



forestry, fisheries & the environment

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

INVITATION TO BID

BID NUMBER: DFFE-T010(22/23)

APPOINTMENT OF ACCREDITED TRAINING SERVICE PROVIDERS FOR THE IMPLEMENTATION OF EXPANDED PUBLIC WORKS PROGRAMME (EPWP) TRAINING AND SKILLS DEVELOPMENT PROGRAMMES IN FREE STATE PROVINCE, AN INITIATIVE TOWARDS YOUTH EMPOWERMENT AND DEVELOPMENT.

Contact persons:

Name : Ms Ntombi Mkhosi
Office Telephone No. : 073 322 9988
E-Mail : nmkhosi@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: 13 JULY 2022 AT 11H00

Non-compulsory briefing session will be held as follows:

Date: 17 June 2022

Time: 09H00 – 12H00

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:	DFEE-T010(22/23)	CLOSING DATE:	13 JULY 2022	CLOSING TIME:	11:00
DESCRIPTION	APPOINTMENT OF ACCREDITED TRAINING SERVICE PROVIDERS FOR THE IMPLEMENTATION OF EXPANDED PUBLIC WORKS PROGRAMME (EPWP) TRAINING AND SKILLS DEVELOPMENT PROGRAMMES IN FREE STATE PROVINCE, AN INITIATIVE TOWARDS YOUTH EMPOWERMENT AND DEVELOPMENT.				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
Department of Environmental Affairs; 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	Mr Mpho Lehutso or Ms Vonani Rikhotso		CONTACT PERSON	Ms. Ntombi Mkhosi	
TELEPHONE NUMBER	012 399 9670/9671		TELEPHONE NUMBER	073 322 9988	
FACSIMILE NUMBER	N/A		FACSIMILE NUMBER	N/A	
E-MAIL ADDRESS	vrikhotso@dfe.gov.za mlehutso@dfe.gov.za MThupe@dfe.gov.za		E-MAIL ADDRESS	nmkhosi@dfe.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]		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX]	
	<input type="checkbox"/> Yes <input type="checkbox"/> No			<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-T010 (22/23)
CLOSING TIME 11h00	CLOSING DATE: 13 JULY 2022

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

DESCRIPTION: APPOINTMENT OF ACCREDITED TRAINING SERVICE PROVIDERS FOR THE IMPLEMENTATION OF EXPANDED PUBLIC WORKS PROGRAMME (EPWP) TRAINING AND SKILLS DEVELOPMENT PROGRAMMES IN FREE STATE PROVINCE, AN INITIATIVE TOWARDS YOUTH EMPOWERMENT AND DEVELOPMENT

**(ALL APPLICABLE TAXES INCLUDED)

1. The accompanying information must be used for the formulation of proposals.
2. Total Bid price

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*[DELETE IF NOT APPLICABLE]

Any enquiries regarding bidding procedures may be directed to the –

Department of Forestry Fisheries and the Environment

Contact Person: Ms Vonani Rikhotso , Tlotlo Thupe and Mpho Lehutso

Tel: (012) 399 9670/9671/9055

E-mail: vrkhotso@dffe.gov.za or MThupe@dffe.gov.za or mlehutso@dffe.gov.za

Or for technical information –

Name : Ntombi Mkhosi
telephone number :073 322 9988
EMAIL : nmkhosi@dffe.gov.za



ANNEXURE B 1

TO BE SUBMITTED PER PROJECT APPLICATION REFERENCE NUMBER AND MUST COVER THE DURATION OF THE PROJECT

PRICING GUIDELINES: ACCREDITED TRAINING SERVICE PROVIDERS FOR THE IMPLEMENTATION OF EXPANDED PUBLIC WORKS PROGRAMME (EPWP) TRAINING AND SKILLS DEVELOPMENT PROGRAMMES IN FREE STATE PROVINCE, AN INITIATIVE TOWARDS YOUTH EMPOWERMENT AND DEVELOPMENT

BID NUMBER	DFFE-T010(22-23)
Bidder/ Training Service Provider	
Province	FREE STATE
Application reference numbers (see Annexure A on TORS)	FS:SP001
Approximate Project Duration	5 Months

NB: PRICING GUIDELINE IS APPLICABLE PROJECT APPLYING FOR

Project Concept

EPIP is one of the programmes through which the Department contributes to poverty alleviation, job creation and skills development. Skills development through accredited training is an integral part of the EPIP and this links to one of the fundamental principles of the programme to enable unemployed citizens to participate in mainstream economic development with a particular bias to young people.

Type of Training Intervention (Qualification/Skills Programme)	Skills Programme: Building and Civil Construction Masonry NQF 5
District Municipality /Metro	Lejweleputswa Municipality
Number of Participants	100
Credits	70

Phase 1	Project Planning	
Establish the client requirements and preferences, establish the project brief, consultations, design, costing and approval of the Business Plan		
Item	Description	Amount
1	Project Brief	R0,00
2	Consultations with all stakeholders including participating municipalities	R0,00
3	Validation of the Terms of Reference, the scope, costing, objectives and activities	R0,00
4	Compilation and submission of Implementation plan	R0,00
5	Development and submission of the online business plan for approval	R0,00
Stage 1 Proportion of fee (Maximum of 15% of the Total Project Management Fee - to be paid once off)		R0,00

Phase 2	Project implementation	
Manage, administer and monitor the project implementation		
Item	Description	Amount
1	Recruitment and contracting of participants, EPWP compliance, processing of monthly stipend, submission of participants IDs, Banks statement/proof of bank accounts	R0,00
2	Source training venues supported by the confirmation letter/venue agreement	R0,00
3	Induction of learners (using Induction module provided by the Department)	R0,00
4	Implementation of basic Occupational Health and Safety, accredited SHE Representative and accredited First Aid training	R0,00
5	OHS compliance - OHS file development per site, OHS site compliance, OHS monthly reports and closeout reports (inclusive of compliance to Covid-19 regulations)	R0,00
6	Implementation of theory/ facilitation for all unit standards and credits of the training project stipulated in annexure A	R0,00
7	Implementation of practicals and simulation for all unit standards of the training intervention	R0,00
8	Placement of participants for workplace experience training (for all projects with a duration of 12 months and above)	R0,00
9	Procurement of Personal Protective Clothing – see Annexure C	R0,00
10	Study material for each participants	R0,00
11	Tools, Material and Equipment – (procured and or hired shared consumables, tools material and equipment for practical and simulation for the full duration of training as per requirement of the training intervention by the relevant quality assurance bodies –SETA-QCTO – City and Guilds etc)	R0,00
12	Procurement and delivery of startup tools where required – see Annexure D	R0,00
13	Procurement of 70% alcohol sanitizers and one Temperature Thermometers per site (10 litres of sanitizer per 100 participants per month x the duration of training)	R0,00
14	Stakeholder engagements	R0,00
15	Medical testing (Entry, interim(for multi-year projects) and Exit)	R0,00
16	Registration of project participants with the relevant Sector Education Training Authorities (SETAs)	R0,00

17	Submit weekly EPWP reports, Weekly Covid-19 project statistics, online monthly progress reports, cash flows and payroll to the Department for the disbursements via Nedbank/ Financial Control and Progress Reports including the monthly OHS reports on the template prescribed by the department	R0,00
18	Administer COID in line with the applicable legislation - monthly	R0,00
19	Administer UIF in line with the applicable legislation - monthly	R0,00
20	Attend Service Providers quarterly performance review meetings in provincial offices (in - contact meetings)	R0,00
21	Attend Service Providers Mid-tem performance review meetings in National office (in contact meetings)	R0,00
22	Organise and attend Bimonthly Project Advisory Meeting - within the participating districts (in contact meetings)	R0,00
23	Transportation of participants to workplace experience training (withing the 50 KM radius of training venues)	R0,00
24	Issuance of certificates to project participants @ 25% of the total project budget (adjustment shall be made during planning should the allocated budget be less than 25% allocation)	R0,00
25	Organise certificate handover ceremony	R0,00
	Phase 2 Proportion of fee - Maximum of 75% of the Project Management Fees 25% of 75% budget to attached the submission of SETA SORs/Competency certificates- (Phase 2 to be paid progressively per milestone achievement)	R0,00
Phase 3		
	Closeout stage	
	Fulfil and complete the project close-out reports	
Item	Project Close Out	Once off amount when all Phase 3 activities have been pcomplied with
1	Submission of Project completion report (80% participants to be declared competent)	N/A
	Stage 3 Proportion of fee (Maximum of 10% of the Project Managent Fees - to be paid once off	R 0,00
	Total Project Management Fees	R 0,00
	VAT @ 15% (Proof of Vendor Registration Required)	R 0,00
	GRAND TOTAL FOR PROJECT MANAGEMENT FEES	R 0,00



ANNEXURE B 2

TO BE SUBMITTED PER PROJECT APPLICATION REFERENCE NUMBER AND MUST COVER THE DURATION OF THE PROJECT

PRICING GUIDELINES: ACCREDITED TRAINING SERVICE PROVIDERS FOR THE IMPLEMENTATION OF EXPANDED PUBLIC WORKS PROGRAMME (EPWP) TRAINING AND SKILLS DEVELOPMENT PROGRAMMES IN FREE STATE PROVINCE, AN INITIATIVE TOWARDS YOUTH EMPOWERMENT AND DEVELOPMENT

BID NUMBER	DFFE-T010(22-23)
Bidder/ Training Service Provider	
Province	FREE STATE
Application reference numbers (see Annexure A on TORS)	FS:SP002
Approximate Project Duration	5 Months

NB: PRICING GUIDELINE IS APPLICABLE PROJECT APPLYING FOR

Project Concept

EPIP is one of the programmes through which the Department contributes to poverty alleviation, job creation and skills development. Skills development through accredited training is an integral part of the EPIP and this links to one of the fundamental principles of the programme to enable unemployed citizens to participate in mainstream economic development with a particular bias to young people.

Type of Training Intervention (Qualification/Skills Programme)	Skills Programme: Waste Management NQF 5
District Municipality /Metro	Mangaung Metro and Lejweleputswa District Municipality
Number of Participants	300
Credits	90

Phase 1	Project Planning
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Establish the client requirements and preferences, establish the project brief, consultations, design, costing and approval of the Business Plan

Item	Description	Amount
1	Project Brief	R0,00
2	Consultations with all stakeholders including participating municipalities	R0,00
3	Validation of the Terms of Reference, the scope, costing, objectives and activities	R0,00
4	Veue compliance on OHS and develop/provide OHS files	R0,00
5	Development and submission of the online business plan for approval	R0,00
Stage 1 Proportion of fee (Maximum of 15% of the Total Project Management Fee - to be paid once off)		R0,00

Phase 2	Project implementation
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Manage, administer and monitor the project implementation

Item	Description	Amount
1	Recruitment and contracting of participants, EPWP compliance, processing of monthly stipend, submission of participants IDs, Banks statement/proof of bank accounts	R0,00
2	Source training venues supported by the confirmation letter/venue agreement	R0,00
3	Induction of learners (using Induction module provided by the Department)	R0,00
4	Implementation of basic Occupational Health and Safety, accredited SHE Representative and accredited First Aid training	R0,00
5	OHS compliance - OHS file development per site, OHS site compliance, OHS monthly reports and closeout reports (inclusive of compliance to Covid-19 regulations)	R0,00
6	Implementation of theory/ facilitation for all unit standards and credits of the training project stipulated in annexure A	R0,00
7	Implementation of practicals and simulation for all unit standards of the training intervention	R0,00
8	Placement of participants for workplace experience training (for all projects with a duration of 12 months and above)	R0,00
9	Procurement of Personal Protective Clothing – see Annexure C	R0,00
10	Study material for each participants	R0,00
11	Tools, Material and Equipment – (procured and or hired shared consumables, tools material and equipment for practical and simulation for the full duration of training as per requirement of the training intervention by the relevant quality assurance bodies –SETA-QCTO – City and Guilds etc)	R0,00
12	Procurement and delivery of startup tools where required – see Annexure D	R0,00
13	Procurement of 70% alcohol sanitizers and one Temperature Thermometers per site (10 litres of sanitizer per 100 participants per month x the duration of training)	R0,00
14	Stakeholder engagements	R0,00
15	Medical testing (Entry, interim(for multi-year projects) and Exit)	R0,00
16	Registration of project participants with the relevant Sector Education Training Authorities (SETAs)	R0,00

17	Submit weekly EPWP reports, Weekly Covid-19 project statistics, online monthly progress reports, cash flows and payroll to the Department for the disbursements via Nedbank/ Financial Control and Progress Reports including the monthly OHS reports on the template prescribed by the department	R0,00
18	Administer COID in line with the applicable legislation - monthly	R0,00
19	Administer UIF in line with the applicable legislation - monthly	R0,00
20	Attend Service Providers quarterly performance review meetings in provincial offices (in - contact meetings)	R0,00
21	Attend Service Providers Mid-tem performance review meetings in National office (in contact meetings)	R0,00
22	Organise and attend Bimonthly Project Advisory Meeting - within the participating districts (in contact meetings)	R0,00
23	Transportation of participants to workplace experience training (withing the 50 KM radius of training venues)	R0,00
24	Issuance of certificates to project participants @ 25% of the total project budget (adjustment shall be made during planning should the allocated budget be less than 25% allocation)	R0,00
25	Organise certificate handover ceremony	R0,00
	Phase 2 Proportion of fee - Maximum of 75% of the Project Management Fees 25% of 75% budget to attached the submission of SETA SORs/Competency certificates- (Phase 2 to be paid progressively per milestone achievement)	R0,00
Phase 3		
Closeout stage		
Fulfil and complete the project close-out reports		
Item	Project Close Out	Once off amount when all Phase 3 activities have been pcomplied with
1	Submission of Project completion report (80% participants to be declared competent)	N/A
	Stage 3 Proportion of fee (Maximum of 10% of the Project Managent Fees - to be paid once off	R 0,00
Total Project Management Fees		R 0,00
VAT @ 15% (Proof of Vendor Registration Required)		R 0,00
GRAND TOTAL FOR PROJECT MANAGEMENT FEES		R 0,00



ANNEXURE B 3

TO BE SUBMITTED PER PROJECT APPLICATION REFERENCE NUMBER AND MUST COVER THE DURATION OF THE PROJECT

PRICING GUIDELINES: ACCREDITED TRAINING SERVICE PROVIDERS FOR THE IMPLEMENTATION OF EXPANDED PUBLIC WORKS PROGRAMME (EPWP) TRAINING AND SKILLS DEVELOPMENT PROGRAMMES IN FREE STATE PROVINCE, AN INITIATIVE TOWARDS YOUTH EMPOWERMENT AND DEVELOPMENT

BID NUMBER	DFFE-T010(22-23)
Bidder/ Training Service Provider	
Province	FREE STATE
Application reference numbers (see Annexure A on TORS)	FS:SP003
Approximate Project Duration	3 Months

NB: PRICING GUIDELINE IS APPLICABLE PROJECT APPLYING FOR

Project Concept

EPIP is one of the programmes through which the Department contributes to poverty alleviation, job creation and skills development. Skills development through accredited training is an integral part of the EPIP and this links to one of the fundamental principles of the programme to enable unemployed citizens to participate in mainstream economic development with a particular bias to young people.

Type of Training Intervention (Qualification/Skills Programme)	Skills Programme Horticulture NQF 1
District Municipality /Metro	Lejweleputswa District Municipalities
Number of Participants	100
Credits	45

Phase 1	Project Planning
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Establish the client requirements and preferences, establish the project brief, consultations, design, costing and approval of the Business Plan

Item	Description	Amount
1	Project Brief	R0,00
2	Consultations with all stakeholders including participating municipalities	R0,00
3	Validation of the Terms of Reference, the scope, costing, objectives and activities	R0,00
4	Compilation and submission of Implementation plan	R0,00
5	Development and submission of the online business plan for approval	R0,00
Stage 1 Proportion of fee (Maximum of 15% of the Total Project Management Fee - to be paid once off)		R0,00

Phase 2	Project implementation
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Manage, administer and monitor the project implementation

Item	Description	Amount
1	Recruitment and contracting of participants, EPWP compliance, processing of monthly stipend, submission of participants IDs, Banks statement/proof of bank accounts	R0,00
2	Source training venues supported by the confirmation letter/venue agreement	R0,00
3	Induction of learners (using Induction module provided by the Department)	R0,00
4	Implementation of basic Occupational Health and Safety, accredited SHE Representative and accredited First Aid training	R0,00
5	OHS compliance - OHS file development per site, OHS site compliance, OHS monthly reports and closeout reports (inclusive of compliance to Covid-19 regulations)	R0,00
6	Implementation of theory/ facilitation for all unit standards and credits of the training project stipulated in annexure A	R0,00
7	Implementation of practicals and simulation for all unit standards of the training intervention	R0,00
8	Placement of participants for workplace experience training (for all projects with a duration of 12 months and above)	R0,00
9	Procurement of Personal Protective Clothing – see Annexure C	R0,00
10	Study material for each participants	R0,00
11	Tools, Material and Equipment – (procured and or hired shared consumables, tools material and equipment for practical and simulation for the full duration of training as per requirement of the training intervention by the relevant quality assurance bodies –SETA-QCTO – City and Guilds etc)	R0,00
12	Procurement and delivery of startup tools where required – see Annexure D	R0,00
13	Procurement of 70% alcohol sanitizers and one Temperature Thermometers per site (10 litres of sanitizer per 100 participants per month x the duration of training)	R0,00
14	Stakeholder engagements	R0,00
15	Medical testing (Entry, interim(for multi-year projects) and Exit)	R0,00
16	Registration of project participants with the relevant Sector Education Training Authorities (SETAs)	R0,00

17	Submit weekly EPWP reports, Weekly Covid-19 project statistics, online monthly progress reports, cash flows and payroll to the Department for the disbursements via Nedbank/ Financial Control and Progress Reports including the monthly OHS reports on the template prescribed by the department	R0,00
18	Administer COID in line with the applicable legislation - monthly	R0,00
19	Administer UIF in line with the applicable legislation - monthly	R0,00
20	Attend Service Providers quarterly performance review meetings in provincial offices (in - contact meetings)	R0,00
21	Attend Service Providers Mid-tem performance review meetings in National office (in contact meetings)	R0,00
22	Organise and attend Bimonthly Project Advisory Meeting - within the participating districts (in contact meetings)	R0,00
23	Transportation of participants to workplace experience training (withing the 50 KM radius of training venues)	R0,00
24	Issuance of certificates to project participants @ 25% of the total project budget (adjustment shall be made during planning should the allocated budget be less than 25% allocation)	R0,00
25	Organise certificate handover ceremony	R0,00
	Phase 2 Proportion of fee - Maximum of 75% of the Project Management Fees 25% of 75% budget to attached the submission of SETA SORs/Competency certificates- (Phase 2 to be paid progressively per milestone achievement)	R0,00
Phase 3	Closeout stage	
	Fulfil and complete the project close-out reports	
Item	Project Close Out	Once off amount when all Phase 3 activities have been pcomplied with
1	Submission of Project completion report (80% participants to be declared competent)	N/A
	Stage 3 Proportion of fee (Maximum of 10% of the Project Managent Fees - to be paid once off	R 0,00
	Total Project Management Fees	R 0,00
	VAT @ 15% (Proof of Vendor Registration Required)	R 0,00
	GRAND TOTAL FOR PROJECT MANAGEMENT FEES	R 0,00

ANNEXURE B 4

TO BE SUBMITTED PER PROJECT APPLICATION REFERENCE NUMBER AND MUST COVER THE DURATION OF THE PROJECT

PRICING GUIDELINES: ACCREDITED TRAINING SERVICE PROVIDERS FOR THE IMPLEMENTATION OF EXPANDED PUBLIC WORKS PROGRAMME (EPWP) TRAINING AND SKILLS DEVELOPMENT PROGRAMMES IN FREE STATE PROVINCE, AN INITIATIVE TOWARDS YOUTH EMPOWERMENT AND DEVELOPMENT

BID NUMBER	DFFE-T010(22-23)
Bidder/ Training Service Provider	
Province	FREE STATE
Application reference numbers (see Annexure A on TORS)	FS:SP004
Approximate Project Duration	5 Months

NB: PRICING GUIDELINE IS APPLICABLE PROJECT APPLYING FOR

Project Concept

EPIP is one of the programmes through which the Department contributes to poverty alleviation, job creation and skills development. Skills development through accredited training is an integral part of the EPIP and this links to one of the fundamental principles of the programme to enable unemployed citizens to participate in mainstream economic development with a particular bias to young people.

Type of Training Intervention (Qualification/Skills Programme)	Skills Programme: Building and Civil Construction Tiling NQF 3
District Municipality /Metro	Fezile Dabi District Municipalities
Number of Participants	100
Credits	55

Phase 1	Project Planning
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Establish the client requirements and preferences, establish the project brief, consultations, design, costing and approval of the Business Plan

Item	Description	Amount
1	Project Brief	R0,00
2	Consultations with all stakeholders including participating municipalities	R0,00
3	Validation of the Terms of Reference, the scope, costing, objectives and activities	R0,00
4	Compilation and submission of Implementation plan	R0,00
5	Development and submission of the online business plan for approval	R0,00
Stage 1 Proportion of fee (Maximum of 15% of the Total Project Management Fee - to be paid once off)		R0,00

Phase 2	Project implementation
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Manage, administer and monitor the project implementation

Item	Description	Amount
1	Recruitment and contracting of participants, EPWP compliance, processing of monthly stipend, submission of participants IDs, Banks statement/proof of bank accounts	R0,00
2	Source training venues supported by the confirmation letter/venue agreement	R0,00
3	Induction of learners (using Induction module provided by the Department)	R0,00
4	Implementation of basic Occupational Health and Safety, accredited SHE Representative and accredited First Aid training	R0,00
5	OHS compliance - OHS file development per site, OHS site compliance, OHS monthly reports and closeout reports (inclusive of compliance to Covid-19 regulations)	R0,00
6	Implementation of theory/ facilitation for all unit standards and credits of the training project stipulated in annexure A	R0,00
7	Implementation of practicals and simulation for all unit standards of the training intervention	R0,00
8	Placement of participants for workplace experience training (for all projects with a duration of 12 months and above)	R0,00
9	Procurement of Personal Protective Clothing – see Annexure C	R0,00
10	Study material for each participants	R0,00
11	Tools, Material and Equipment – (procured and or hired shared consumables, tools material and equipment for practical and simulation for the full duration of training as per requirement of the training intervention by the relevant quality assurance bodies –SETA-QCTO – City and Guilds etc)	R0,00
12	Procurement and delivery of startup tools where required – see Annexure D	R0,00
13	Procurement of 70% alcohol sanitizers and one Temperature Thermometers per site (10 litres of sanitizer per 100 participants per month x the duration of training)	R0,00
14	Stakeholder engagements	R0,00
15	Medical testing (Entry, interim(for multi-year projects) and Exit)	R0,00
16	Registration of project participants with the relevant Sector Education Training Authorities (SETAs)	R0,00

17	Submit weekly EPWP reports, Weekly Covid-19 project statistics, online monthly progress reports, cash flows and payroll to the Department for the disbursements via Nedbank/ Financial Control and Progress Reports including the monthly OHS reports on the template prescribed by the department	R0,00
18	Administer COID in line with the applicable legislation - monthly	R0,00
19	Administer UIF in line with the applicable legislation - monthly	R0,00
20	Attend Service Providers quarterly performance review meetings in provincial offices (in - contact meetings)	R0,00
21	Attend Service Providers Mid-tem performance review meetings in National office (in contact meetings)	R0,00
22	Organise and attend Bimonthly Project Advisory Meeting - within the participating districts (in contact meetings)	R0,00
23	Transportation of participants to workplace experience training (withing the 50 KM radius of training venues)	R0,00
24	Issuance of certificates to project participants @ 25% of the total project budget (adjustment shall be made during planning should the allocated budget be less than 25% allocation)	R0,00
25	Organise certificate handover ceremony	R0,00
	Phase 2 Proportion of fee - Maximum of 75% of the Project Management Fees 25% of 75% budget to attached the submission of SETA SORs/Competency certificates- (Phase 2 to be paid progressively per milestone achievement)	R0,00
Phase 3		
	Closeout stage	
	Fulfil and complete the project close-out reports	
Item	Project Close Out	Once off amount when all Phase 3 activities have been pcomplied with
1	Submission of Project completion report (80% participants to be declared competent)	N/A
	Stage 3 Proportion of fee (Maximum of 10% of the Project Managent Fees - to be paid once off	R 0,00
	Total Project Management Fees	R 0,00
	VAT @ 15% (Proof of Vendor Registration Required)	R 0,00
	GRAND TOTAL FOR PROJECT MANAGEMENT FEES	R 0,00

ANNEXURE B 5

TO BE SUBMITTED PER PROJECT APPLICATION REFERENCE NUMBER AND MUST COVER THE DURATION OF THE PROJECT

PRICING GUIDELINES: ACCREDITED TRAINING SERVICE PROVIDERS FOR THE IMPLEMENTATION OF EXPANDED PUBLIC WORKS PROGRAMME (EPWP) TRAINING AND SKILLS DEVELOPMENT PROGRAMMES IN FREE STATE PROVINCE, AN INITIATIVE TOWARDS YOUTH EMPOWERMENT AND DEVELOPMENT

BID NUMBER	DFFE-T010(22-23)
Bidder/ Training Service Provider	
Province	FREE STATE
Application reference numbers (see Annexure A on TORS)	FS:QL001
Approximate Project Duration	12 Months

NB: PRICING GUIDELINE IS APPLICABLE PROJECT APPLYING FOR

Project Concept

EPIP is one of the programmes through which the Department contributes to poverty alleviation, job creation and skills development. Skills development through accredited training is an integral part of the EPIP and this links to one of the fundamental principles of the programme to enable unemployed citizens to participate in mainstream economic development with a particular bias to young people.

Type of Training Intervention (Qualification/Skills Programme)	Occupational Qualification Tourist Guiding NQF 4 - 71549
District Municipality /Metro	Xhariep District Municipality
Number of Participants	100
Credits	134

Phase 1 Project Planning

Establish the client requirements and preferences, establish the project brief, consultations, design, costing and approval of the Business Plan

Item	Description	Amount
1	Project Brief	R0,00
2	Consultations with all stakeholders including participating municipalities	R0,00
3	Validation of the Terms of Reference, the scope, costing, objectives and activities	R0,00
4	Compilation and submission of Implementation plan	R0,00
5	Development and submission of the online business plan for approval	R0,00
Stage 1 Proportion of fee (Maximum of 15% of the Total Project Management Fee - to be paid once off)		R0,00

Phase 2 Project implementation

Manage, administer and monitor the project implementation

Item	Description	Amount
1	Recruitment and contracting of participants, EPWP compliance, processing of monthly stipend, submission of participants IDs, Banks statement/proof of bank accounts	R0,00
2	Source training venues supported by the confirmation letter/venue agreement	R0,00
3	Induction of learners (using Induction module provided by the Department)	R0,00
4	Implementation of basic Occupational Health and Safety, accredited SHE Representative and accredited First Aid training	R0,00
5	OHS compliance - OHS file development per site, OHS site compliance, OHS monthly reports and closeout reports (inclusive of compliance to Covid-19 regulations)	R0,00
6	Implementation of theory/ facilitation for all unit standards and credits of the training project stipulated in annexure A	R0,00
7	Implementation of practicals and simulation for all unit standards of the training intervention	R0,00
8	Placement of participants for workplace experience training (for all projects with a duration of 12 months and above)	R0,00
9	Procurement of Personal Protective Clothing – see Annexure C	R0,00
10	Study material for each participants	R0,00
11	Tools, Material and Equipment – (procured and or hired shared consumables, tools material and equipment for practical and simulation for the full duration of training as per requirement of the training intervention by the relevant quality assurance bodies –SETA-QCTO – City and Guilds etc)	R0,00
12	Procurement and delivery of startup tools where required – see Annexure D	R0,00
13	Procurement of 70% alcohol sanitizers and one Temperature Thermometers per site (10 litres of sanitizer per 100 participants per month x the duration of training)	R0,00
14	Stakeholder engagements	R0,00
15	Medical testing (Entry, interim(for multi-year projects) and Exit)	R0,00
16	Registration of project participants with the relevant Sector Education Training Authorities (SETAs)	R0,00

17	Submit weekly EPWP reports, Weekly Covid-19 project statistics, online monthly progress reports, cash flows and payroll to the Department for the disbursements via Nedbank/ Financial Control and Progress Reports including the monthly OHS reports on the template prescribed by the department	R0,00
18	Administer COID in line with the applicable legislation - monthly	R0,00
19	Administer UIF in line with the applicable legislation - monthly	R0,00
20	Attend Service Providers quarterly performance review meetings in provincial offices (in - contact meetings)	R0,00
21	Attend Service Providers Mid-tem performance review meetings in National office (in contact meetings)	R0,00
22	Organise and attend Bimonthly Project Advisory Meeting - within the participating districts (in contact meetings)	R0,00
23	Transportation of participants to workplace experience training (withing the 50 KM radius of training venues)	R0,00
24	Issuance of certificates to project participants @ 25% of the total project budget (adjustment shall be made during planning should the allocated budget be less than 25% allocation)	R0,00
25	Organise certificate handover ceremony	R0,00
	Phase 2 Proportion of fee - Maximum of 75% of the Project Management Fees 25% of 75% budget to attached the submission of SETA SORs/Competency certificates- (Phase 2 to be paid progressively per milestone achievement)	R0,00
Phase 3		
	Closeout stage	
	Fulfil and complete the project close-out reports	
Item	Project Close Out	Once off amount when all Phase 3 activities have been pcomplied with
1	Submission of Project completion report (80% participants to be declared competent)	N/A
	Stage 3 Proportion of fee (Maximum of 10% of the Project Managent Fees - to be paid once off	R 0,00
	Total Project Management Fees	R 0,00
	VAT @ 15% (Proof of Vendor Registration Required)	R 0,00
	GRAND TOTAL FOR PROJECT MANAGEMENT FEES	R 0,00

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

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.

with any person who is employed by the procuring institution? **YES/NO**

2.2.1 If so, furnish particulars:

.....
.....

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

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

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

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

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.

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 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).

1.21.2

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

3. POINTS AWARDED FOR PRICE

3.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

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

Where

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

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

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

B-BBEE Status Level of Contributor	Number of points (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:

i) What percentage of the contract will be subcontracted.....%

ii) The name of the sub-contractor.....

iii) The B-BBEE status level of the sub-contractor.....

iv) Whether the sub-contractor is an EME 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.

<p>WITNESSES</p> <p>1.</p> <p>2.</p>
--

<p>.....</p> <p>SIGNATURE(S) OF BIDDERS(S)</p> <p>DATE:</p> <p>ADDRESS</p> <p>.....</p> <p>.....</p>
--

DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT

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, 2011 and the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:201x.

1. General Conditions

- 1.1. Preferential Procurement Regulations, 2011 (Regulation 9. (1) and 9. (3) make provision for the promotion of local production and content.
- 1.2. Regulation 9.(1) prescribes that in the case of designated sectors, where in the award of bids local production and content is of critical importance, such bids must be advertised with the specific bidding condition that only locally produced goods, services or works or locally manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Regulation 9.(3) prescribes that where there is no designated sector, a specific bidding condition may be included, that only locally produced services, works or goods or locally manufactured goods with a stipulated minimum threshold for local production and content, will be considered.
- 1.4. Where necessary, for bids referred to in paragraphs 1.2 and 1.3 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.
- 1.5. 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.
- 1.6. The local content (LC) as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 201x as follows:

$$LC = 1 - \left(\frac{x}{y} \right) \times 100$$

Where

x imported content

y bid price 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, one week (7 calendar days) prior to the closing date of the bid as indicated in paragraph 4.1 below.

- 1.7. A bid will be disqualified if:

- the bidder fails to achieve the stipulated minimum threshold for local production and content indicated in paragraph 3 below; and.
- this declaration certificate is not submitted as part of the bid documentation.

2. Definitions

- 2.1. **“bid”** includes advertised competitive bids, written price quotations or proposals;
- 2.2. **“bid price”** price offered by the bidder, excluding value added tax (VAT);
- 2.3. **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- 2.4. **“designated sector”** means a sector, sub-sector or industry that has been designated by the Department of Trade and Industry in line with national development and industrial policies for local production, where only locally produced services, works or goods or locally manufactured goods meet the stipulated minimum threshold for local production and content;
- 2.5. **“duly sign”** means a Declaration Certificate for Local Content that has been signed by the 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).
- 2.6. **“imported content”** means that portion of the bid price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or its subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs, such as landing costs, dock duties, import duty, sales duty or other similar tax or duty at the South African port of entry;
- 2.7. **“local content”** means that portion of the bid price which is not included in the imported content, provided that local manufacture does take place;
- 2.8. **“stipulated minimum threshold”** means that portion of local production and content as determined by the Department of Trade and Industry; and
- 2.9. **“sub-contract”** means the primary contractor’s assigning, leasing, making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract.

3. **The stipulated minimum threshold(s) for local production and content for this bid is/are as follows:**

<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>
1. <u>office high back chairs</u>	<u>85%</u>
2. <u>cabinets</u>	<u>85%</u>
3. <u>office Table</u>	<u>85%</u>

4. Does any portion of the services, works or goods offered have any imported content? YES / NO

4.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.6 of the general conditions must be the rate(s) published by SARB for the specific currency at 12:00 on the date, one week (7 calendar days) prior to the closing date 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:

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

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 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.

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 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.

(c) The local content has been calculated using the formula given in clause 3 of SATS 1286, the rates of exchange indicated in paragraph 4.1 above and the following figures:

Bid price, excluding VAT (y)	R
Imported content (x)	R
Stipulated minimum threshold for Local content (paragraph	

3 above)	
Local content % , as calculated in terms of SATS 1286	

If the bid is for more than one product, a schedule of the local content by product shall be attached.

(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.

(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, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 13 of the Preferential Procurement Regulations, 2011 promulgated under the Policy Framework Act (PPFA), 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:**
 (C7) **Specified local content %**

Note: VAT to be excluded from all calculations

Pula EU 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)

Signature of tenderer from Annex B

Date: _____

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



**forestry, fisheries
& the environment**

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

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

TERMS OF REFERENCE

APPOINTMENT OF ACCREDITED TRAINING SERVICE PROVIDERS FOR THE IMPLEMENTATION OF EXPANDED PUBLIC WORKS PROGRAMME (EPWP) TRAINING AND SKILLS DEVELOPMENT PROGRAMMES IN FREE STATE PROVINCE, AN INITIATIVE TOWARDS YOUTH EMPOWERMENT AND DEVELOPMENT

NB: ONLY ONE BID DOCUMENT TO BE SUBMITTED FOR THIS BID NUMBER FOLLOWING INSTRUCTION 10.1.1 OF THESE TERMS OF REFERENCE

ITEM NUMBER	TABLE OF CONTENTS	PAGE
1	Purpose	3
2	Introduction and Background	3 – 7
3	Objectives of the proposal	7-8
4	Outcomes of the project	8
5	Scope and extend of work	8 – 17
6	Expected deliverables/outcomes	17
7	Period/Duration of project/assignment	17
8	Costing/Comprehensive budget	17 – 40
9	Evaluation Criteria	41 – 45
10	Bid submission requirements	46 - 47
11	Legislative framework of the bid	49-53
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1. PURPOSE

- 1.1 The Department of Forestry, Fisheries and The Environment (DFFE) seeks to invite experienced and suitable accredited training providers for the implementation of training and skills development programmes, under the auspices of the Expanded Public Works Programme (EPWP), that promotes career pathing and employment creation towards obtaining various accredited skills programmes and qualifications.

2. INTRODUCTION AND BACKGROUND

- 2.1. Environmental Protection and Infrastructure Programmes (EPIP) is the main Programme through which the department contributes to the government's Expanded Public Works Programme (EPWP). For this purpose, the Department implements poverty alleviation projects through training service providers to address the following:
- job creation,
 - skills development,
 - development of SMMEs
- 2.2. Departments were called upon to create EPWP projects to equip participants with training interventions enhancing their ability to earn a living in future and ensure that workers attain relevant and marketable skills. It further suggested through the Code of Good Practice that training Programmes should be accredited.
- 2.3. The department undertakes to implement training projects in the form of qualifications/ learnerships Occupational Certificates and skills programmes through accredited training providers in various fields to enable unemployed young people to participate in mainstream economic development.
- 2.4. The earmarked trainees will be trained in the various in various District Municipalities within the Free State Province as outlined in the tables below referred to as **Annexure A**

ANNEXURE A

Bid number	Project Application Reference Number	SAQA ID or OFO CODE in the case of Trades	Number of credits	Project duration	District Municipality where training will be implemented	Local Municipality where training will be implemented	Town/ Village/ township where projects participants shall be recruited and classroom training will be conducted	Number of participants per area and per class	Number of classes	Total number of projects participants to be trained
FS:SP001	Skills Programme: Building and Civil Construction Masonry NQF 5	Unit standards provided as Annexure F	70	5 months	Lejweleputswa	Tswelopele	Hoopstad	25	4	100
						Tswelopele	Bultfontein	25		
						Masilonyana	Verkeeredevlei	25		
						Masilonyana	Winburg	25		
FS:SP002	Skills Programme: Waste Management NQF 5	Unit standards provided as Annexure F	90	5 months	Mangaung	Mangaung	Van Stadensrus	25	12	300
							Wepener	25		
							Botshabelo	25		
							Dewetsdorp	25		
							Thabanncu	25		
	Skills Programme: Waste Management	Unit standards provided as Annexure F	90	5 months	Mangaung	Mangaung	Soutpan	25		
							Mangaung	Bloemfontein	25	
					Mangaung	Mangaung	Glenn	25		

	NQF 5				Lejweleputswa	Nala	Wesselsbron Class1	25		
					Lejweleputswa	Nala	Wesselsbron	25		

Bid number	Project Application Reference Number	SAQA ID or OFO CODE in the case of Trades	Number of credits	Project duration	District Municipality where training will be implemented	Local Municipality where training will be implemented	Town/ Village/ township where projects participants shall be recruited and classroom training will be conducted	Number of participants per area and per class	Number of classes	Total number of projects participants to be trained
							Class 2			
	Skills Programme: Waste Management NQF 5	Unit standards provided as Annexure F	90	5 months	Lejweleputswa	Nala	Bothaville Class1	25		
					Lejweleputswa	Nala	Bothaville Class 2	25		
FS:SP003	Skills Programme Horticulture NQF 1	Unit standards provided as Annexure F	45	3 months	Lejweleputswa	Tokologo LM	Dealesville	25	4	100
					Lejweleputswa	Tokologo LM	Hertzogville	25		
					Lejweleputswa	Tokologo LM	Boshoff Classs 1	25		
					Lejweleputswa	Tokologo LM	Boshoff Class 2	25		
FS:SP004	Skills Programme: Building and Civil Construction Tiling NQF 3	Unit standards provided as Annexure F	55	5 months	Fezile Dabi	Mafube LM	Frankford	25	4	100
					Fezile Dabi	Mafube LM	Villiers	25		
					Fezile Dabi	Mafube LM	Cornelia	25		
					Fezile Dabi	Mafube LM	Tweeling	25		
FS:QL001	Tourist Guiding NQF 4	71549	134	12 months	Xhariep	Letsemeng	Koffiefontein	25	100	100
						Letsemeng	Jacobsdal	25		

Bid number	Project Application Reference Number	SAQA ID or OFO CODE in the case of Trades	Number of credits	Project duration	District Municipality where training will be implemented	Local Municipality where training will be implemented	Town/ Village/ township where projects participants shall be recruited and classroom training will be conducted	Number of participants per area and per class	Number of classes	Total number of projects participants to be trained
						Letsemeng	Petrusburg	25		
						Letsemeng	Luckhoff	25		
FS - Total number of project participants										700

- 2.5 It is within this context that DFFE wishes to invite interested and suitably qualified/accredited training providers to express interest to implement various training and skills development programmes as outlined in **Annexure A**. Training shall be implemented in various **District Municipalities within the Free State Province** towards obtaining accredited competency certificates in Occupational Certificates and skills programmes.
- 2.6 Evaluation and Appointment of training service provider/s shall be done per **training project application reference** provided in Annexure A above
- 2.7 Bidders shall state the application reference number in **Annexure E**, which serves as the bid cover for all training interventions applying for
- 2.8. The number of persons to be trained per training intervention and per project is also outlined in Annexure A.
- 2.9.** The intention is to appoint the Training Service Providers per project application reference. **Bidders are allowed to apply for more than one training interventions they are accredited on. ONLY ONE BID DOCUMENT TO BE SUBMITTED FOR THIS BID, IN A CASE WHERE BIDDERS APPLY FOR MORE THAN ONE TRAINING INTEVENTIONS UNDER THIS BID, see 10.1.1 below.**
- 2.10. The selection of accredited training service providers will be evaluated based on a set of evaluation method as listed below and in line with the prescribed Supply Chain Management processes.
- 2.11. The delivery of work shall be as per set standards and the training service provider is expected to provide work that meets all regulation or legislation that is applicable and any relevant professional standards.

3. OBJECTIVES OF THE PROPOSAL

- 3.1. To implement training and skills development projects in various fields that has a potential to promote career pathing, creation of pathways to employment and enable young people to venture into entrepreneurship. Projects shall benefit 700 young people throughout the province and training shall be implemented in various district municipalities. Competent project participants should be issued with competency certificates/ statement of results on the qualifications/skills programme they are trained on.

- 3.2. DFFE intends to appoint one training service provider per project application reference number to implement accredited training project as per the scope of work outlined below.

4. OUTCOMES OF THE PROJECT

- 4.1 Participants trained and issued with competency certificates on various training interventions

5. SCOPE AND EXTENT OF WORK

- 5.1 DFFE is seeking the services of the Accredited Training Service Providers to project manage, coordinate training and certification of candidates as a Youth Empowerment and Development Programme initiative. The training service provider will be responsible for the following results area (s) outlined in three project stages:

I. Stage 1 – Project planning

- a. The objective of the project planning stage will be for the accredited Training Service Provider to lay the groundwork for successful implementation of the programme. As well as validating the Terms of Reference and the scope, objectives and activities ensuring that all necessary logistical and support arrangements are in place for sound program implementation. The Planning Phase will culminate in a final business plan, a detailed project implementation plan and the detailed costing in the templates prescribed by the department. The project implementation plan should amongst other things include the following;

- i. A detailed project implementation plan set of activities for each phase or key results area of the project, with timelines showing when each project stage and activity will start and finish.

Furthermore, the project implementation plan will also provide levels of input and per activity including but not limited to the following:

- ii. Unit standards/ modules to be rolled out

- iii. The manner in which modules will be structured

- iv. How classroom activities will be rolled out
- v. How practicals and simulations will be rolled out
- vi. The plan to roll out workplace experience / onjob training
- vii. Time to be spent of classroom, practicals and workplace training
- viii. Timing for registration of participants onto SETA system
- ix. Potential workplaces for onjob/ experiential training
- x. Plan to observe Covid-19 Risk Management
- xi. Plan to sign attendance registers and keeping evidence for the period of 5 years after project completion
- xii. Roll out of compliance training i.e induction, OHS, SHE reps and First Aiders
- xiii. Management of Occupational Health and Safety compliance and reporting thereof
- xiv. Personal Projective Equipment items to be purchased per participants, distribution and keeping evidence thereof
- xv. List of tools, distribution and keeping of evidence
- xvi. Delivery and safe keeping of consumables and training material
- xvii. Submission of monthly progress reports
- xviii. Administration of stipend payment, UIF and Coid
- xix. Managing of risks
- xx. Managing dropouts

II. Stage 2 – Project implementation

During this phase the Training Service Provider will be expected to:

- a. Recruit and contract project participants
- b. generate Risk assessment report, develop the OHS plan and file,, confirmation of training venues,
- c. Implement functional and compliance training (Induction, Basic – non accredited training Occupational Health and Safety, accredited First Aider and SHE representative training
- d. Implement all components of training project (theory, practical and simulation, workplace experience training.)
- e. implement all project deliverables and activities, facilitate procurement, compliance, reporting and evidence keeping, risk management, OHS compliance, coordination, time management, conduct project advisory committee meetings and submission of SETA moderation reports and declare all competent participants, issuing of competency certificates/ statements of results to participants and certificate handover ceremonies. The Training Service Provider must ensure that all stakeholders are properly briefed and receive all relevant handover material and presentation request well in advance of the actual ceremony.

III. Reporting Stage 3 –Project close out

- a. During this phase the Training Service Provider must indicate how they plan to coordinate project wrap-up activities, which will capture all component of the programme including but not limited to development and submission of project completion report, lessons learned sessions and feedback on challenges, supported by areas of improvements etc. Submission of all outstanding evidence for milestones achieved. Keeping of evidence for all project activities from inception to completion for the duration of 5 years

5.2 PROJECT KEY RESULTS AREAS

5.2.1 RESULTS AREA 1: Consultations, development, and submission of the Business Plan

The appointed Training Service Provider shall consult with the relevant Provincial Training

Coordinator, municipality officials and all other relevant stakeholders on the confirmation of deliverables, activities and the project roll out plan.

Training Service Provider shall submit the online business plan on the template prescribed by the department. Training could only commence on the approval of the Business Plan by the Department

The appointed Training Service Provider shall submit the project implementation plan together with the detailed costing in the templates provided for by the department

5.2.2 RESULTS AREA 2: SHEQ Compliance and Management

The appointed Training Service Provider shall in consultation with the relevant DFFE Provincial Training Coordinator and the DFFE provincial Health and Safety Compliance Officer

- Obtain the EP-OHS specification
- Development and management of OHS plan and OHS file per site
- Provide non accredited Occupational Health and Safety training prior and during implementation and also perform the following:
 - i. Establishment and appointment of OHS Committees per site
 - ii. Provide support structure to OHS Committees
 - iii. Collate quarterly OHS reports per project
 - iv. Provide or develop HIRA and SWP for the project
 - v. Incident management and reporting- on templates prescribed by the department
 - vi. Risk management and reporting - on templates prescribed by the department
 - vii. Compliance and administration of COID to the Compensation Fund
 - Conduct one day EPWP induction training using Induction manual provided by the department (yearly)
 - Provide accredited SHE Rep training to 3 participants per site (make contingency of re-training in the case of drop-outs). Refresher training to be done within 18 months where applicable

- Provide accredited First Aider training to 3 participants per site (make contingency of re-training in the case of drop-outs). Refresher training to be done within 18 months where applicable
- The Training Service Provider to conduct venue risk assessment
- Provision of Sanitizes
- Medical Testing to be conducted by registered Occupational Medical Practitioners appointed by successful Training Service Providers.
- Only Occupational Medical Practitioners who are recognised by South African Medical and Dental Council and Supplementary Health Services Professions Act, 1974 (Act No. 56 of 1974), or the South African Nursing Council as referred to in the Nursing Act, 1978 (Act No. 50 of 1978) should be utilised for Medical Testing
- The Occupational Medical Practitioners will be expected to perform the pre and exit medical surveillance on all project participants based on the occupational risk exposure profile (OREP). The medical surveillance program shall encompass, but not limited to:
 - Preliminary health risk assessment;
 - Pre-employment health screening assessment and evaluation;
 - Clinical history (Occupational history and hazard exposure);
 - Physical examinations;
 - Medical history;
 - Medical treatment in the last 3 years;
 - Vision screening and vision acuity;
 - Chest X-ray;
 - Special examinations (e.g. Spirometry test);
 - ECG, if the employee seems to have cardiac abnormalities;
 - Blood and urine analysis;
 - Biological Monitoring and Biological Effect Monitoring for HCA;
 - Medical opinion referrals.

Health Surveillance:

- Hand-arm vibration syndrome screening;
- Follow-up for Hand arm Vibration screening;
- Hearing screening including audiometry;
- Lung function test / Respiratory surveillance

5.2.3 RESULTS AREA 3: Recruitment of project participants

The Training Service Provider must conduct recruitment of project participants locally together with the municipality (see areas as presented in Annexure A), in the area provided as the project area/site following the EPWP participant's recruitment guidelines in which the following should also be observed;

- a. The entry requirement into the qualification and proof where necessary
- b. Only unemployed participants to be recruited
- c. 100% of participants to be under the age of 35 years during recruitment
- d. Department of Labour local centers' unemployment list is considered where necessary
- e. Advertisement of opportunities in the municipalities/ project area/site for a period not less than 14 days
- f. No municipality lists to be entertained
- g. Only South African citizens with valid Identity Document shall be considered

NB: The department will be responsible for the payment of R120.00 daily stipend to the project participant for the duration of the project.

NB: The department will also be responsible for COIDA and UIF at 2% each of the total stipend budget.

5.2.4 RESULTS AREA 4: Sourcing of training venues

The training service provider must source training venues for the implementation of training in the walking distance and/or 15 km radius to the project site

- a. A maximum of 34 project participants to be trained in one venue – project specification to provide the exact number of participants to be trained per project site
- b. Covid19 risk management and social distancing procedures to be followed where applicable
- c. Training venues to be conducive for learning
- d. Training venues to have both chairs and desks for all participants
- e. Training venues to have running water, ablution facilities and electricity
- f. Enough toilet paper rolls to be provided everyday

5.2.5 RESULTS AREA 5: Provision of PPE for all project participants

The Training Service Provider shall provide branded Personal Protective Equipment for all project participants, EPIP branding manual is included with this Bid for proper price estimation. Please see the list of PPE for the training project you are applying for attached as **Annexure C**, such provision must be included in the bid price

5.2.6 RESULT AREA 6: Registration of project participants with relevant SETA and or quality assuring body

The Training Service Provider shall conduct registration of project participants with relevant SETAs and or quality assuring body and provide proof to the Department.

5.2.7 RESULTS AREA 7: Provision of start-up tools for all project participants

It is requirement that start-up tools are handed over to project participants at project completion. Training Service Provider however have an option to allocate the start-up tools during the implementation of training where such tools are necessary for project implementation, however the Training Service Provider will have a responsibility to ensure safety of start-up tools in that regard. List of start-up tools for each project is attached as annexure D such provision must be included in the bid price.

5.2.8 RESULTS AREA 8: Provision of consumables

The bidding Training Service Provider shall be expected to provide for all the daily consumables necessary for the implementation of training, this shall be project specific and should be enough throughout the project duration. This includes all the materials and equipment purchased or hired needed during the classroom, practical and simulations activities as prescribed by the relevant quality assuring bodies. In cases where the Training Service Provider envisage for the inhouse workplace training enough consumable should be provided and should be available for use of 70% project time and be included in the bid price.

5.2.9 RESULTS AREA 9: Provision of study material

The bidding Training Service Provider shall be expected to provide for all necessary study material for the implementation of training for each project participant. Each project participant must receive his/her own material which covers all the unit standards/modules of the course. (No sharing of study material shall be accepted). Study material must be neatly packaged and should be in the sequence in which the training shall be rolled out and also cover all the modules of the course. No loose papers shall be accepted as the learner manual. This shall include the provision of Portfolio of Evidence material and also for Log books.

5.2.10 RESULT AREA 10: Implementation of training theory/classroom

The Training Service Provider shall conduct theory for all the modules of the skills programme/qualifications and the cost for such shall be provided for in the bid price. Portfolio of evidence shall be complete for all modules/unit standards completed, assessed and moderated.

5.2.11 RESULT AREA 11: Implementation of practical and simulation

The training service provider shall conduct practical and simulation for all the modules of the skills programme/qualifications and the cost for such shall be provided for in the bid price. Portfolio of evidence shall be complete for all modules/unit standards completed, assessed and moderated.

5.2.12 RESULT AREA 12: Roll out of the workplace experience training

The training service provider shall coordinate and provide for workplace experience training. In a case of inhouse training, Training Service Provider to consult the relevant SETA, QCTO or relevant quality assuring body for such arrangement and obtain approval for the preferred option which should be endorsed by the Department. The cost for coordination, provision and placement in the workplaces to be included in the bid price

5.2.13 RESULT AREA 13: Project monthly progress report

The training service provider shall prepare and submit the online monthly progress report in the format prescribed by the department, administration of such reports to be included in the bid price. The training service provider must provide progress reports per result area on a monthly basis or as and when required by DFFE and responsible for the following:

- a. Daily attendance register
- b. Pictures and videos taken during implementation of project
- c. Provide records of all project participants;
- d. EPWP registration forms in the template prescribed by the department- yearly
- e. Certified and valid Identity documents for all participants
- f. Bank details and bank account confirmation letters for all participants

All other relevant progress report evidence required by the report template shall be complied to. Such includes but not limited OHS monthly reports, Covid-19 weekly and monthly reports, EPWP weekly and monthly reports etc, SMMEs used each month, number of participants declared competent,etc.

5.2.14 RESULT AREA 14: Administration of project stipend, UIF contribution and COID

The Training Service Provider shall administer payment of monthly stipend to project participants. Participants shall sign daily attendance registers and such shall be submitted to

the department together with the online monthly progress reports. The template for the daily register is prescribed by the department and shall be used to determine the monthly stipend paid to each participant. The Training Service Provider shall also administer the project participants' UIF registration with the Department of Employment and Labour and also pay and obtain the letter of Good Standing for the project duration. The department shall make funds available for the payment of stipend, UIF contributions and COID separate from the bid price. UIF payment to DoEL will be limited to the 2% disbursed stipend to project participants. The Training Service Provider to include pricing for only the administration of such (stipend, UIF contributions and COID).

5.2.15 RESULT AREA 15: Project coordination, stakeholder engagements and review meetings

The Training Service Provider shall be responsible for all project coordination, organize and lead bimonthly project advisory meetings within District Municipalities, and attend provincial quarterly review meetings and one yearly performance reviews conducted in Head office of the Department in Pretoria/Western Cape (In contact and virtual)

5.2.16 RESULT AREA 16: Submission/ Issuing of certificates for all project participants declared competent

The Training Service Provider shall obtain at minimum of 80% competency rate in all the project participants. Level of dropouts should be maintained by ensuring recruitment of participants that are interested in the course and also meeting the entry requirements. Competent project participants to be issued with their competency certificates/statement of results. Facilitate the certificate handover ceremony. 10% of Phase 2 budget to be forfeited by the Training Service Provider in the case where less than 80% competency rate is achieved.

5.2.17 RESULT AREA 17: Submission of evidence for participants declared competent

The Training Service Provider shall be responsible for submission of evidence for participants declared competent immediately after the SETA/Skills Development bodies moderation report has been concluded. Submission of evidence for participants declared competent should be provided through the spreadsheet template provided by the Department supported by either of the following

- SETA/Skills Development bodies moderation report
- Statement of Results (SORs)
- SETA/Skills Development competency certificates

Evidence for participants declared competent should be submitted at the year in which the certificate was issued (refer to certificate date of issue) or the year in which the moderation report was done. Failure to submit evidence in the year in which the certificate was issued (refer to certificate date of issue) or the year in which the moderation report was done will compel the department to impose 10% penalty of stage 2 project fee (quoted by the training service provider)

5.2.18 RESULT AREA 18: Submission of Training Project completion report

Training Service Provider shall submit the training project completion report in the format prescribed by the department for approval and payment of stage 3 invoice.

6 EXPECTED DELIVERABLES / OUTCOMES

- 6.1. Project planning – business plan developed
- 6.2. Recruited and contracted project participants
- 6.3. Project Implementation - delivery of training theory, practicals/simulation and Placement of participants for workplace experiential learning. Compile and submit periodic reports (weekly, monthly, quarterly). Procurement and delivery of PPE, tools and material, certification of participants
- 6.4. Project closure – compilation of closure out reports

7 PERIOD / DURATION OF PROJECT / ASSIGNMENT

- 7.1 The projects will commence after the signing of the SLA by both parties and issuing of an official order by DFFE (outlined in Annexure A above)

8 COSTING/COMPREHENSIVE BUDGET

- 8.1 The Training Service Provider must provide pricing for the full process of obtaining the skills programme/occupation qualification for the number of project participants and for the training intervention applying for.
- 8.2 Comprehensive pricing structure must be provided inclusive of all disbursement costs (if applicable), expenses and VAT, using SBD 3.3 and Annexure B1, B2, B3, B4, and B5 depending on the projects applying for

- 8.3 Travelling costs and time spent or incurred between home and office of consultants and DFFE office will not be for the account of DFFE.
- 8.4 Training Service Providers must fully complete the guidelines menu for pricing, which is valid for 120 days.
- 8.5 It is prohibited that the descriptions and quantities of items in the pricing schedule be amended except in the case that an alternative bid has been submitted. Non-compliance to the pricing instructions will result in disqualification.
- 8.6 The Training Service Provider shall be bound to execute all of the required quantities of scope as presented in Annexure A
- 8.7 The detailed costing shall be the integral part of the contract documents, and shall be finalized through the planning stage of the project
- 8.8 The quantities set out in the pricing schedule are approximate quantities only. The quantities of work finally accepted and certified for payment shall be finalized during recruitment (such shall not be above the numbers provided in Annexure A).
- 8.9 Services provided to be cautious of the different sizes of PPE during the pricing
- 8.10 The validity of the contract shall in no way be affected by the differences between the quantities in the bill of quantities and the quantities finally certified for payment.
- 8.11 Rates and lump sums shall also be exclusive of Value Added Tax (VAT). The summary of the bill of quantities allows separately for the calculation of an allowance for Value Added Tax (VAT) (output tax in terms of the Tenderer). Rates and lump sums shall, however, be inclusive of all other taxes and levies.
- 8.12 DFFE reserve the right to negotiate the bid price with preferred bidder/s identified in the evaluation process, regarding any terms and conditions, including prices without offering the same opportunity to any other bidder/s who has not been awarded the status of the preferred bidder/s.
- 8.13 Pricing should also cater for travelling as follows
- 7.13.1 Bi-monthly meetings at the District Municipality
 - 7.13.2 Provincial Performance Quarterly Review meetings
 - 7.13.3 Head Office Yearly Performance Review meetings
- 8.14 The facilitator/leaner ratio is 1: 34.

- 8.15 Number of classes shall be determined on the 1:25 ratio.
- 8.16 Pricing to include the provision of Occupational Health and Safety file **per site**, OHS file maintenance, and OHS compliance
- 8.17 Facilitators shall be allocated per site,
- 8.18 Budget allocation should be distributed as follows 15% for planning stage, 50% for training, procurement, administration and reporting 25% for issuance of certificates, 10% closeout stage.
- 8.19 **Annexure B (i) – Rates/ Pricing SCHEDULE attached should be used as a guide by Training service provider when providing rates.**

NB: below are the items expected to be billed on the pricing schedule:

Number	Item
1	Planning fees @ 15% of the project budget
2	Project Management and Administration Fees
3	Contracting of participants, EPWP compliance, processing of monthly stipend, submission of participants IDs, Banks statement/proof of bank accounts
4	Training – Induction, basic Occupational Health and Safety, accredited SHE Representative and accredited First Aid training
5	OHS compliance - OHS file development per site, OHS site compliance , OHS monthly reports and closeout reports (inclusive of compliance to Covid-19 regulations)
6	Implementation of theory/ facilitation for all unit standards and credits of the training project stipulated in annexure A
7	Implementation of practicals and simulation for all unit standards of the training intervention
8	Placement of participants for workplace experience training (for all projects with a duration of 12 months and above)
9	Personal Protective Clothing – see Annexure C below
10	Study material for each participants
11	Tools, Material and Equipment – (procurement and or hired shared consumables, tools material and equipment for practical and simulation for the full duration of training as per requirement of the training intervention by the relevant quality assurance bodies –SETA-QCTO – City and Guilds etc)
12	Startup tools where required – see Annexure D below
13	70% alcohol sanitizers and Temperature Thermometers per site (10 litres of sanitizer per 100 participants per month x the duration of training
14	Stakeholder engagements
15	Medical testing (Entry, interim(for multi-year projects) and Exit)
16	Issuance of certificates to project participants @ 25% of the total project budget
17	Certification handover ceremony
18	Submission of the completion report @ 10% of the total project budget

8.19 Rates to cover facilitation (please note number of classes/facilitators required in Annexure A), assessment, moderation and certification.

8.20 The below items will be on account of the department and should not be include on rates

Payment of stipends to participants/ Wages (SPWP)	On account of the department – The training service provider will only be responsible for the administration towards payment of stipend – facilitating the signing of daily attendance registers, captured days worked/attended on monthly progress payment reports, provide relevant evidence and submit to the department for further processing and payment by the appointed financial institution
Workman's compensation	On account of the department – Training service provider shall make payment, provide proof of payment and relevant evidence to the department for reimbursement
UIF	On account of the department – Training service provider shall make payment, provide proof of payment and relevant evidence to the department for reimbursement

8.21 ANNEXURE C PERSONAL PROTECTIVE CLOTHING SPECIFICATION (ON ACCOUNT OF THE BIDDERS AND TO BE PRICED ACCORDINGLY)

CONSTRUCTION MASONRY NQF 3 FS: SP001					
PROTECTIVE CLOTHING SPECIFICATION					
ITEM	SPECIFICATION	COLOUR	Quantity	Unit cost in Rand below	Total cost in Rand below
Conti suits	<ul style="list-style-type: none"> JACKET: Double needle top stitched yoke 	Emerald green	200		

	<ul style="list-style-type: none"> • Lapel collar • Left chest pocket with stud flap and pen division • Right cellphone pocket with stud flap • Concealed YKK metal zip front • Lower patch pockets • TROUSERS: • Elasticated back • Riveted metal button closure • YKK metal zip fly • Seven belt loops • Side slant swing pockets • Back right patch pocket • Seat and inleg triple needle stitched • Double needle front rise • Fabric: 65 / 35 Polycotton 2/1 Twill • Weight: 245 g/m² • Sizes: 32-58 • Colour: Emerald Green 				
T/shirts	<p>T/shirts: 100% cotton,180 gm</p> <p>(branded as per EPIP branding manual attached with this bid)</p>	Emerald green	200		
Safety Boots	<p>Safety boots should have the following features:</p> <p>Anti-slipping ability</p> <p>Shock absorbing heel</p> <p>Oil/fuel resistant capabilities</p> <p>acids/alkali resistant properties</p> <p><u>Size: 4 5 6 7 8 9 10</u></p>	Black	100		

	<u>11 12 13 14</u>				
Shutter Proof Gloves	<ul style="list-style-type: none"> • Suitable for general handling & manufacturing industries • Brick handling • Black chip palm for extra grip • Interlock cotton liner • Knit wrist • Size: 10 • Cuff Size: Wrist length 	Black	200		
Sun Hat	<p>Bush legendary hats, embroidered accordingly 100% cotton, and branded as per Dept.branding manual</p> <p>(branded as per EPIP branding manual attached with this bid)</p>	Emerald/Khakhi green	100		
Safety specs	<ul style="list-style-type: none"> • SABS approved safety glasses • (UV, fog resistance) 	Any	100		
Reflective vest	V0230- 4XL Reflective Zip and ID Pouch Vest	Orange	100		
Helmet (1 X participant)	Hard Hat Helmet (Evergard HHPROY Hard Hat)	Emerald/Green	100		
<p>TOTAL PRICING FOR PERSONAL PROTECTIVE CLOTHING to be transferred to number 9 of the Annexure B1</p> <p>Pricing to include transportation of personal protective clothing to project sites</p>					

SAMPLE PICTURES of the Personal Protective Clothing indicated above



Sample Safety boots



Sample Bush hat



sample picture of the reflective vest



Shutter Proof Gloves



Sample picture of the Safety specs



conti suits sample pictures



Sample picture of Safety hat



Sample picture of the T-shirt

WASTE MANAGEMENT NQF 5 PERSONAL PROTECTIVE CLOTHING SPECIFICATION FS:SP002

ITEM	SPECIFICATION	COLOUR	Quantity	Unit cost in Rand below	Total cost in Rand below
T/shirts	T/shirts: 100% cotton,180 gm (branded as per EPIP branding manual attached with this bid)	Emerald green	600		
Work Jean Trousers Women/Girls and Work Jean Trouser for Men	For females Skinny Jeans- tight jeans that have a snug fit through the legs, its best fit for pear and hour glass shaped. High wasted jeans/ High rise jeans/ Mom jeans with a stretch Size: 30/77 32/82 34/87 36/92 38/97 40/102 42/107 44/112 46/117 48/122 Males: Streamline fit in denim, skinny fit, include a fixed waistband with belt loops and a zipfly and button, Side and back entry pocket No front abrasions Size: 30/77 32/82 34/87 36/92 38/97 40/102 42/107 44/112 46/117 48/122	Blue Blue	600		

Poly fleece jackets	Poly fleece jackets should have the following features: -Two hand warmer zip pockets -One zip system (branded as per EPIP branding manual attached with this bid)	Emerald/Army green	300		
Safety Boots	Safety boots should have the following features: Anti-slipping ability Shock absorbing heel Oil/fuel resistant capabilities acids/alkali resistant properties <u>Size: 4 5 6 7 8 9 10</u> <u>11 12 13 14</u>	Black	300		
Sun Hat	Bush legendary hats, embroided accordingly 100% cotton, and branded as per Dept.branding manual (branded as per EPIP branding manual attached with this bid)	Emerald green/Khakhi	300		
TOTAL PRICING FOR PERSONAL PROTECTIVE CLOTHING to be transferred to number 9 of the Annexure B2 Pricing to include transportation of personal protective clothing to project sites					

SAMPLE PICTURES of the Personal Protective Clothing indicated above



Sample Safety boots



Sample Bush hat



Sample poly fleece jacket



Sample work jeans for males



High waist /Mom Jeans for females



Sample picture of the T-shirt

SKILLS PROGRAMME HORTICULTURE NQF 1 PERSONAL PROTECTIVE CLOTHING SPECIFICATION FS:SP003					
ITEM	SPECIFICATION	COLOUR	Quantity	Unit cost in Rand below	Total cost in Rand below
T/shirts	T/shirts: 100% cotton,180 gm (branded as per EPIP branding manual attached with this bid)	Emerald green	200		

<p>Work Jean Trousers Women/Girls</p> <p>and</p> <p>Work Jean Trousers for Men</p>	<p>For females Skinny Jeans- tight jeans that have a snug fit through the legs, its best fit for pear and hour glass shaped.</p> <p>High wasted jeans/ High rise jeans/ Mom jeans with a stretch</p> <p>Size: 30/77 32/82 34/87 36/92 38/97 40/102 42/107 44/112 46/117 48/122</p> <p>Males: Streamline fit in denim, skinny fit, include a fixed waistband with belt loops and a zipfly and button, Side and back entry pocket No front abrasions</p> <p>Size: 30/77 32/82 34/87 36/92 38/97 40/102 42/107 44/112 46/117 48/122</p>	<p>Blue Blue</p>	<p>200</p>		
<p>Poly fleece jackets</p>	<p>Poly fleece jackets should have the following features: -Two hand warmer zip pockets -One zip system (branded as per EPIP branding manual attached with this bid)</p>	<p>Emerald/Army green</p>	<p>100</p>		

Safety Boots	Safety boots should have the following features: Anti-slipping ability Shock absorbing heel Oil/fuel resistant capabilities acids/alkali resistant properties <u>Size: 4 5 6 7 8 9 10</u> <u>11 12 13 14</u>	Black	100		
Sun Hat	Bush legendary hats, embroided accordingly 100% cotton, and branded as per Dept.branding manual (branded as per EPIP branding manual attached with this bid)	Emerald green/Khakhi	100		
TOTAL PRICING FOR PERSONAL PROTECTIVE CLOTHING to be transferred to number 9 of the Annexure B3 Pricing to include transportation of personal protective clothing to project sites					

SAMPLE PICTURES of the Personal Protective Clothing indicated above



Sample Safety boots



Sample Bush hat



Sample poly fleece jacket



Sample work jeans for males



High waist /Mom Jeans for females



Sample picture of the T-shirt

BUILDING AND CIVIL CONSTRUCTION TILING NQF 3 PROTECTIVE CLOTHING SPECIFICATION - FS: SP004					
ITEM	SPECIFICATION	COLOUR	Quantity	Unit cost in Rand below	Total cost in Rand below
Conti suits	<ul style="list-style-type: none"> • JACKET: • Double needle top stitched yoke • Lapel collar • Left chest pocket with stud flap and pen division • Right cellphone pocket with stud flap • Concealed YKK metal zip front • Lower patch pockets • TROUSERS: • Elasticated back • Riveted metal button closure • YKK metal zip fly • Seven belt loops • Side slant swing pockets • Back right patch pocket • Seat and inleg triple needle stitched • Double needle front rise • Fabric: 65 / 35 	Emerald green	200		

	<p>Polycotton 2/1 Twill</p> <ul style="list-style-type: none"> • Weight: 245 g/m² • Sizes: 32-58 • Colour: Emerald Green 				
T/shirts	<p>T/shirts: 100% cotton,180 gm</p> <p>(branded as per EPIP branding manual attached with this bid)</p>	Emerald green	200		
Safety Boots	<p>Safety boots should have the following features:</p> <p>Anti-slipping ability Shock absorbing heel Oil/fuel resistant capabilities acids/alkali resistant properties</p> <p><u>Size: 4 5 6 7 8 9 10</u> <u>11 12 13 14</u></p>	Black	100		
Shutter Proof Gloves	<ul style="list-style-type: none"> • Suitable for general handling & manufacturing industries • Brick handling • Black chip palm for extra grip • Interlock cotton liner • Knit wrist • Size: 10 • Cuff Size: Wrist length 	Black	200		
Sun Hat	<p>Bush legendary hats, embroided accordingly 100% cotton, and branded as per Dept.branding manual</p> <p>(branded as per EPIP branding manual attached with this bid)</p>	Emerald/Khakhi green	100		
Safety specs	<ul style="list-style-type: none"> • SABS approved 	Any	100		

	safety glasses • (UV, fog resistance)				
Reflective vest	V0230- 4XL Reflective Zip and ID Pouch Vest	Orange	100		
Helmet (1 X participant)	Hard Hat Helmet (Evergard HHPROY Hard Hat)	Emerald/Green	100		
TOTAL PRICING FOR PERSONAL PROTECTIVE CLOTHING to be transferred to number 9 of the Annexure B4 Pricing to include transportation of personal protective clothing to project sites					

SAMPLE PICTURES of the Personal Protective Clothing indicated above



Sample Safety boots



Sample Bush hat



sample picture of the reflective vest



Shutter Proof Gloves



Sample picture of the Safety specs



conti suits sample pictures



Sample picture of Safety hat



Sample picture of the T-shirt

TOURIST GUIDING FS: QL001					
PPE SPECIFICATION					
ITEM	SPECIFICATION	COLOUR	Quantity	Unit cost in Rand below	Total cost in Rand below
T/shirts	T/shirts: 100% cotton,180 gm (branded as per EPIP branding manual attached with this bid)	Emerald green	200		
Work Jean Trousers Women/Girls	Skinny Jeans- tight jeans that have a snug fit through the legs, its best fit for pear and hour glass shaped. High wasted jeans/ High rise jeans/ Mom jeans with a stretch	Blue	200		

	<p>Size: 30/77 32/82 34/87 36/92 38/97 40/102 42/107 44/112 46/117 48/122</p>				
Work Jean Trousers for Men	<p>Streamline fit in denim, skinny fit, include a fixed waistband with belt loops and a zipfly and button, Side and back entry pocket No front abrasions</p> <p>Size: 30/77 32/82 34/87 36/92 38/97 40/102 42/107 44/112 46/117 48/122</p>				
Poly fleece jackets	<p>Poly fleece jackets should have the ff features: -Two hand warmer zip pockets -One zip system (branded as per EPIP branding manual attached with this bid)</p>	Emerald/Army green	100		
Safety Boots	<p>Safety boots should have the following features: Anti-slipping ability Shock absorbing heel Oil/fuel resistant capabilities acids/alkali resistant properties</p> <p><u>Size: 4 5 6 7 8 9 10 11 12 13 14</u></p>	Black	100		
Apron	<p>Material: Polyester Size: 60x70cm One Package Weight:0.14kgs / 0.32lb Qty per Carton: 104 Carton Weight 15.00kgs / 33.07lb</p>	Emerald/Khakhi green	100		

<p>TOTAL PRICING FOR PERSONAL PROTECTIVE CLOTHING to be transferred to number 9 of the Annexure B5</p> <p>Pricing to include transportation of personal protective clothing to project sites</p>		
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SAMPLE PICTURES of the Personal Protective Clothing indicated above



Sample Safety boots



T/Shirt sample picture



Sample poly fleece jacket



Sample work jeans for males



High waist /Mom Jeans for females

8.22 ANNEXURE D

START-UP TOOLS SPECIFICATION

BUILDING AND CIVIL CONSTRUCTION MASONRY NQF 3 START UP - TOOLS SPECIFICATION FS:SP001					
No	SPECIFICATION	COLOUR	Quantity	Unit cost in Rand below	Total cost per item
1	Bricklaying steel trowel 1.2 m Spirit Level Rafter Square 5 m tape measure Rubber mallet Tool bag Chalk line	Any	100 tool boxes		
	TOTAL PRICING FOR TOOLS AND MATERIALS to be transferred to number 12 of the Annexure B1 Pricing to include transportation of tools and material to project				

	sites		
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WASTE MANAGEMENT NQF 5 START UP - TOOLS SPECIFICATION FS:SP002					
No	SPECIFICATION	COLOUR	Quantity	Unit cost in Rand below	Total cost per item
1	No start up tolls to be procures and shall not be prices	N/A	N/A	N/A	N/A

HORTICULTURE - START UP - TOOLS SPECIFICATION FS:SP003					
No	SPECIFICATION	COLOUR	Quantity	Unit cost in Rand below	Total cost per item
1	rake,garden fork,watering can, knapsacks	Any	100		
	TOTAL PRICING FOR TOOLS AND MATERIALS to be transferred to number 12 of the Annexure B3 Pricing to include transportation of tools and material to project sites				

BUILDING AND CIVIL CONSTRUCTION MASONRY NQF 3 FS: SP004					
START UP - TOOLS SPECIFICATION					
No	SPECIFICATION	COLOUR	Quantity	Unit cost in Rand below	Total cost per item
1	Hawk,steel trowel,plastic float,spirit level, 5m tape measure, pencil, Tile cutter 600mm in carry bag, ideal for cutting ceramic tiles up to 14mm thick with maximum cutting dimension is 600mm for a straight cut and 425mm for a diagonal cut.	Any	100		
	TOTAL PRICING FOR TOOLS AND MATERIALS to be transferred to number 12 of the Annexure B4 Pricing to include transportation of tools and material to project sites				

TOURIST GUIDING START UP - TOOLS SPECIFICATION FS:QL001					
No	SPECIFICATION	COLOUR	Quantity	Unit cost in Rand below	Total cost per item
1	No start up tolls to be procures and shall not be prices	N/A	N/A	N/A	N/A

9 EVALUATION CRITERIA

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

- Phase 1: Pre-Compliance/Initial Screening.
- Phase 2: Mandatory Requirements.
- Phase 3: Local Content
- Phase 4: Functionality Criteria.
- Phase 5: Price and B-BBEE.

9.2 PHASE 1 (a): Pre-compliance or Initial Screening

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

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

Item No.	Administrative Requirements	Check/Compliance
1	Master Bid Document	provided and bound
2	Electronic Copy (USB)	Same as the master bid document
3	SCM - SBD 1 - Invitation to Bid	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

Item No.	Administrative Requirements	Check/Compliance
	Annexure B1, B2, B3, B4 and B5	
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

9.3 PHASE 2: Mandatory Requirements

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

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

9.3.3 Bidders must submit the mandatory documents per training application reference number applying for. Failure to submit the relevant mandatory documents for each training application reference number will result in the bidder being evaluated on the submitted documents or disqualified.

SETA ACCREDITATION

MANDATORY REQUIREMENT	COMPANY ACCREDITATION
	Relevant Valid accreditation certificate and /or accreditation letter listing the qualification applying for

	Copy of Assessor SETA registration
	Copy of Moderator SETA registration

9.4 PHASE 3: Local Production and Content

- 9.4.1 Does local production and content apply for this bid? **YES**
- 9.4.2 Regulation 8 of the Preferential Procurement Regulations, 2017 pertaining to the Preferential Procurement Policy Framework Act, Act no 5 of 2000 provides for the designation of sectors in line with national development and industrial policies for local production.
- 9.4.3 To give effect to the above requirement the Textiles, Clothing, Leather and Footwear sector has been designated for local production and content with a minimum threshold of 100%.
- 9.4.4 Only locally produced or locally manufactured Textiles, Clothing, Leather and Footwear from local raw material or input will therefore be considered. If the raw material or input to be used for a specific item is not available locally, bidders should obtain written authorisation from the Department of Trade and Industry (the DTI) should there be a need to import such raw material or input.
- 9.4.5 A copy of the exemption letter must be submitted together with the bid document at the closing date and time of the bid.
- 9.4.6** The following designated sector of raw material or input issued by the Department of Trade and Industry will apply, bidders' must complete and sign **SBD 6.2, Annexure C.**
- 9.4.7 Annexure D and E can be completed however they are not mandatory returnable documents.**
- 9.4.8 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.
- 9.4.9 Bidders who fail to comply with any of the minimum threshold of local production and content will be disqualified and will not be evaluated further.
- 9.4.10 Bidders are required to complete a table below by indicating yes or no.

Must be completed by bidder by answering yes or no.

Requirement	Local Content %	Comply: Yes or No
Conti -suits	100%	
Footwear	100%	
Hand Gloves	100%	
T/Shirts	100%	
Hat	100%	
Work Jeans	100%	
(Poly fleece jackets	100%	
Safety Boots	100%	

9.5 PHASE 4: Functionality Criteria

9.5.1 Only bids proposals that meets mandatory requirement will be considered to be evaluated on functionality criteria.

9.5.2 Bidders must score a minimum of **75%** during Phase 4 (functionality / technical) of the evaluation to qualify for Phase 5 of the evaluation where only points for Price and B-BBEE will be considered

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

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

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

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

9.6 PHASE 5: Preference Point System 80/20

- 9.6.1 Bid will be awarded to a bidder with the highest points on price and BBBEE on condition that they have met all phases of the evaluation criteria and complied with the tender requirements set out in the tender document.
- 9.6.2 The department reserves the right to negotiate prices that are not deemed market related and not to award the tender to the bidder with the lowest price
- 9.6.3 Preference point system applicable for this bid is

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

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

7	4
8	2
Non-compliant contributor	0

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

10. BID SUBMISSION REQUIREMENTS

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

10.1.1. THE TRAINING SERVICE PROVIDER MUST DRAFT A TABLE OF CONTENT WHICH WILL INDICATE WHERE EACH DOCUMENT IS LOCATED IN THE PROPOSAL

Bidders are allowed to apply for more than one training interventions/ projects they are accredited on. **ONLY ONE BID DOCUMENT TO BE SUBMITTED FOR THIS BID HOWEVER IN A CASE WHERE BIDDERS APPLY FOR MORE THAT ONE TRAINING INTEVENTIONS UNDER THIS BID THE FOLLOWING SHOULD BE NOTED:**

- **BID DOCUMENT TO BE ORGANISED IN THE FOLLOWING MANNER:**
- **PART ONE - THE BID DOCUMENT AS ADVERTISED WITH ALL OTHER COMPLIANCE DOCUMENTS SPECIFIED AND REQUIRED BY THE BID (EXCLUDING DOCUMENTS LISTED ON PART 2, 3,4,5,6,7 ETC BELOW)**
- **PART TWO - OF THE DOCUMENT SHOULD CONSIST OF (1) SBD3 AND ANNEXURE B/ PRICING GUIDELINE FOR FIRST TRAINING INTEVENTION APPLYING FOR (2) ALL MANDATORY REQUIREMENTS FOR THE FIRST TRAINING INTEVENTION APPLYING FOR (3) ALL EVIDENCE REQUIRED UNDER THE FUNCTIONALITY EVALUATION CRITERIA FOR THE FIRST TRAINING INTEVENTION APPLYING FOR**
- **PART THREE - OF THE DOCUMENT SHOULD CONSIST OF (1) SBD3 AND ANNEXURE B/ PRICING GUIDELINE FOR SECOND TRAINING INTEVENTION APPLYING FOR (2) ALL MANDATORY REQUIREMENTS FOR THE SECOND TRAINING INTEVENTION APPLYING FOR (3) ALL EVIDENCE REQUIRED UNDER**

THE FUNCTIONALITY EVALUATION CRITERIA FOR THE SECOND TRAINING INTERVENTION APPLYING FOR

- **PART FOUR - OF THE DOCUMENT SHOULD CONSIST OF (1) SBD3 AND ANNEXURE B/ PRICING GUIDELINE FOR THIRD TRAINING INTERVENTION APPLYING FOR (2) ALL MANDATORY REQUIREMENTS FOR THE THIRD TRAINING INTERVENTION APPLYING FOR (3) ALL EVIDENCE REQUIRED UNDER THE FUNCTIONALITY EVALUATION CRITERIA FOR THE THIRD TRAINING INTERVENTION APPLYING FOR**
- **PART FIVE, PART SIX PART SEVEN ETC WILL FOLLOW THE ABOVE SEQUENCE**
- **COLOURFUL FILE DIVERS CLEARLY INDICATING PART 1, PART 2, PART 3 ETC SHOULD BE USED**

NB: BIDDERS ARE EXPECTED TO INDICATE DIFFERENT CAPACITY (HUMAN RESOURCES) FOR DIFFERENT TRAINING INTERVENTIONS, FAILURE TO ADHERE TO THIS REQUIREMENT WILL RESULT IN DISQUALIFICATION.

- 10.1.2. The information in the CV of the proposed Project Manager should include relevant experience in project management demonstrating the required competency.
- 10.1.3. Valid reference letters of previous ETD projects successfully completed by the Bidder
- 10.1.4. Facilitator's curriculum vitae and their qualifications,
- 10.1.5 Assessor and Moderators' professional/SETA registrations
- 10.1.6 Relevant Valid accreditation certificate and /or accreditation letter listing the qualification applying for
- 10.1.7 Standard bidding documents (SBD1, SBD3.3/ Pricing Schedule, 4, 6.1 and 6.2) completed and signed.
- 10.1.8 Tax compliance status requirements and Central Supplier Database (CSD) report.
- 10.1.9 Copies of identity documents of directors and shareholders of the company.
- 10.1.10 Entity registration Certificate (CK1).
- 10.1.11 Letter of Authority to sign documents on behalf of the company.
- 10.1.12 Indicate project application reference number/s in the Bid Cover referred herein as Annexure E.
Only projects listed in Annexure E will be evaluated

11. LEGISLATIVE FRAMEWORK OF THE BID

11.1. Tax Legislation

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

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

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

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

11.2. Procurement Legislation

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

11.2.2. Bidders are requested to submit a valid B-BBEE Status Level Verification Certificate issued by SANAS, or Accredited Verification Agency; or B-BBEE Certificate issued by CIPC, or Sworn Affidavit commissioned by Commissioner of Oaths together with their bids.

11.2.3. If 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.

11.3 Privacy & Protection of Personal Information Act 4 of 2013

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

- 11.3.2 DFFE's role as the responsible party, is amongst others to process personal information for the intended purpose for which it was obtained and in line with legal agreements with its respective/prospective services providers and third parties.
- 11.3.3 DFFE will process personal information only with the knowledge and authorisation of the bidder/respondent and will treat personal information which comes to its knowledge as confidential and will not disclose it, unless so required by law or subject to the exception contained in the POPIA.
- 11.3.4 DFFE reserves all the rights afforded to it by the POPIA in the processing of any of its information as contained in this bid and the bidder/respondent is required to comply with all prescripts as detailed in the POPIA relating to all information concerning DFFE.
- 11.3.5 In responding to this bid, DFFE acknowledges that it will obtain and have access to personal information of the bidder/respondent. DFFE agrees that it shall only process the information disclosed by the bidder/respondent in their response to this bid for the purpose of evaluation and subsequent award of the tender and in accordance with any applicable law.

12. SPECIAL CONDITIONS OF CONTRACT

- 12.1 The performance measures for the delivery of the work by the Training Service Provider will be closely monitored by the Deputy Director: Provincial Training Coordinator(PTC), Director: Programme Training and Youth Development and the Chief Director: Environmental Protection and Infrastructure Programmes.
- 12.2 The training training service provider will provide the PTC or delegated official with monthly progress reports on the assignments of this tender through the online system of the Department, including processing of stipend payments through DFFE online system. Payment of stipend shall NOT be on the training service provider's account and shall be excluded from the bidding price/rates of the training service provider.
- 12.3 The department reserves the right to request the certified copies of the Assessor and Moderator professional registrations by SETAs or relevant bodies.
- 12.4 All the conditions specified in the General Conditions of Contract (GCC) will apply and where the conditions in the special conditions of contract contradicts the conditions in the general conditions of contract the special conditions of contract will prevail.

- 12.5 The Training Service Provider will inform the PTC or delegated official immediately of any situation that may hinder the progress.
- 12.6 The Training Service Provider will attend meetings to provide feedback and discuss the progress in terms of the activities of this tender as and when required by the Department.
- 12.7 The Director-General or delegated official shall do on-going performance management of the Service Level Agreement.
- 12.8 The Training Service Provider/s must guarantee the presence of the Project Manager throughout the duration of the contract.
- 12.9 Please take note that the Department is not bound to accept the rates and appoint any of the Training Service Providers submitting proposals. The Department reserves the right not to award any of the bids and not to award the contract to the lowest bidding price/lowest rates.
- 12.10 Bids shall remain valid and open for acceptance for a period of ninety (120) days from the bid submission date, plus any mutually agreed extension of the bid validity period. The Department may, in exceptional circumstances, request bidder (s) for an extension of the proposal validity period, prior to the expiry of the original proposal validity period. The request and the response thereto shall be made in writing. Bidder (s) agreeing to the request shall not be permitted to modify its proposal.
- 12.11 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 corporation with members' persons in the service of the state.
- 12.12 Tenderers must submit **STRICTLY ONE ENVELOPE** inclusive technical proposal and pricing/rates schedule. Pricing schedule/s Annexure B1, B2, B3, B4 and B5 should be attached with SBD3.3 in the main bid documents.
- 12.13 Before any work can commence the service level agreement must be signed by both parties (the Department and the successful bidder) as well as the issue of an official order and should there be any dispute regarding the finalisation of the agreement, the Department reserves the right to cancel the contract with no cost implications for the Department.
- 12.14 The evaluation of bids can only be done based on information provided to the Department.
- 12.15 DFFE reserves the right to appoint more than one Training Service Provider or only part of the projects listed in Annexure A thereof.

- 12.16 The bid proposals should be submitted with all required information containing technical information.
- 12.17 DFFE will not be held responsible for any costs incurred by the bidder in the preparation, presentation, and submission of the bids.
- 12.18 Travelling costs and time spent or incurred between home and office of consultants and DFFE office will not be for the account of DFFE.
- 12.19 Bidders failing to meet mandatory requirements will automatically be disqualified.
- 12.20 Bidders that do not meet the minimum threshold for local content and production will be disqualified.
- 12.21 Bidders are required to specify the training intervention they are bidding for on the provided Annexure E (Bid Cover) Failure to indicate the training intervention in annexure E will lead to, the bidder being disqualified.
- 12.22 Bidders are allowed to apply for more than one training interventions/ projects they are accredited on Training service providers are requested to submit any of the following documents as proof of B- BBEE Status level of contributor:
- 12.23 Bidders are allowed to apply for more than one training interventions/ projects they are accredited on Training service providers are requested to submit any of the following documents as proof of B- BBEE Status level of contributor:
- a. B-BBEE status level Certificate issued by a Verification Agency accredited by SANAS;
 - b. A Sworn Affidavit as prescribed by the B-BBEE Codes of Good Practice; and
 - c. B-BBEE certificate issued by the Companies and Intellectual Property Commission.
 - d. SBD 6.1 must also be duly completed, signed, and submitted alongside the bid to claim preference points. Failure to do so will result in B-BBEE preference points being forfeited.
 - e. A trust, consortium or joint venture will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
 - f. A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate proposal.

- g. In the event that the application is made by a Joint Venture or Partnership, the accreditation credentials in name of joined entity should be submitted. Both members in the joint venture must meet the requirement of the proposal.
- 12.24 Poor or non-performance by the bidder will result in DFFE taking the appropriate steps towards cancellation of the agreement. DFFE also reserves the right to recover the costs incurred in arranging such training e.g. stipend of attendees and any other costs deemed necessary for the successful execution of the training.
- 12.25 A minimum of 80% learners should be declared competent and be issued with competency certificates before the submission of the project completion report. In the case where 80% competency rate is not achieved 10% of stage 2 budget allocation shall be forfeited by the bidder.
- 12.26 10% of bid price shall be payable on submission of the completion report .
- 12.27 The successful bidder shall serve as an employer to project participants and shall therefore be responsible for administration of project statutory requirements, signing of employment contracts with participants, manage OHS requirements of the project.
- 12.28 Projects shall be compliant to all COVID-19 regulations, including but not limited to ensuring of wearing of masks, social distancing and provision of sanitizers. Sanitizers shall be on the account of the Training Service Providers and shall be included in bid price.
- 12.29 Protective clothing should be compliant to the DFFE-EPIP branding specification as attached and be procured and delivered within 30 days from the commencement date.
- 12.30 Medical Testing to be conducted by registered Occupational Medical Practitioners appointed by successful Training Service Providers. Entry, interim and Exit medicals to be conducted. Interim are conducted yearly for multiyear projects.
- 12.31 Tools and material to be used for practical and simulation to be procured within 30 days of signing the employment contract with project participants in the case of the skills programme and within 90 days in the case of the Occupation Certificate.
- 12.32 Study material to be procured and delivered within 5 days from the first date of signing the daily attendance registers.
- 12.33 Failure to procure and deliver items mentioned on point 12.28 to 12.32 shall result in 10% penalty of each budget line item.

- 12.34 Training venue/project site to be compliant to Occupational Health and Safety Standards and Regulations and to Covid 19 regulation. Non-compliance to either OHS and Covid 19 regulations will lead to project suspension where the Training Service Provider will be responsible to pay stipend to participants for all lost days/ penalty to the Training Service Provider/ termination of the contract.
- 12.35 Functional/ compliance training to be conducted within 7 days after signing of employment contracts.
- 12.36 Accredited SHE Representative training – 3 of project participants per site.
- 12.37 Accredited First Aiders training - 3 project participants per site
- 12.38 Induction – 100% of project participants using DFFE EPWP induction manual (to be provided to the successful bidder). Induction training shall be done on the first day of training by the bidders's facilitator. Train the trainer session shall be done by the DFFE Provincial Project manager
- 12.39 Non- accredited Basic Health and Safety 100% of project participants
- 12.40 The successful bidder shall allocate Project Manager and the Occupational Health and Safety Officer for the duration of the project and related costs to be included in the pricing accordingly
- 12.41 The successful bidder shall be required to register project participants with the relevant SETA
- 12.42 The successful bidder shall be responsible for the capturing of participants on DFFE online system and upload of all necessary payment documents and register the project as per EPWP requirement using DFFE prescribed template (yearly)
- 12.43 Start-up tools to be handed over to project participants upon project completion and proof of such shall be submitted to the Department.
- 12.44 Budget allocation should be distributed as follows 15% for planning stage, 50% for training, procurement, administration and reporting, 25% for issuance of certificates, 10% closeout stage. The department reserves the right to adjust the % of budget allocated per line item during planning stage where applicable to avoid under budgeting and or over budgeting on certain item.
- 12.45 Evaluation and Appointment of training service provider/s shall be done per training project application reference provided in Annexure A above.

- 12.46 If deemed necessary, the bidders will be required to submit valid certified copies of Accreditation, registration of Assessors and Moderators and qualifications of facilitators prior appointment.

13. SUB-CONTRACTING CONDITIONS/ REQUIREMENTS

- 13.1 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.
- 13.2 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.
- 13.3 A tenderer will not be awarded the points claimed for B-BBEE status level of contribution or contract if it is indicated in the bid documents that such a bidder intends subcontracting more than 25% of the contract value to any other enterprise that does not qualify for at least the same number of points that the bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.
- 13.4 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.

14. PAYMENT TERMS

- 14.1 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 Training training service provider/s until that outstanding information is submitted. Claims will be in line with the approved deliverables as listed in section 5 above.

15. TECHNICAL ENQUIRIES

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

Name: Ms Ntombi Mkhosi

Office Telephone No. 073 322 9988

nmkhosi@dfpe.gov.za

ANNEXURE E

APPOINTMENT OF ACCREDITED TRAINING SERVICE PROVIDERS FOR THE IMPLEMENTATION OF EXPANDED PUBLIC WORKS PROGRAMME (EPWP) TRAINING AND SKILLS DEVELOPMENT PROGRAMMES IN FREE STATE PROVINCE, AN INITIATIVE TOWARDS YOUTH EMPOWERMENT AND DEVELOPMENT

BID COVER PAGE

NAME OF THE BIDDER			
BID NUMBER			
	Part number for BID compilation purposes	Project application reference as presented in Annexure A	Qualification/Skills Programme Name as presented in Annexure a
PROJECT APPLICATION REFERENCE NUMBER FOR PROJECTS APPLYING FOR AS	Part 1	THE BID DOCUMENT AS ADVERTISED WITH ALL OTHER COMPLIANCE DOCUMENTS SPECIFIED AND REQUIRED BY THE BID (EXCLUDING DOCUMENTS LISTED ON PART 2, 3,4,5,6 BELOW)	
	Part 2		
	Part 3		

PRESENTED IN ANNEXURE A (Please refer to 10.1.1 above on how to present you Bid documents in relation to Part 1 to Part 6 accordingly)	Part 4		
	Part 5		
	Part 6		

ANNEXURE F: FREE STATE

Building & Civil Construction - Construction Masonry NQF 3				
SAQA ID	UNIT STANDARD TITLE	LEVEL	CREDITS	APPLICATION REF NO
261663	Build masonry superstructures using concrete hollow units	NQF Level 03	10	FS: SP001
261659	Builds masonry superstructures using solid units using solid units		20	
14662	Set out, excavate ,cast strip and build foundation walling	NQF Level 03	6	
9969	Prepare for plastering	NQF Level 03	15	
259604	Verify compliance to safety health and environmental requirements in the work place	NQF Level 02	4	
10002	Plaster walls & screed floor and steps	NQF Level 03	15	
Total Credit Value Minimum 70 Credits			70	
Waste Management NQF 5				
SAQA ID	UNIT STANDARD TITLE	LEVEL	CREDITS	APPLICATION REF NO
264455	Demonstrate an understanding of integrated waste Management analysis tools	NQF Level 05	8	FS: SP002
264461	Demonstrate an understanding of integrated waste management	NQF Level 05	8	
116971	Demonstrate knowledge of pollution incident management and remediation	NQF Level 05	10	
252022	Develop, implement and evaluate a project plan	NQF Level 05	8	
264458	Explain the regulatory framework for environmental management	NQF Level 05	8	
264454	Manage hazardous substances	NQF Level 05	6	
264456	Explain the biophysical environment	NQF Level 05	10	
264460	Collect and transport waste	NQF Level 05	6	
264474	Demonstrate an understanding of waste generation and primary storage	NQF Level 05	6	
264476	Dispose of Waste	NQF Level 05	6	
264475	Treat and process waste	NQF Level 05	8	
244518	Apply fundamental knowledge of environmental ethics to a field of work or study	NQF Level 05	6	
Total Credit Value Minimum 90Credits			90	
Horticulture NQF 1				
SAQA ID	UNIT STANDARD TITLE	LEVEL	CREDITS	APPLICATION REF NO
119695	Apply fertilizers to ornamel plants and landscapes	NQF Level 01	3	FS: SP003
119702	Apply water to landscape areas	NQF Level 01	3	
119686	Care for ornamel seedlings	NQF Level 01	4	
119711	Demonstrate an understand of the basic structure of ornamental plants	NQF Level 01	4	
119696	Identify and prepare soils for landscapes planting	NQF Level 01	4	
119708	Identify and report common pests and diseases in plant propogation and landscape	NQF Level 01	4	
119689	Identify the major categories of ornamental plants	NQF Level 01	6	
119703	Mulch and enrich the soil of established landscaped areas	NQF Level 01	5	
119706	Plant and establishe ornamental plants from cointainers into open ground	NQF Level 01	5	
119710	Prune and shape ornamentalshrubs	NQF Level 01	4	
119698	Utilise growth media for ornamental plant cointainers	NQF Level 01	3	
Total Credit Value Minimum 45 Credits			45	
Building & Civil Construction - Construction Tiling NQF 3				
SAQA ID	UNIT STANDARD TITLE	LEVEL	CREDITS	APPLICATION REF NO
259604	Verify compliance to safety health and environmental requirements in the workplace	NQF Level 03	4	FS: SP004
261661	Develop construction work plans	NQF Level 03	8	
261737	Procure building and civil construction materials, tools and equipment	NQF Level 03	8	
1002	Plaster walls & screed floor and steps	NQF Level 03	15	
261665	Prepare surfaces and apply tiles	NQF Level 02	20	
Total Credit Value Minimum 55 Credits			55	

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

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

matter to
the
Competition
Commission
for
investigation
and
possible
imposition
of
administrative
penalties as
contemplated
in the
Competition
Act No.
89 of 1998.

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



DEPARTMENT OF FORESTRY, FISHERIES AND THE ENVIRONMENT

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	<input style="width: 100%;" type="text"/>										
Trading Name	<input style="width: 100%;" type="text"/>										
Tax Number	<input style="width: 100%;" type="text"/>										
VAT Number	<input style="width: 100%;" type="text"/>										
Title:	<input style="width: 100%;" type="text"/>										
Initials:	<input style="width: 100%;" type="text"/>										
Full Names	<input style="width: 100%;" type="text"/>										
Surname	<input style="width: 100%;" type="text"/>										
Persal Number	<input style="width: 100%;" type="text"/>										
Address Detail											
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New Detail											
<input type="checkbox"/> New Supplier information <input type="checkbox"/> Update Supplier information											
Supplier Type:	<input type="checkbox"/> Individual <input type="checkbox"/> Department <input type="checkbox"/> Partnership <input type="checkbox"/> Company <input type="checkbox"/> Trust <input type="checkbox"/> CC <input type="checkbox"/> Other (Specify)										
Department Number	<input style="width: 20px; height: 20px;" type="text"/> <input style="width: 20px; height: 20px;" type="text"/>										

Supplier Account Details (To be Verified by the bank)

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

Account Name

Account Number

Branch Name

Branch Number

Bank screen info

ABSA-CIF screen
FNB-Hogans system on the CIS4/CUPR
STD Bank-Look-up-screen
Nedbank- Banking Platform under the Client Details Tab

Account Type

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

ID Number

Passport Number

Company Registration Number / /

*CC Registration

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

Bank Stamp

Supplier Contact Details

Business	<input type="text"/>	<input type="text"/>	<input type="text"/>
	Area Code	Telephone Number	Extension
Home	<input type="text"/>	<input type="text"/>	<input type="text"/>
	Area Code	Telephone Number	Extension
Fax	<input type="text"/>	<input type="text"/>	
	Area Code	Fax Number	
Cell	<input type="text"/>	<input type="text"/>	
	Cell Code	Cell Number	

Email Address

Contact Person:

Supplier Signature

Print Name

/ / /

Date (dd/mm/yyyy)

NB: All relevant fields must be completed