



## forestry, fisheries & the environment

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

# INVITATION TO BID

## BID NUMBER: DFFE-T050(22/23)

APPOINTMENT OF PROJECT MANAGEMENT SERVICE PROVIDER FOR THE IMPLEMENTATION OF EXPANDED PUBLIC WORKS PROGRAMME (EPWP) NATIONAL ENVIRO GRADUATE YOUTH DEVELOPMENT PROJECT IN VARIOUS PROVINCES BENEFITING 40 PROJECT PARTICIPANTS

Contact persons:

Name: Ms. Nkosingiphile Khuluse

Office Telephone No. (012) 399 8957

Email: [nkhuluse@environment.gov.za](mailto:nkhuluse@environment.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: 19 OCTOBER 2022 AT 11H00**

## PART A INVITATION TO BID /

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)</b>					
BID NUMBER:	DFFE-T050 (22/23)	CLOSING DATE:	19 OCTOBER 2022	CLOSING TIME:	11:00
DESCRIPTION	<b>APPOINTMENT OF PROJECT MANAGEMENT SERVICE PROVIDER FOR THE IMPLEMENTATION OF EXPANDED PUBLIC WORKS PROGRAMME (EPWP) NATIONAL ENVIRO GRADUATE YOUTH DEVELOPMENT PROJECT IN VARIOUS PROVINCES BENEFITING 40 PROJECT PARTICIPANTS.</b>				
<b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)</b>					
Department of Forestry Fisheries and the Environment; The Environment House,					
473 Steve Biko Road; Cnr Soutpansberg and Steve Biko Road, Arcadia Pretoria /Tshwane					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>			<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>		
CONTACT PERSON	Tenders@dffe.gov.za		CONTACT PERSON	Ms. Nkosingiphile Khuluse / Ms. Lihle Ndulini	
TELEPHONE NUMBER	012 399 9670/9671/9055		TELEPHONE NUMBER	(012) 399 8957/ (066) 064 8849	
FACSIMILE NUMBER	N/A		FACSIMILE NUMBER	N/A	
E-MAIL ADDRESS	Tenders@dffe.gov.za		E-MAIL ADDRESS	<a href="mailto:nkhuluse@environment.gov.za">nkhuluse@environment.gov.za</a> <a href="mailto:Indulini@environment.gov.za">Indulini@environment.gov.za</a>	
<b>SUPPLIER INFORMATION</b>					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX]  <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		TICK APPLICABLE BOX]  <input type="checkbox"/> Yes <input type="checkbox"/> No
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3 ]
<b>QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE A BRANCH IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
<b>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.</b>					

**PART B**  
**TERMS AND CONDITIONS FOR BIDDING**

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

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

SIGNATURE OF BIDDER: .....

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

DATE: .....

**PRICING SCHEDULE**  
(Professional Services)

NAME OF BIDDER: .....	BID NO: DFFE-T050 (22-23)
CLOSING TIME 11h00	CLOSING DATE: 19 OCTOBER 2022

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

**DESCRIPTION: APPOINTMENT OF PROJECT MANAGEMENT SERVICE PROVIDER FOR THE IMPLEMENTATION OF EXPANDED PUBLIC WORKS PROGRAMME (EPWP) NATIONAL ENVIRO GRADUATE YOUTH DEVELOPMENT PROJECT IN VARIOUS PROVINCES BENEFITING 40 PROJECT PARTICIPANTS**

\*\*(ALL APPLICABLE TAXES INCLUDED)

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

R.....

4. PERSON AND POSITION

HOURLY RATE

DAILY RATE

	R-----	
	R-----	
	R-----	
	R-----	
	R-----	

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

	R-----	----- days
	R-----	----- days
	R-----	----- days
	R-----	----- days

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

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

TOTAL: R.....

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

Name of Bidder: .....

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

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

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

\*[DELETE IF NOT APPLICABLE]

Any enquiries regarding bidding procedures may be directed to the –

Department of Forestry, Fisheries and the Environmental

**Contact Person: Mr Hector Muthabo/ Ms Mmamotshela Seema and Ms Tlotlo Thupe**

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

**E-mail: [hmuthabo@dfpe.gov.za](mailto:hmuthabo@dfpe.gov.za) or [mseema@dfpe.gov.za](mailto:mseema@dfpe.gov.za) or [mtthupe@dfpe.gov.za](mailto:mtthupe@dfpe.gov.za) or [vrikhotso@dfpe.gov.za](mailto:vrikhotso@dfpe.gov.za),**

**Or for technical information –**

Name: Ms. Nkosingiphile Khuluse

Office Telephone No. (012) 399 8957

E-Mail: [nkhuluse@environment.gov.za](mailto:nkhuluse@environment.gov.za)

## BIDDER'S DISCLOSURE

### 1. PURPOSE OF THE FORM

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

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

### 2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest<sup>1</sup> in the enterprise, employed by the state? **YES/NO**

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

Full Name	Identity Number	Name of State institution

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

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

2.2.1 If so, furnish particulars:

.....  
 .....

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

2.3.1 If so, furnish particulars:

.....  
 .....

### 3 DECLARATION

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

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

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

- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

.....	.....
Signature	Date
.....	.....
Position	Name of bidder



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

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

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

### 1. GENERAL CONDITIONS

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

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

1.2

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

1.3 Points for this bid shall be awarded for:

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

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

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

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

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

## 2. DEFINITIONS

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

### 3. POINTS AWARDED FOR PRICE

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

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

**80/20**

**or**

**90/10**

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

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

$P_{min}$  = Price of lowest acceptable bid

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

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

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

## 5. BID DECLARATION

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

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

- 6.1 B-BBEE Status Level of Contributor: . = maximum 20 points  
(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.)

## 7. SUB-CONTRACTING

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

(***Tick applicable box***)

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

- 7.1.1 If yes, indicate:

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

(***Tick applicable box***)

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

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

Designated Group: An EME or QSE which is at least 51% owned by:	EME √	QSE √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		

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

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

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

**8.4 TYPE OF COMPANY/ FIRM**

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

[TICK APPLICABLE BOX]

**8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

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

**8.6 COMPANY CLASSIFICATION**

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

[TICK APPLICABLE BOX]

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

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

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

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

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

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

WITNESSES

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

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

DATE: .....

ADDRESS .....

.....

.....

## 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:

Description of services, works or goods                      Stipulated minimum threshold

1		Work Jean Trousers Women/Girls	100%
2		Work Jean Trouser for Men	100%
3		T/shirts	100%
4		Poly fleece jackets	100%
5		Gloves (mittens)	100%

6		Safety Boots	100%
7		Sun Hat	100%
8		Rain suit	100%
9		Reflective vest	100%
10		Cloth face masks	100%

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](http://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:** \_\_\_\_\_

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

**Note:** VAT to be excluded from all calculations

Pula  EU  GBP 

Specified local content %		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)
1	Work Jean Trousers Women/Girls						100%
2	Work Jean Trouser for Men						100%
3	T/shirts						100%
4	Poly fleece jackets						100%
5	Gloves (mittens)						100%
6	Safety Boots						100%
7	Sun Hat						100%
8	Rain suit						100%
9	Reflective vest						100%
10	Cloth face masks						100%

[illegible]

(C20) Total tender value	R 0
--------------------------	-----

**Signature of tenderer from Annex B**

(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	
---	--

Date: \_\_\_\_\_

# Annex D

## Imported Content Declaration - Supporting Schedule to Annex C

(D1) Tender No.

(D2) Tender description:

(D3) Designated Products:

(D4) Tender Authority:

(D5) Tendering Entity name:

(D6) Tender Exchange Rate:

Pula

EU

R 9.00

GBP

R 12.00

Note: VAT to be excluded from all calculations

### A. Exempted imported content

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

### B. Imported directly by the Tenderer

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

### C. Imported by a 3rd party and supplied to the Tenderer

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

### D. Other foreign currency payments

Calculation of foreign currency payments					Summary of payments	
Type of payment	Local supplier making the payment	Overseas beneficiary	Foreign currency value paid	Tender Rate of Exchange	Local value of payments	
(D46)	(D47)	(D48)	(D49)	(D50)	(D51)	
(D52) Total of foreign currency payments declared by tenderer and/or 3rd party						

Signature of tenderer from Annex B

Date:

(D53) Total of imported content & foreign currency payments - (D32), (D45) & (D52) above

R 0

This total must correspond with Annex C - C 23

## Annex E

## Local Content Declaration - Supporting Schedule to Annex C

(E1)	Tender No.	
(E2)	Tender description:	
(E3)	Designated products:	
(E4)	Tender Authority:	
(E5)	Tendering Entity name:	

**Note:** VAT to be excluded from all calculations

Local Products (Goods, Services and Works)	Description of items purchased	Local suppliers	Value
	(E6)	(E7)	(E8)
(E9) Total local products (Goods, Services and Works)			R 0

(E10) **Manpower costs** (Tenderer's manpower cost) R 0

(E11) **Factory overheads** (Rental, depreciation & amortisation, utility costs, consumables etc.) R 0

(E12) **Administration overheads and mark-up** (Marketing, insurance, financing, interest etc.) R 0

(E13) Total local content R 0

**This total must correspond with Annex C - C24**

Signature of tenderer from Annex B

Date: \_\_\_\_\_



**forestry, fisheries  
& the environment**

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

**THE DEPARTMENT OF FORESTRY, FISHERIES AND THE ENVIRONMENT (DFFE) AS AN ORGAN OF STATE SUBSCRIBES TO AND PROPAGATES BOTH THE NOTION OF BROAD BASED BLACK ECONOMIC EMPOWERMENT ACT (Act No. 23 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 PROJECT MANAGEMENT SERVICE PROVIDER FOR THE IMPLEMENTATION OF EXPANDED PUBLIC WORKS PROGRAMME (EPWP) NATIONAL ENVIRO GRADUATE YOUTH DEVELOPMENT PROJECT IN VARIOUS PROVINCES BENEFITING 40 PROJECT PARTICIPANTS**

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## **1. PURPOSE**

- 1.1 The Department of Forestry, Fisheries, and the Environment (DFFE) seeks to appoint Project Management Service Provider for the implementation of Expanded Public Works Programme (EPWP) National Enviro Graduate Youth Development project in various provinces benefiting forty (40) project participants.

## **2. INTRODUCTION AND BACKGROUND**

- 2.1. The Environmental Programmes (EP) is the branch through which the Department Forestry, Fisheries, and the Environment (DFFE) contributes to the government's Expanded Public Works Programme (EPWP) through its two implementing Chief Directorates, namely, National Resource Management (NRM) and Environmental Protection and Infrastructure Programmes (EPIP). The branch purpose is to implement the Expanded Public Works Programme and green economy projects in the environmental sector.
- 2.2. EPIP manages the identification, planning and implementation of the Environmental Protection, Infrastructure and Youth Empowerment and Development Programmes throughout the country under the auspices of Expanded Public Works Programme using labour intensive methods targeting the unemployed, youth, women, people with disabilities and SMMEs. EPIP's objectives are as follows:
- Better environmental management practice
  - Job creation
  - Strengthening support of SMMEs.
  - Skills development
- 2.3. EPIP is involved in the projects that seeks to develop and refurbish/rehabilitate the infrastructure projects under its Greening and Open Space Management and the then working on Waste focus areas. Projects' categories include:
- Development of recreation parks
  - Development of nurseries
  - Development of landfill sites
  - Construction of waste transfer stations
  - Construction of buy-back/recycling centers
  - Construction of Material Recovery Facilities
- 2.4. EPIP wishes to create employment opportunities for graduated young people in disciplines relevant to the mandate of the department, viz Environmental Management, Nature Conservation, and Natural Resource Management etc. Graduates appointed as project participants shall address challenges in

relation to after care of the projects under the above categories by providing the dedicated human capacity to ensure safety, maintenance and to ensure proper use of such facilities.



- 2.5. It is within this context that DFFE seeks to appoint Project Management Service Provider for the implementation of Expanded Public Works Programme (EPWP) National Enviro Graduate Youth Development project in various provinces as a support intervention in the after care of its handed over infrastructure projects listed below. Five (5) project participants shall be placed in each project.

No	Name of EPIP project	Project activities	Province	District Municipality	No of participants	Project duration
1.	LP Elias Motsoaledi Integrated Waste Management	<ul style="list-style-type: none"> <li>Report analysis of the status of the environmental infrastructure facilities</li> <li>Report analysis of recommended interventions</li> <li>Present reports to municipalities, the department and all relevant stakeholders</li> <li>Recommend the maintenance plans – for each facility</li> <li>Draft conditional assessment report for the facilities</li> <li>Conduct bi-monthly community engagements on the proper usage of facilities</li> <li>Draft community engagements reports and recommendations</li> <li>Conduct environmental Education and Awareness Campaigns in various community structures</li> </ul>	Limpopo	Greater Sekhukhune (DC47)	5	24 months
2.	LP-Solid Waste Management at Greater Mokopane and Peri-Urban Areas		Limpopo	Waterberg (DC36)	5	
3.	Augmentation of Naledi Local Municipality Landfill Site		Northwest	Dr Ruth Segomotsi Mompati (DC39)	5	
4.	MP Extension of Middelburg Landfill Site		Mpumalanga	Nkangala (DC31)	5	
5.	WC Karwyderskraal, Overberg Regional Landfill Site		Western Cape	Overberg (DC3)	5	
6.	KZN - Endumeni Landfill Site		Kwa-Zulu Natal	Umzinyathi (DC24)	5	
7.	EC-Waste Transfer Station		Eastern Cape	O R Tambo (DC15)	5	
8.	EC - Lukhanji Waste Recycling - Multi Buy Back Centre		Eastern Cape	Chris Hani (DC13)	5	

No	Name of EPIP project	Project activities	Province	District Municipality	No of participants	Project duration
		<ul style="list-style-type: none"> <li>▪ Present reports on community engagements and recommendations to municipalities, the department and all relevant stakeholders</li> <li>▪ Conduct weekly environmental education and awareness workshops (in surrounding schools, clinics, taxi ranks and other community gatherings)</li> <li>▪ Support the municipality/ DFFE facility maintenance plan</li> <li>▪ Record activities undertaken in the facilities and compile monthly reports</li> </ul>				

2.6. Project Implementation approach:

- Number of targeted participants: 40
- Duration: 24 months
- Training - Induction, OHS, SHE Rep, First Aid Training (On account of the bidders)
- Age: 18 – 35
- Entry requirement: M+3 (3 years study)
- Tools and equipment: Laptops, cellphones, and stationery etc. (On account of the bidders)
- PPE: 4 jeans, 4 T/Shirts, 2 poly fleece jackets, 2 Sun hats and 2 set of boots, 4 sets of hand gloves, 2 reflection vests, 1 rain suit, 1 helmet (On account of the bidders)
- Medical testing entry, interim and exit project by registered and accredited Occupational Medical Practitioner (On account of the bidders)
- 24 Months stipend (on account of the Department)
- UIF and COID payments to Department of Employment and Labour, (on account of the Department)

**3. OBJECTIVES OF THE PROPOSAL**

- 3.1. DFFE intends to appoint Project Management Service Provider for the implementation of Expanded Public Works Programme (EPWP) National Enviro Graduate Youth Development project in various provinces benefiting forty (40) project participants.

**4. SCOPE AND EXTENT OF WORK**

DFFE is seeking the services of Project Management Service Provider to manage the implementation of Expanded Public Works Programme (EPWP) National Enviro Graduate Youth Development project in various provinces benefiting forty (40) project participants. The tasks to be carried out on appointment are as follows but not limited to:

- 4.1 The appointed service provider shall be responsible for recruitment and contracting of forty (40) participants which includes:
- 4.1.1 Recruitment, appointment and signing contracts of employment with the project participants (according to the approved DFFE and EPWP recruitment strategy)

- 4.1.2 Serve as an employer to project participants and manage the statutory requirements (registration of participants for Unemployment Insurance Fund (UIF), UIF payment contributions and Compensation for Occupation, Injury and Diseases (COLD) compliance)
- 4.1.3 Procurement of Personal Protective Clothing (PPE) and all necessary tools
- 4.1.4 Manage the signing and record keeping of daily attendance registers
- 4.1.5 Provision and submission of related documents for payments of stipend to participants (e.g., Bank Statements, certified copies of Identity documents etc.)
- 4.1.6 Manage payment of monthly stipend to project participants and issuing of pay slips
- 4.1.7 Manage the Medical Testing of project participants during entry, interim and exit project phases.
- 4.1.8 Procure and manage the implementation of functional training (Induction, Basic OHS, accredited First Aid, accredited SHE Rep)
- 4.1.9 Compiling and submission of online monthly reports supported by the required evidence in the format prescribed by the Department within timelines.
- 4.1.10 Report on the progress of deliverables achieved
- 4.1.11 Ensure compliance to Occupational Health and Safety and Covid-19 regulations and generation of necessary reports
- 4.1.12 Administer payment of monthly stipend to project participants
- 4.1.13 Implement and manage project daily activities
  - Report analysis of the status of the environmental infrastructure facilities
  - Report analysis of recommended interventions
  - Present reports to municipalities, the department and all relevant stakeholders
  - Recommend the maintenance plans – for each facility
  - Draft conditional assessment report for the facilities
  - Conduct bi-monthly community engagements on the proper usage of facilities
  - Draft community engagements reports and recommendations
  - Conduct environmental Education and Awareness Campaigns in various community structures
  - Present reports on community engagements and recommendations to municipalities, the department and all relevant stakeholders
  - Conduct weekly environmental education and awareness workshops (in surrounding schools, clinics, taxi ranks and other community gatherings)
  - Support the municipality/ DFFE facility maintenance plan
  - Record activities undertaken in the facilities and compile monthly reports
- 4.1.14 Plan, Organize, Lead, Control and Coordinate all project activities as outlined in the approved Business Plan

- 4.1.15 Comply with the contractual obligations of the project.
- 4.1.16 Stakeholder engagements.
- 4.1.17 Production and delivery of a project completion report on the template prescribed by the Department.
- 4.1.18 Compilation and submission of an OHS monthly and close out report on the template prescribed by the Department.

## **5. EXPECTED DELIVERABLES/ OUTPUT**

- 5.1 Recruitment and contracting of project participants (Graduate placement)
- 5.2 Project planning – consultations, costing and business plan development
- 5.3 Project Implementation – Management of the Environmental Infrastructure Facilities/Projects

### **PROJECT ACTIVITIES:**

- Report analysis of the status of the environmental infrastructure facilities
- Report analysis of recommended interventions
- Present reports to municipalities, the department and all relevant stakeholders
- Recommend the maintenance plans – for each facility
- Draft conditional assessment report for the facilities
- Conduct bi-monthly community engagements on the proper usage of facilities
- Draft community engagements reports and recommendations
- Conduct environmental Education and Awareness Campaigns in various community structures
- Present reports on community engagements and recommendations to municipalities, the department and all relevant stakeholders
- Conduct weekly environmental education and awareness workshops (in surrounding schools, clinics, taxi ranks and other community gatherings)
- Support the municipality/ DFFE facility maintenance plan
- Record activities undertaken in the facilities and compile monthly reports
- Delivery of training
- Conduct Medical Testing

- 5.4 Project closure – compilation and submission of closure out reports

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

- 6.1 The project shall be implemented over a period of twenty-four (24) months after the signing of the SLA by both parties and issuing of the official order by the Department.

## **7. COSTING/COMPREHENSIVE BUDGET**

- 7.1 Comprehensive fixed costing must be provided on pricing schedule (SBD 3.3) inclusive of all disbursement costs, such as delivery costs, travelling and accommodation costs and other expenses inclusive of VAT.
- 7.2 Travelling costs and time spent or incurred between home and office of consultants and DFFE office will not be for the account of DFFE.
- 7.3 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 and the failure to price for all items will result in disqualification.
- 7.4 Project Management Service provider shall be bound to execute all of the required quantities of scope as presented in Annexure A and B.
- 7.5 This bill of quantities detailing costing shall form part of an integral part of the contract documents, and shall be finalized through the planning stage of the project
- 7.6 DFFE reserve the right to benchmark and negotiate with one preferred bidder/s identified in the evaluation process, regarding any terms and conditions, including prices/ rates without offering the same opportunity to any other bidder/s who has not been awarded the status of the preferred bidder/s.
- 7.7 The price must be valid for 120 days
- 7.8 Pricing should cater for travelling as follows:
  - Bi-monthly meetings at the District Municipality
  - Quarterly meetings at Head Office Pretoria

## **8. INFORMATION SESSION**

- 8.1. There will be NO information session with any representative from DFFE. Information session or site meetings will be done on specific projects once allocated to the panel.
- 8.2. Request for clarification of the tender document, questions or queries, if necessary, must be submitted to DFFE representative as listed under technical enquiries at least seven (07) calendar days before the stipulated closing date and time of the tender in writing. However, DFFE shall not be liable nor assume liability for failure to respond to any questions and/or queries raised by the bidder.

## 9. EVALUATION CRITERIA

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

- Phase 1: Pre-Compliance
- Phase 2: Local Production and Content
- Phase 3: Functionality Criteria.
- Phase 4: Price and BBBEE

### 9.2. PHASE 1: 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 Database (CSD) has been submitted with the bid documents at the closing date and time of the bid.

Bids which do not satisfy the compliance criteria will 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
Included in the Bid Document		
3	SCM - SBD 1 - Invitation to Bid	Completed and signed
4	SBD 3.3 – Pricing Schedule (Annexure B)	Fully Completed
5	SCM – SBD 4 – Bidders Disclosure	Completed and signed
6	CSD registration number/ SARS Tax Status Pin and CSD summary report	Attached CSD registration number/ Proof of CSD registration and/or SARS Tax Pin
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	JV agreement completed and signed, if applicable

Item No.	Administrative Requirements	Check/Compliance
	submitted with bid proposal	

### 9.3. PHASE 2: Local Production and Content

Does local production and content apply for this bid?

**YES**

- 9.3.1. Regulation 8 of the Preferential Procurement Regulations, 2017 pertaining to the Preferential Procurement Policy Framework Act, 2000 (Act No 5 of 2000) provides for the designation of sectors in line with national development and industrial policies for local production.
- 9.3.2. To give effect to the above requirement the Textiles, Clothing, Leather and Footwear has been designated for local production and content with a minimum threshold of 100%.
- 9.3.3. Only locally produced or locally manufactured Textiles, Clothing, Leather, 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.
- 9.3.4. A copy of the exemption letter must be submitted together with the bid document at the closing date and time of the bid.
- 9.3.5. The following designated sector of raw material or input issued by the Department of Trade and Industry will apply, bidders' must duly complete and sign SBD 6.2, Annexure C, D and E
- 9.3.6. SBD 6.2 and Annexure C, D and E 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.
- 9.3.7. 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.
- 9.3.8. Bidders are required to complete a table below by ticking the correct box and attached a proof of the document listed on the table below:

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

Requirement	Local Content %	Comply: Yes or No
Work Jean Trousers Women/Girls	100%	
Work Jean Trouser for Men	100%	
T/shirts	100%	
Poly fleece jackets	100%	
Gloves (mittens)	100%	
Safety Boots	100%	
Sun Hat	100%	



Requirement	Local Content %	Comply: Yes or No
Rain suit	100%	
Reflective vest	100%	
Cloth face masks	100%	

#### 9.4. PHASE 3: Functionality Criteria

9.4.1. Only bid proposals that meets pre-compliance and Local Production and Content will be evaluated on functionality criteria,

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

CRITERIA	SUB-CRITERIA/CLAUSE	Indicator	MAX SCORE	EVIDENCE
<b>COMPANY EXPERIENCE</b>	<b>This sub criteria covers the experience of the company in the Youth Empowerment and Development Projects (YED) projects completed within the past 10 years.</b>		30	Positive reference letters of previous YED projects successfully completed
	More than 5 YED projects successfully completed with Positive reference letters	5		
	4 YED projects successfully completed with Positive reference letters	4		
	3 YED projects successfully completed with Positive reference letters	3		
	2 YED projects successfully completed with Positive reference letters	2		
	1 YED similar projects successfully completed with Positive reference letters	1		
	No similar projects successfully completed	0		
<b>EXPERIENCE OF THE PROJECT MANAGER</b>	<b>This sub criterion covers the experience of the proposed Project Manager in Project Management (total duration of professional activity as Project Manager in Project Management).</b>		40	Proof of experience in Project

CRITERIA	SUB-CRITERIA/CLAUSE	Indicator	MAX SCORE	EVIDENCE
	More than 5 years	5		Management (CV of the Project Manager with contactable references outlining duties and responsibilities in the previous project management work done)
	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		
	Less than 1 year experience or no experience	0		
<b>A PROPOSED PROJECT PLAN, METHODOLOGY FOR THE IMPLEMENTATION OF NATIONAL ENVIRO GRADUATE YOUTH DEVELOPMENT PROJECT (NEGYDP)</b>	<b>A detailed project plan with intermediate and final outputs and identified timeframes/ milestones. Bidders must submit a detailed proposal indicating how the project will be implemented from start to finish (estimated dates/time)</b>		30	A detailed project plan
	Project plan and methodology action well broken down; with detailed objectives and milestones.	5		
	Project plan and methodology, action identification basic; clear objectives and clear milestones.	4		
	Action plan provided with no deliverables and timeframes.	3		
	Limited information provided on the action plan	2		
	Task not well understood.	1		
	No information provided	0		
<b>Total points on functionality</b>			<b>100</b>	

#### 9.5. PHASE 4: Price and BBBEE

9.5.1. 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.

9.5.2. The Department reserves the right not to award the tender to the bidder with the lowest amount and/or highest points.

9.5.3. Preferential point system applicable to this bid

<b>80:20</b>	<b>YES</b>
--------------	------------

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

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

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

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

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

**9.5.8. Price Guideline table attached should be used as a guide by Project Management Service Provider when quoting for works.**

<b>Project Management and Administration Fees</b>
Training – Induction, basic Occupational Health and Safety, accredited SHE Representative and accredited First Aid training
OHS compliance - OHS file development per site, OHS site compliance, OHS monthly reports and closeout reports (inclusive of compliance to Covid-19 regulations)
Personal Protective Clothing – see above specification
Tools, Material and Equipment – see above specification
Stakeholder engagements including meetings indicated in 11.37 to 11.39 below
Medical testing (Entry, interim and Exit)

The below items will be on account of the department and should not be quoted for

Payment of stipends to participants/ Wages (SPWP)	On account of the department – The 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 (COID)	On account of the department – Service Provider shall make payment, provide proof of payment and relevant evidence to the department for reimbursement
UIF	On account of the department – Service Provider shall make payment, provide proof of payment and relevant evidence to the department for reimbursement

## **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 Project Management Service Provider must draft a table of content which will indicate where each document is located in the proposal

- 10.1.2 The information in the CV of the proposed Project Manager should include relevant experience in the chosen area of expertise demonstrating the required competency.
- 10.1.3 Project reference specifying the role played by the service provider in the listed projects or assignments.
- 10.1.4 The proposal shall consist of one master original document and must clearly indicate the prices on SBD 3.3 and the Pricing Schedule.
- 10.1.5 A detailed project plan with intermediate and final outputs and identified timeframes/ milestones
- 10.1.6 Standard bidding documents (SBD 1, 3.3, 4, 6.1 & 6.2 with Annwure C) completed and signed.
- 10.1.7 Copy of Central Supplier Database (CSD) report and SARS Tax Pin Certificate.

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

### **11.1. Tax Legislation**

- 11.1.1 Bidder must at all time 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 in excess of R 1 million in any 12-month consecutive period are liable for compulsory VAT registration, but a person may also choose to register voluntarily provided that the minimum threshold of R 50 000 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 for records by the Department.

- 11.2.3 In the event that the application is made by a Joint Venture or Partnership, the accreditation credentials in name of joined entity should be submitted. Both members in the joint venture must meet the requirement of the proposal.

### **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 Project Management Service Provider will be closely monitored by the Deputy Director: Youth Development Projects, Director: Programme Training and Youth Development (or any other delegated officials) and the Chief Director: Environmental Protection and Infrastructure Programmes.
- 12.2. The Project Management Service Provider will provide the Deputy Director (DD) 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 Project Management Service Provider account and shall be excluded from the bidding price of Project Management Service Provider's bidding price.

- 12.3. 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.
- 12.4. The Project Management Service Provider will inform the DD or delegated official immediately of any situation that may hinder the progress.
- 12.5. The Project Management 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.
- 12.6. The Director-General or delegated official shall do on-going performance management of the Service Level Agreement.
- 12.7. The Project Management Service Provider must guarantee the presence of the senior in charge of fieldwork throughout the duration of the contract.
- 12.8. Please take note that the Department is not bound to appoint any of the Project Management 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.
- 12.9. Bids shall remain valid and open for acceptance for a period of 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.
- 12.10. 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.
- 12.11. Bid document to include both technical and financial proposal.
- 12.12. 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.
- 12.13. The evaluation of bids can only be done based on information provided to the Department.
- 12.14. The bid proposals should be submitted with all required information containing technical information.
- 12.15. DFFE will not be held responsible for any costs incurred by the bidder in the preparation, presentation, and submission of the bids.
- 12.16. Travelling costs and time spent or incurred between home and office of consultants and DFFE office will not be on DFFE's account.

- 12.17. 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.
- 12.18. 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.
- 12.19. Public entities and tertiary institutions will qualify for points for their B-BBEE status, provided that they submit their B-BBEE status level certificate.
- 12.20. 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.
- 12.21. Poor or non-performance by the bidder will result in cancellation of works orders.
- 12.22. 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.
- 12.23. 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 and cloth masks shall be on the account of the Project Management service provider and shall be included in bid price
- 12.24. Protective clothing should be compliant to the DFFE- EPIP branding specification as attached and be procured and delivered within 45 days of signing the employment contract with project participants in the first year and towards the end of the 12th month for the second year
- 12.25. Medical Testing to be conducted by registered and accredited Occupational Medical Practitioners
- 12.26. Tools and material to be procured within 30 days of signing the employment contract with project participants.
- 12.27. Failure to procure and deliver items mentioned on point 11.23 to 11.26 timely may result in 10% penalty of each budget line item
- 12.28. Non-compliance to either OHS and Covid 19 regulations will lead to project suspension where the project management service provider will be responsible to pay stipend to participants for all lost days and/or penalty to the Project Management service provider and/or termination of the contract
- 12.29. Functional Training to be conducted within 14 days after signing of employment contracts
- 12.30. Accredited SHE Representative training – 2 project participants per site (provision for contingency for replacement training in the case of resignation of the trained SHE Reps)
- 12.31. Accredited First Aiders training - 2 project participants per site (provision for contingency for replacement training in the case of resignation of the trained First Aiders)



- 12.32. 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 bidder's facilitator. Induction training to be conducted either on the day of signing a contract or the day after. Train the trainer session shall be done by the DFFE Project manager.
- 12.33. Non- accredited Basic Health and Safety -100% of project participants
- 12.34. Participants to be issued with competency certificates in the case of accredited training and attendance certificates in the case of non-accredited training
- 12.35. The successful bidder shall allocate project manager and the Occupational Health and Safety Officer for the duration of the project and be incorporated in the pricing accordingly
- 12.36. Pricing should be inclusive of transport cost/ delivery to all project sites
- 12.37. Laptops and cellphones to be insured for the duration of the project
- 12.38. The use of cellphone shall be aligned to the PM policy which will be aligned to the best practice.
- 12.39. Cellphones will be retained by project participants as the cellphone has a 24-month lifespan equivalent to the duration of the project
- 12.40. Project Management Service Provider to conduct monthly monitoring of performance and quality of works
- 12.41. Project Management Service Provider to attend Service Providers quarterly performance review meetings in provincial offices (virtual and in contact meetings)
- 12.42. Project Management Service Provider to attend Service Providers Mid-term performance review meetings in National office (virtual and in contact meetings)
- 12.43. Project Management Service Provider to organise and attend Bimonthly Project Advisory Meeting - within the participating districts ((virtual and in contact meetings)
- 12.44. Project Management Service Provider shall be responsible for all project administration issues inter alia/ but not limited to:
- a. Compile and submit of all necessary evidence in the format prescribed by the Department within timelines
  - b. Capture participants on DFFE online system and upload of all necessary payment documents
  - c. Facilitate procurement, register the project as per EPWP requirement using DFFE prescribed template (yearly)
  - d. Coordinate procurement of goods and services
- 12.45. Letter of Authority to sign documents on behalf of the company, if applicable.
- 12.46. In a case a tenderer is intending to sub-contract portion of work, such tenderer awarded a contract may only enter sub-contracting arrangements with the approval of the department.

- 12.47. In relation to a designated sector, a contractor will not be allowed to subcontract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 12.48. The supplier shall notify the Department in writing of all subcontracts awarded under this contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

### **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 Service Provider/s until that outstanding information is submitted.

### **15. TECHNICAL ENQUIRIES**

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

Name: Ms. Nkosingiphile Khuluse

Office Telephone No. (012) 399 8957

Email: [nkhuluse@environment.gov.za](mailto:nkhuluse@environment.gov.za)

OR

Name: Ms. Lihle Ndulini

Office Telephone No. (066) 064 8849 personal protective equipment

Email: [Lndulini@environment.gov.za](mailto:Lndulini@environment.gov.za)

16. **ANNEXURE A- MATERIALS/EQUIPMENT AND PERSONAL PROTECTIVE CLOTHING SPECIFICATION**

<b>MATERIALS AND EQUIPMENT</b>					
<b>ITEM</b>	<b>SPECIFICATION</b>	<b>COLOR</b>	<b>Quantity</b>	<b>Unit cost in Rand below (exclusive of VAT)</b>	<b>Total cost in Rand below (exclusive of VAT)</b>
Pocket Book	A5 Size hard cover packet book	Green, Black, Navy	80	R.....	R.....
Laptop	Intel Core i5 8 <sup>th</sup> Gen 8GB ram 1TB hard drive capacity Laptop 39 CM Screen size With Camera (With insurance and tracker) With the multipurpose backpack and laptop charger	Black/ Grey/Silver	40	R.....	R.....
Cellphones	128GB Dual Sim and with a 64gb memory card Triple Camera Google Video Vodacom network	Any	40	R.....	R.....
Sanitizers	70% alcohol sanitizers	Any	1200 litres = (25 litres x 48)	R.....	R.....
Thermometers	Non-contact infrared thermometer 3-5CM DC 3V: battery Monochrome backlight	White	8	R.....	R.....
<b>TOTAL PRICING FOR TOOLS AND MATERIALS</b>					
<b><u>Total amount to be included to number 12 of Annexure B below</u></b>				R.....	R.....
<b>Pricing should include transportation of tools and materials.</b>					

PERSONAL PROTECTIVE CLOTHING SPECIFICATION					
ITEM	ITEM	ITEM	ITEM	ITEM	ITEM
Work Jean Trousers Women/Girls	<p>Skinny Jeans- tight jeans that have a snug fit through the legs, its best fit for pear and hourglass shaped.</p> <p>High wasted jeans/ High rise jeans/ Mom jeans with a stretch</p> <p><b>Size:</b> Various sizes – Correct sizes will be determined after the appointment of the Participants</p>	Blue	<b>160</b> (4 X participant)	R.....	R.....
Work Jean Trouser 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</p> <p>No front abrasions</p> <p><b>Size:</b> Various sizes – Correct sizes will be determined after the appointment of the Participants</p>	Blue	<b>160</b> (4 X participant)	R.....	R.....
T/shirts	<p>T/shirts: 100% cotton, 180 gm (Branded as per EPIP branding manual attached with this bid)</p> <p><b>Size:</b> Various sizes – Correct sizes will be determined after the appointment of the Participants</p>	Emerald green	<b>160</b> (4 X participant)	R..... .....	R.....
Poly fleece jackets	<p>Poly fleece jackets should have the ff features:</p> <ul style="list-style-type: none"> <li>Two hand warmer zip pockets</li> </ul>	Emerald/Army green	<b>80</b>	R.....	R.....

	<ul style="list-style-type: none"> <li>One zip system (Branded as per EPIP branding manual attached with this bid)</li> </ul> <p><b>Size:</b> Various sizes – Correct sizes will be determined after the appointment of the Participants (Between Small to X/Large)</p>				
Gloves (mittens)	<ul style="list-style-type: none"> <li>Material: 45% acrylic fibers, 30% faux wool, 15% spandex, 10% faux rabbit fur</li> <li>Light fleece lining</li> </ul>	Any	<b>160</b>  (4 sets x participant)	R.....	R.....
Safety Boots	<p>Safety boots should have the following features:</p> <ul style="list-style-type: none"> <li>Anti-slipping ability</li> <li>Shock absorbing heel</li> <li>Oil/fuel resistant capabilities</li> <li>acids/alkali resistant properties</li> </ul> <p><b>Size:</b> Various sizes – Correct sizes will be determined after the appointment of the Participants</p> <p><b><u>Size: 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14</u></b></p>	Black	<b>80</b>	R.....	R.....
Sun Hat	<p>Bush legendary hats, embraided accordingly 100% cotton, and branded as per Dept. Branding manual (Branded as per EPIP branding manual attached with this bid)</p> <p><b>Size:</b> Various sizes – Correct sizes will be</p>	Emerald/Khaki green	<b>160</b>  (4 sets x participant)	R.....	R.....

	determined after the appointment of the Participants Various sizes (between Small to X/Large				
Rain suit	Rain suit with Reflective Tape Rubberized  <b>Size:</b> Various sizes – Correct sizes will be determined after the appointment of the Participants Sizes; Small, Large, Extra Large and XXL	Orange	<b>40</b> (1 pair per participant)	R.....	R.....
Safety specs	<ul style="list-style-type: none"> <li>SABS approved safety glasses</li> <li>(UV, fog resistance)</li> </ul>	Any	<b>40</b> (1 pair X participant)	R.....	R.....
Cloth face masks	3 ply cloth/fabric face masks	Green or Black (2 X participant)	<b>160</b>	R.....	R.....
Reflective vest	V0230- 4XL Reflective Zip and ID Pouch Vest	Orange	<b>40</b>	R.....	R.....
Helmet (1 X participant)	Hard Hat Helmet (Evergard HHPROY Hard Hat)	Orange	<b>40</b>	R.....	R.....
<b>TOTAL PRICING FOR PERSONAL PROTECTIVE CLOTHING</b>					
<b><u>Total amount to be included to number 11 of Annexure B below</u></b>				R.....	R.....
<b>Pricing should include transportation of personal protective clothing to project sites</b>					

**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 Rain Suit Reflective tape Rubberized





Sample picture of the reflective vest

17. **ANNEXURE B**

PHASE 1	PROJECT PLANNING	
INCEPTION		
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 with the Department	R.....
2	Detailed costing	R.....
3	Inception report	R.....
4	Submission and the business plan approval	R.....
Phase 1_ Proportion of fee		R.....

PHASE 2	PROJECT IMPLEMENTATION	
IMPLEMENTATION		
Manage, administer, and monitor the project implementation		
ITEM	DESCRIPTION	AMOUNT
5	Recruitment and contracting of project participants	R.....
6	Site compliance on OHS and provide OHS files per site	R.....
7	Procurement and Implement Medical testing (Entry, interim and Exit)	R.....
8	Procure and Conduct Mandatory Training - SHE Reps, First Aiders, Induction and basic Health and Safety	R.....
9	Implementation of project deliverables and activities over 24 months (see section 5 and 6 of the TORs)	R.....
10	Submit monthly progress reports, cash flows and payroll to the Department for the disbursements via Nedbank/ Financial Control and Progress Reports and issue pay slips to project participants	R.....
11	Procurement of Personal Protective Clothing	R.....
12	Procurement of Tools and Materials	R.....
13	Administer UIF in line with the applicable legislation – monthly	R.....
14	Administer COID in line with the applicable legislation – monthly	R.....
15	Submit monthly OHS reports on the template prescribed by the department	R.....
16	Stakeholder engagements and meeting attendance	R.....
17	Project administration (management of bids, quotations, invoicing, payment of suppliers, organising meetings, records keeping etc.)	R.....
Phase 2 Proportion of fee		R.....
PHASE 3	Closeout stage	

CLOSEOUT		
Fulfil and complete the project close-out including preparation of the necessary documentation to facilitate effective completion of the project.		
ITEM	DESCRIPTION	AMOUNT- <i>Once off amount when all Phase 3 activities have been complied with</i>
18	Project Close-out report	R.....
19	Submission all outstanding project related evidence	R.....
20	Submission of Occupational Health and Safety Close Out report	R.....
Phase 3 Proportion of fee		R.....
21. Subtotal (Phase 1, 2 and 3) excluding VAT		
PROJECT MANAGEMENT FEE		
Phase 1: 15% of Project Management Fee - to be paid once off on approval of the business plan		R.....
Phase 2: 75% of the Project Management Fees - to be paid progressively based on milestone achievement		R.....
Phase 3: 10% of the Project Management Fees - to be paid once off on approval of the completion report		R.....
22. Total Project Management Fees (excluding VAT)		R.....
23. VAT @ 15% (Proof of Vendor Registration Required)		R.....
GRAND TOTAL PROJECT COST (21, 22 &23)		R.....

**Bidder Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

# **THE NATIONAL TREASURY**

**Republic of South Africa**



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

**July 2010**

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

**NOTES**

The purpose of this document is to:

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

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

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

## **TABLE OF CLAUSES**

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental services
14. Spare parts
15. Warranty
16. Payment
17. Prices
18. Contract amendments
19. Assignment
20. Subcontracts
21. Delays in the supplier's performance
22. Penalties
23. Termination for default
24. Dumping and countervailing duties
25. Force Majeure
26. Termination for insolvency
27. Settlement of disputes
28. Limitation of liability
29. Governing language
30. Applicable law
31. Notices
32. Taxes and duties
33. National Industrial Participation Programme (NIPP)
34. Prohibition of restrictive practices



## **General Conditions of Contract**

### **1. Definitions**

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

RSA.

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

obligations of the supplier covered under the contract.

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

## **2. Application**

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

## **3. General**

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

## **4. Standards**

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

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

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

## **6. Patent rights**

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

**7. Performance security**

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

**8. Inspections, tests and analyses**

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

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

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

## **9. Packing**

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

## **10. Delivery and documents**

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

## **11. Insurance**

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

## **12. Transportation**

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

## **13. Incidental services**

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

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

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

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

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

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

#### **15. Warranty**

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

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

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

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

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

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

**16. Payment**

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

**17. Prices**

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

**18. Contract amendments**

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

**19. Assignment**

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

**20. Subcontracts**

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

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

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

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

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

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

## **22. Penalties**

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

## **23. Termination for default**

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

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

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

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

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



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

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

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

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

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

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

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

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

may be due to him

**25. Force Majeure**

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

**26. Termination for insolvency**

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

**27. Settlement of Disputes**

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

**28. Limitation of liability**

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

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

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

Js General Conditions of Contract (revised July 2010)



# DEPARTMENT OF ENVIRONMENTAL AFFAIRS

## BAS ENTITY MAINTENANCE FORM

### Head Office Only

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

### The Director General

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

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

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

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

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

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

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

### Company / Personal Details

Registered Name

Trading Name

Tax Number

VAT Number

Title:

Initials:

Full Names

Surname

Persal Number

### Address Detail

Address

( Compulsory if Supplier )

Physical

Postal

Postal Code

### New Detail

☐ New Supplier information ☐ Update Supplier information

Supplier Type:

☐ Individual  
☐ Company  
☐ CC

☐ Department  
☐ Trust  
☐ Other ( Specify )

☐ Partnership

☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐

Department Number

☐ ☐

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

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


Other (Please Specify)

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[illegible]

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

Bank Stamp

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

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