 11.8 The supplier shall notify the Department in writing of all subcontracts awarded under this contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.
- 11.9 In a case a tenderer is intending to sub-contract portion of work, such tenderer awarded a contract may only enter sub-contracting arrangements with the approval of the department.
- 11.10 Letter of Authority to sign documents on behalf of the company.
- 11.11 Bidders failing to meet pre-qualification and /or mandatory requirements will automatically be disqualified
- 11.12 Service providers are requested to submit any of the following documents as proof of B-BBEE Status level of contributor
- a. B-BBEE status level Certificate issued by a Verification Agency accredited by SANAS
 - b. A Sworn Affidavit as prescribed by the B-BBEE Codes of Good Practice; and
 - c. B-BBEE certificate issued by the Companies and Intellectual Property Commission.
 - d. SBD 6.1 must also be duly completed, signed, and submitted alongside the bid to claim preference points. Failure to do so will result in B-BBEE preference points being forfeited.
 - e. A trust, consortium or joint venture will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
 - f. A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate proposal.
 - g. In the event that the application is made by a Joint Venture or Partnership, the accreditation credentials in name of joined entity should be submitted. Both members in the joint venture must meet the requirement of the proposal.
- 11.13 Poor or non-performance by the bidder will result in cancellation of works orders.

12 SUB-CONTRACTING CONDITIONS/ REQUIREMENTS

- 12.1. 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
- 12.2. 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.
- 12.3. A tenderer will not be awarded the points claimed for B-BBEE BBEE status level of contribution or contract if it is indicated in the bid documents that such a bidder intends subcontracting more than 25% of the contract value to any other enterprise that does not qualify for at least the same number of points that the bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.
- 12.4. The contractor is not allowed to sub- contract more than 25% of the contract value to another enterprise that does not have equal or higher B-BBEE status level, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.

13 PAYMENT TERMS

- 13.1 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.

14 TECHNICAL ENQUIRIES

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

DEPARTMENT OF FORESTRY, FISHERIES AND THE ENVIRONMENT

Name: Francois Nel – Director – Phakisa: Chemicals and Waste Economy (Project Manager)

Office Telephone No: (012) 399 9291

E-Mail: fnel@dffe.gov.za

OR

KOUGA MUNICIPALITY

Name: Christa Venter – Waste Manager

Office Telephone: (042) 200 2200

E-Mail: cventer@kouga.gov.za

OR

KING SABATA DALINDYEBO LOCAL MUNICIPALITY

Name: Luvuyo Maka – Director: Community Services

Office Telephone No: 071 569 0558

E-Mail: makal@ksd.gov.za

14 PRICE SCHEDULE – ANNEXURE A (KING SABATA DALINDYEBO)

PRICING SCHEDULE – KING SABATA DALINDYEBO MUNICIPALITY AREA MQANDULI (MAKHENKESI TOWNSHIP) IN WARD 29, MTHATHA EAST (MDLEKEZA PARK) IN WARD 9 AND MTHATHA WEST (SLOVO PARK) IN WARD 12.		
#	ACTIVITIES	AMOUNT (EXCLUDING VAT)
The Scope of Work for the establishment of plastic recycling and buy back centers (4 centers per municipality)		
1	Conclude agreements between beneficiaries in collaboration with the identified database of the Municipality for support to each site	R
2	Procure 10 000 bales per Municipality (100 per bale) beige waste bags (950 (L) x 750 (W) x 30 Micron Thick. (Covering all sites)	R
3	Procure 4 x 6 m ³ skip bins for non-recyclables (2 x per site)	R
4	Procure four (4), 12 m ³ with door and two secured windows to be allocated at identified sites and handed over to the Municipality after conclusion of the project.	R
5	Procure four (4) VIP toilet units (Total 4), as well as service contract for a period of 12 Months	R
6	Procure 1 x per site (Total 4): Platform scale 5000 kg capacity, Weighing Scale Type: Platform Scale	R
7	Bailing Machine – Procure, deliver, and install: 1 x Bailing Machines	R
8	Provide and install shredder as per technical data: 1 x per site (Total 4)	R
9	Provide and install Extruder as per technical data: 1 x per site (Total 4)	R
10	Procure 1 x 3 - ton trucks and deliver as per specifications (Cage vehicle) - One per Municipality	R

PRICING SCHEDULE – KING SABATA DALINDYEBO MUNICIPALITY AREA MQANDULI (MAKHENKESI TOWNSHIP) IN WARD 29, MTHATHA EAST (MDLEKEZA PARK) IN WARD 9 AND MTHATHA WEST (SLOVO PARK) IN WARD 12.		
#	ACTIVITIES	AMOUNT (EXCLUDING VAT)
11	Train <u>5</u> beneficiaries per site into the operation and management of the facilities	R
12	Provide stipend for <u>15 beneficiaries per site</u> (SMME/Coop) for a period of <u>12 months</u>	R
13	Development and implementation of an awareness strategy and material relevant to <u>target audience (Unemployed / Focus Groups)</u> , social media, Fridge magnets, Workshops etc.) and train <u>community members</u> in waste minimization benefits, separation at source, plastic recycling in collaboration with DFFE and the Municipality.	R
14	Development of project implementation and awareness plan	R
15	Employ (focus on youth) and train <u>60 workers</u> for a period of 12 x months based on remuneration guideline for the EPWP programme,	R
16	56 x General Workers and 4 x Administrator (Supervisor) employed for 12 months	R
17	60 x Workers trained on Health, Safety and Environment	R
18	60 Medicals conducted into the Occupational Health and Safety Act	R
SUB TOTAL (THE SCOPE OF WORK FOR THE ESTABLISHMENT OF PLASTIC RECYCLING AND BUY BACK CENTERS)		R
PROVISION OF PPE		
1	240 x Conti – Suits Emerald Green with reflective strips (Embroided with DFFE and Municipal Logo) Operation Phakisa: Chemicals and Waste Economy embroidered on back	R

PRICING SCHEDULE – KING SABATA DALINDYEBO MUNICIPALITY AREA MQANDULI (MAKHENKESI TOWNSHIP) IN WARD 29, MTHATHA EAST (MDLEKEZA PARK) IN WARD 9 AND MTHATHA WEST (SLOVO PARK) IN WARD 12.

#	ACTIVITIES	AMOUNT (EXCLUDING VAT)
2	120 x Safety Goggles - Protective goggles anti fog anti mist	
	o Anti-mist safety goggle.	R
	o Polycarbonate lens. Direct vent.	R
	o Soft PVC frame.	R
	o Fits over most prescription glasses.	R
	o Adjustable strap	R
3	240 x T Shirts (2 per participant) round neck with logo sizes: all. colour: white and green.	R
4	120 x Plastic Corded Ear plugs - reusable	R
5	120 x sun hats, Emerald Green, 4-Needle stitched sweatband, Draw cord with toggle stopper, Poly Cotton twill fabric, Embroided with DFFE logo on front and Operation Phakisa: Chemicals and Waste Economy embroidered on side.	R
6	120 x Pairs of Gloves, safety, rubber, smooth outside, rough palm, black)	R
7	120 x Three-layer Fabric Face Masks (Branded with DFFE and Municipal Logo) Middle layer (filter) - 120 mm by 100 mm	R

PRICING SCHEDULE – KING SABATA DALINDYEBO MUNICIPALITY AREA MQANDULI (MAKHENKESI TOWNSHIP) IN WARD 29, MTHATHA EAST (MDLEKEZA PARK) IN WARD 9 AND MTHATHA WEST (SLOVO PARK) IN WARD 12.

#	ACTIVITIES	AMOUNT (EXCLUDING VAT)
8	120 x Pairs of Safety Boots - steel toe cap	R
SUB TOTAL (PROVISION OF PPE)		R
SUB TOTAL (SCOPE OF WORK FOR ESTABLISHMENT PLUS PROVISION OF PPE)		R
VAT @ 15 %		R.....
GRAND TOTAL PROJECT COST VAT INCLUDED		R

15 PRICE SCHEDULE – ANNEXURE A (KOUGA MUNICIPALITY)

ESTABLISHMENT OF 4 UNITS IN THE KOUGA MUNICIPALITY AREA (JEFFREYS BAY – PELLSRUS/OCEAN VIEW), (ST FRANCIS BAY – SEA VISTA), HUMANSDORP – KWANOMZANO) AND GAMTOOS VALLEY – HANKEY)		
#	ACTIVITIES	AMOUNT (EXCLUDING VAT)
The Scope of Work for the establishment of plastic recycling and buy back centers (4 centers per municipality)		
1	Conclude agreements between beneficiaries in collaboration with the identified database of the Municipality for support to each site	R
2	Procure 10 000 bales per Municipality (100 per bale) beige waste bags (950 (L) x 750 (W) x 30 Micron Thick. (Covering all sites)	R
3	Procure 4 x 6 m ³ skip bins for non-recyclables (2 x per site)	R
4	Procure four (4), 12 m ³ with door and two secured windows to be allocated at identified sites and handed over to the Municipality after conclusion of the project.	R
5	Procure four (4) VIP toilet units (Total 4), as well as service contract for a period of 12 Months	R
6	Procure 1 x per site (Total 4): Platform scale 5000 kg capacity, Weighing Scale Type: Platform Scale	R
7	6Bailing Machine – Procure, deliver, and install: 1 x Bailing Machines	R
8	Provide and install shredder as per technical data: 1 x per site (Total 4)	R
9	Provide and install Extruder as per technical data:1 x per site (Total 4)	R
10	Procure 1 x 3 - ton trucks and deliver as per specifications (Cage vehicle) - One per Municipality	R

ESTABLISHMENT OF 4 UNITS IN THE KOUGA MUNICIPALITY AREA (JEFFREYS BAY – PELLSRUS/OCEAN VIEW), (ST FRANCIS BAY – SEA VISTA), HUMANSDORP – KWANOMZANO) AND GAMTOOS VALLEY – HANKEY)		
#	ACTIVITIES	AMOUNT (EXCLUDING VAT)
11	Train <u>5</u> beneficiaries per site into the operation and management of the facilities	R
12	Provide stipend for <u>15 beneficiaries per site</u> (SMME/Coop) for a period of <u>12 months</u>	R
13	Development and implementation of an awareness strategy and material relevant to <u>target audience (Unemployed / Focus Groups)</u> , social media, Fridge magnets, Workshops etc.) and train <u>community members</u> in waste minimization benefits, separation at source, plastic recycling in collaboration with DFFE and the Municipality.	R
14	Development of project implementation and awareness plan	R
15	Employ (focus on youth) and train <u>60 workers</u> for a period of 12 x months based on remuneration guideline for the EPWP programme,	R
16	156 x General Workers and 4 x Administrator (Supervisor) employed for 12 months	R
17	160 x Workers trained on Health, Safety and Environment	R
18	60 Medicals conducted into the Occupational Health and Safety Act	R
SUB TOTAL (THE SCOPE OF WORK FOR THE ESTABLISHMENT OF PLASTIC RECYCLING AND BUY BACK CENTERS (4 CENTERS PER MUNICIPALITY))		R
PROVISION OF PPE		
1	240 x Conti – Suits Emerald Green with reflective strips (Embroided with DFFE and Municipal Logo) Operation Phakisa: Chemicals and Waste Economy embroidered on back	R

ESTABLISHMENT OF 4 UNITS IN THE KOUGA MUNICIPALITY AREA (JEFFREYS BAY – PELLSRUS/OCEAN VIEW), (ST FRANCIS BAY – SEA VISTA), HUMANSDORP – KWANOMZANO) AND GAMTOOS VALLEY – HANKEY)

#	ACTIVITIES	AMOUNT (EXCLUDING VAT)
2	120 Safety Goggles - Protective goggles anti fog anti mist	R
	o Anti-mist safety goggle.	R
	o Polycarbonate lens. Direct vent.	R
	o Soft PVC frame.	R
	o Fits over most prescription glasses.	R
	o Adjustable strap	R
3	240 x T Shirts (2 per participant) round neck with logo sizes: all. colour: white and green.	R
4	120 x Plastic Corded Ear plugs - reusable	R
5	120 x sun hats, Emerald Green, 4-Needle stitched sweatband, Drawcord with toggle stopper, Poly Cotton twill fabric, Embroided with DFFE logo on front and Operation Phakisa: Chemicals and Waste Economy embroidered on side.	R
6	120 x Pairs of Gloves, safety, rubber, smooth outside, rough palm, black)	R
7	120 x Three-layer Fabric Face Masks (Branded with DFFE and Municipal Logo) Middle layer (filter) - 120 mm by 100 mm	R

ESTABLISHMENT OF 4 UNITS IN THE KOUGA MUNICIPALITY AREA (JEFFREYS BAY – PELLSRUS/OCEAN VIEW), (ST FRANCIS BAY – SEA VISTA), HUMANSDORP – KWANOMZANO) AND GAMTOOS VALLEY – HANKEY)		
#	ACTIVITIES	AMOUNT (EXCLUDING VAT)
8	120 x Pairs of Safety Boots - steel toe cap	R
SUB TOTAL (PROVISION OF PPE)		R
SUB TOTAL (SCOPE OF WORK FOR ESTABLISHMENT PLUS PROVISION OF PPE)		R
VAT @ 15%		R
GRAND TOTAL PROJECT COST VAT INCLUDED		R

THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

July 2010

GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

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

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

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

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General Conditions of Contract

1. Definitions

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

RSA.

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

obligations of the supplier covered under the contract.

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

2. Application

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

3. General

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

4. Standards

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

5. Use of contract documents and information; inspection.

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

6. Patent rights

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

7. Performance security

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

8. Inspections, tests and analyses

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

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

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

9. Packing

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

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

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

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

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

14. Spare parts

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

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

15. Warranty

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

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

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

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

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

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

16. Payment

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

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

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

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

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

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

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

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

may be due to him

25. Force Majeure

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

28. Limitation of liability

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

	(b) aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
29. Governing language	29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
30. Applicable law	30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
31. Notices	<p>31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice</p> <p>31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.</p>
32. Taxes and duties	<p>32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.</p> <p>32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.</p> <p>32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.</p>
33. National Industrial Participation (NIP) Programme	33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
34 Prohibition of Restrictive practices	<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.

Js General Conditions of Contract (revised July 2010)



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

	Physical	Postal
Address		
(Compulsory if Supplier)		
Postal Code		

New Detail

☐ New Supplier information ☐ Update Supplier information

Supplier Type: ☐ Individual ☐ Department ☐ Partnership
 ☐ Company ☐ Trust
 ☐ CC ☐ Other (Specify)

Department Number

