



forestry, fisheries & the environment

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

INVITATION TO BID

BID NUMBER: DFFE-T056 (21/22)

TO APPOINT A SUITABLE SERVICE PROVIDER TO RENDER PROJECT MANAGEMENT SERVICES:

- FOR THE PROCUREMENT OF EQUIPMENT FOR THE THABA-NCHU BUY-BACK CENTRE AND BOTSHABELO BUY-BACK CENTRE; AND
- TO TRAIN AND SUPPORT THE EXISTING TWO (2) WASTE COOPERATIVES AND/OR NON-PROFIT ORGANISATIONS TO BE ABLE TO OPERATE AND MANAGE THE THABA-NCHU AND BOTSHABELO BUY-BACK CENTRES IN MANGAUNG METROPOLITAN MUNICIPALITY OVER A PERIOD OF TWENTY-FOUR (24) MONTHS.

Contact persons:

Name and Surname: Malcolm Mogotsi

Name & Surname: Sindiswa Duma

Telephone Nos.: 012 399 9805/082 881 3378

Telephone Nos.: 012 399 9810/ 083 790 4857

E-Mail: MMogotsi@dffe.gov.za

E-mail: SPDuma@environment.gov.za

NATIONAL TREASURY CENTRAL SUPPLIER DATABASE (CSD) REGISTRATION INFORMATION

Bidder name	Registration number	Central Supplier Database (CSD number)	
			Main contractor
			Sub-contracted/ joint venture comp 1
			Sub-contracted/ joint venture comp 2

CLOSING DATE OF THE BID: 12 JANUARY 2022 AT 11H00

Non-Compulsory Virtual Briefing Session will be held as follows:

Date: 10 December 2021

Time: 10h00am to 11h00am

Please note that the virtual briefing link will be published on DFFE website and e tender portal.

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/PUBLIC ENTITY)					
BID NUMBER:	DFFE-T056 (21-22)	CLOSING DATE:	12 JANUARY 2022	CLOSING TIME:	11:00
DESCRIPTION	DESCRIPTION: TO APPOINT A SUITABLE SERVICE PROVIDER TO RENDER PROJECT MANAGEMENT SERVICES: - FOR THE PROCUREMENT OF EQUIPMENT FOR THE THABA-NCHU BUY-BACK CENTRE AND BOTSHABELO BUY-BACK CENTRE; AND - TO TRAIN AND SUPPORT THE EXISTING TWO (2) WASTE COOPERATIVES AND/OR NON-PROFIT ORGANISATIONS TO BE ABLE TO OPERATE AND MANAGE THE THABA-NCHU AND BOTSHABELO BUY- BACK CENTRES IN MANGAUNG METROPOLITAN MUNICIPALITY OVER A PERIOD OF TWENTY-FOUR (24) MONTHS..				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
Department of Forestry, Fisheries and the Environment; The Environment House,					
473 Steve Biko Road; Cnr Soutpansberg and Steve Biko Road, Arcadia Pretoria /Tshwane					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Mr Jacques Steyn or Ms Emily Babedi or Ms Vonani Rikhotso		CONTACT PERSON	Malcolm Mogotsi Sindiswa Duma	
TELEPHONE NUMBER	012 399 9019 or 012 399 9670		TELEPHONE NUMBER	012 399 9805/082 881 3378 012 399 9810/ 083 790 4857	
FACSIMILE NUMBER	N/A		FACSIMILE NUMBER	N/A	
E-MAIL ADDRESS	JSteyn@dffe.gov.za ebabedi@dffe.gov.za Vrikotso@dffe.gov.za		E-MAIL ADDRESS	SPDuma@dffe.gov.za MMogotsi@dffe.gov.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX]		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX]	
	<input type="checkbox"/> Yes <input type="checkbox"/> No			<input type="checkbox"/> Yes <input type="checkbox"/> No	
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]	
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

**PART B
TERMS AND CONDITIONS FOR BIDDING**

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

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

SIGNATURE OF BIDDER:

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

DATE:

PRICING SCHEDULE
(Professional Services)

NAME OF BIDDER:	BID NO: DFFE-T056 (21/22)
CLOSING TIME 11h00	CLOSING DATE: 12 JANUARY 2022

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

DESCRIPTION: TO APPOINT A SUITABLE SERVICE PROVIDER TO RENDER PROJECT MANAGEMENT SERVICES:
- FOR THE PROCUREMENT OF EQUIPMENT FOR THE THABA-NCHU BUY-BACK CENTRE AND BOTSHABELO BUY-BACK CENTRE; AND
- TO TRAIN AND SUPPORT THE EXISTING TWO (2) WASTE COOPERATIVES AND/OR NON-PROFIT ORGANISATIONS TO BE ABLE TO OPERATE AND MANAGE THE THABA-NCHU AND BOTSHABELO BUY- BACK CENTRES IN MANGAUNG METROPOLITAN MUNICIPALITY OVER A PERIOD OF TWENTY-FOUR (24) MONTHS.

**(ALL APPLICABLE TAXES INCLUDED)

1. The accompanying information must be used for the formulation of proposals.
2. Bidders are required to indicate a ceiling price based on the total estimated time for completion of all phases and including all expenses inclusive of all applicable taxes for the project. R.....

3. PERSONS WHO WILL BE INVOLVED IN THE PROJECT AND RATES APPLICABLE (CERTIFIED INVOICES MUST BE RENDERED IN TERMS HEREOF)

4. PERSON AND POSITION	HOURLY RATE	DAILY RATE
-----	R-----	-----
-----	R-----	-----
-----	R-----	-----
-----	R-----	-----
-----	R-----	-----

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

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

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

TOTAL: R.....

Name of Bidder:

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

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

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

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

.....
*[DELETE IF NOT APPLICABLE]

Any enquiries regarding bidding procedures may be directed to the –

Department of Forestry Fisheries and the Environment

Contact Person: Mr Jacques Steyn / Ms Emily Babedi / Ms Vonani Rikhotso

Tel: (012) 399 9019

E-mail: jsteyn@dfpe.gov.za or ebabedi@dfpe.gov.za or vrikhotso@dfpe.gov.za

Or for technical information –

Name and Surname: Malcolm Mogotsi

Telephone Nos.: 012 399 9805/082 881 3378

E-Mail: MMogotsi@dfpe.gov.za

Name & Surname: Sindiswa Duma

Telephone Nos.: 012 399 9810/ 083 790 4857

E-Mail: SPDuma@dfpe.gov.za

SBD 4

DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes an advertised competitive bid, a limited bid, a proposal or written price quotation). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-
 - the bidder is employed by the state; and/or
 - the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.
2. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**
 - 2.1 Full Name of bidder or his or her representative:
 - 2.2 Identity Number:.....
 - 2.3 Position occupied in the Company (director, trustee, shareholder², member):
.....
 - 2.4 Registration number of company, enterprise, close corporation, partnership agreement or trust:
.....
 - 2.5 Tax Reference Number:
 - 2.6 VAT Registration Number:
 - 2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / PERSAL numbers must be indicated in paragraph 3 below.

¹"State" means –

- (a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
- (b) any municipality or municipal entity;
- (c) provincial legislature;
- (d) national Assembly or the national Council of provinces; or
- (e) Parliament.

²"Shareholder" means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.

2.7 Are you or any person connected with the bidder presently employed by the state? YES / NO

2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member:
Name of state institution at which you or the person connected to the bidder is employed :
Position occupied in the state institution:

Any other particulars:
.....
.....
.....

2.7.2 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector? YES / NO

2.7.2.1 If yes, did you attach proof of such authority to the bid document? YES / NO

(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.

2.7.2.2 If no, furnish reasons for non-submission of such proof:

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

2.8 Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months? YES / NO

2.8.1 If so, furnish particulars:

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

2.9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid? YES / NO

2.9.1 If so, furnish particulars.

.....

4 DECLARATION

I, THE UNDERSIGNED (NAME).....

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT.
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME SHOULD THIS
DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

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

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

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

1. GENERAL CONDITIONS

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

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

1.2

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

1.3 Points for this bid shall be awarded for:

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

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

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

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

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

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

5. BID DECLARATION

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

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

6.1 B-BBEE Status Level of Contributor: . = maximum 20 points

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

7. SUB-CONTRACTING

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

(*Tick applicable box*)

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

7.1.1 If yes, indicate:

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

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

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

iv) Whether the sub-contractor is an EME or QSE

(*Tick applicable box*)

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

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

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

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

8. DECLARATION WITH REGARD TO COMPANY/FIRM

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

8.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

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

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

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

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

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

WITNESSES
1.
2.

.....
SIGNATURE(S) OF BIDDERS(S)
DATE:
ADDRESS
.....
.....

DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

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

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

1. General Conditions

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

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

Where

- x is the imported content in Rand
y is the bid price in Rand excluding value added tax (VAT)

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

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

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

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

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

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

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

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

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

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

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

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

<p>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)</p> <p>IN RESPECT OF BID NO.</p> <p>ISSUED BY: (Procurement Authority / Name of Institution):</p>

NB

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

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

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

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

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

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

of 2000).

SIGNATURE: _____

DATE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____

Annex C

Local Content Declaration - Summary Schedule

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

Note: VAT to be excluded from all calculations

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

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

Signature of tenderer from Annex B

Date: _____

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

Annex E

Local Content Declaration - Supporting Schedule to Annex C

(E1)	Tender No.	<input style="width: 95%;" type="text"/>
(E2)	Tender description:	<input style="width: 95%;" type="text"/>
(E3)	Designated products:	<input style="width: 95%;" type="text"/>
(E4)	Tender Authority:	<input style="width: 95%;" type="text"/>
(E5)	Tendering Entity name:	<input style="width: 95%;" type="text"/>

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)			<input style="width: 95%;" type="text"/>

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

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

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

(E13) Total local content

This total must correspond with Annex C - C24

Signature of tenderer from Annex B

Date: _____

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Standard Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be disregarded if that bidder, or any of its directors have-
 - a. abused the institution's supply chain management system;
 - b. committed fraud or any other improper conduct in relation to such system; or
 - c. failed to perform on any previous contract.
- 4 **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

Item	Question	Yes	No
4.1	<p>Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?</p> <p>(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</p> <p>The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	<p>Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?</p> <p>The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	<p>Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	<p>Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>

4.4.1	If so, furnish particulars:
-------	-----------------------------

SBD 8

CERTIFICATION

**I, THE UNDERSIGNED (FULL NAME).....
 CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION
 FORM IS TRUE AND CORRECT.**

**I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT,
 ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION
 PROVE TO BE FALSE.**

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

Js365bW

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Standard Bidding Document (SBD) must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
- 4 This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

¹ Includes price quotations, advertised competitive bids, limited bids and proposals.

² Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

6. 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 consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

³ 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.

10. 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.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

Js914w 2



**forestry, fisheries
and the environment**

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

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

TERMS OF REFERENCE

TO APPOINT A SUITABLE SERVICE PROVIDER TO RENDER PROJECT MANAGEMENT SERVICES:

- **FOR THE PROCUREMENT OF EQUIPMENT FOR THE THABA-NCHU BUY-BACK CENTRE AND BOTSHABELO BUY-BACK CENTRE; AND**
- **TO TRAIN AND SUPPORT THE EXISTING TWO (2) WASTE COOPERATIVES AND/OR NON-PROFIT ORGANISATIONS TO BE ABLE TO OPERATE AND MANAGE THE THABA-NCHU AND BOTSHABELO BUY- BACK CENTRES IN MANGAUNG METROPOLITAN MUNICIPALITY OVER A PERIOD OF TWENTY-FOUR (24) MONTHS.**

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1. PURPOSE

To appoint a suitable service provider to render project management services:

- For the procurement of equipment for the:
 - Thaba-Nchu Buy-Back Centre; and
 - Botshabelo Buy-Back Centre.
- To train and support the existing two (2) waste cooperatives and/or non-profit organisations to be able to operate and manage the Thaba-Nchu and Botshabelo Buy- Back Centres in Mangaung Metropolitan Municipality over a period of twenty-four (24) months.

2. INTRODUCTION AND BACKGROUND

2.1 To enable participation of waste co-operatives in an inclusive waste economy, the Department funded the construction of buy-back centres. The number of buyback centres constructed and/or refurbishment is one of the Department's contributions to the Presidency led economic reconstruction and recovery plan (ERRP). It is a deliverable of the 2021/22 APP and the sector Local Government Support Strategy's implementation plan. The sector supports that operational buyback centers contribute to poverty alleviation through creating employment opportunities. More importantly, they enable inclusion of the marginalized entrepreneurs and workers in the waste economy and contribute to the saving of environment.

2.2 A 2019/20 review of these buy-back centres revealed that a few of them are not operational. Some are in a devastating state of disrepair due to vandalism, lack security protecting the equipment, stolen fences etc. Based on lessons learnt from the Buyisa-e-Bag programme and similar privately run initiatives, due consideration was given to enable efficient operationalization of these buy-back centres. Such led to prioritizing the operationalization of the already constructed buy-back centres through a revised support package, which now focuses on enterprise development and technical support. The enterprise development would empower community-based enterprises to efficiently operationalize these buy-back centres.

2.3 The technical support would strengthen the municipality to meaningfully support these buy-back centres that can contribute and transform local economic development. To illustrate, the department's analysis on recent buy-back centres highlighted that sometimes municipalities do not know quantities of recyclables from the landfill sites, households, businesses etc. There is no waste separation in place in the municipality that contribute to waste diversion away from the landfill site as well as to reclaimers to get clean packaging waste for good economic value.

2.4 The Botshabelo and Thaba-Nchu buy-back centers in Mangaung Metropolitan Municipality are amongst the non-operational ones targeted for support in the 2021/22 financial year. The revised support package will empower the two existing waste cooperatives and/or non-profit organisation (NPO) with skills and expertise to operate and manage the buy-back centres efficiently and effectively. The revised support package is entrepreneurial and locates the operational and economic efficiency of these centres to duly enabled waste entrepreneurs (the waste cooperatives or NPOs). The technical support will include engaging the Municipality

to address the challenges that affect efficient operationalization of these two buy-back centres. Such include addressing the contamination of recyclables through being mixed with other waste, which leads to loss of their economic value. Furthermore, it would enable the Municipality to exercise their legislative mandate to support efficient and effective operationalization of these buy-back centres.

2.5 The Department intends to appoint a service provider to assist the Municipality with the training and support the existing two (2) waste cooperatives and/or non-profit organisations to be able to operate and manage the Thaba-Nchu and Botshabelo Buy- Back Centres in Mangaung Metropolitan Municipality over a period of twenty-four (24) months. The entire programme is anchored on combating the current waste management challenges in recycling initiatives that is clearly evident that the country is currently experiencing.

2.6 The Botshabelo Buy Back Centre requires the following:

- Bailing machine
- Scale
- Trolleys
- Forklift
- Glass crusher

2.7 The Thaba-Nchu Buy Back Centre requires the following:

- Forklift
- Glass crusher
- Bailing machine
- Scale
- Trolleys

2.8 The above-mentioned equipment is critical to operationalize the buy- back centre.

3. OBJECTIVES

To appoint a suitable service provider to render project management services:

- For the procurement of equipment for the Thaba-Nchu Buy-Back Centre and Botshabelo Buy-Back Centre; and
- To train and support the existing two (2) waste cooperatives and/or non-profit organisations to be able to operate and manage the Thaba-Nchu and Botshabelo Buy- Back Centres in Mangaung Metropolitan Municipality over a period of twenty-four (24) months.

4. SCOPE AND EXTENT OF WORK

4.1 The successful service provider will be appointed to manage all processes entailed on the different project phases which are inception, concept and viability, design and development, procurement, implementation and close-out based on the project information provided below.

- 4.2 In all project phases, the service provider is expected to make use of local people to implement the project objectives. All activities will be undertaken through the monitoring and evaluation governed by the Service Level Agreement (SLA) under supervision by the Department, the province (DESTEA) and the Municipality.
- 4.3 The service provider must transfer skills to operationalize and oversee the two (2) buy-back centres. The skills transfer will include the Municipality responsible officials, namely, Managers and designated Waste Manager Officer). These officials will collaborate and provide support to the service provider during the implementation of the project. The skills transfer will enable the Municipality to improve in cleanliness and waste diversion away from the landfill site during and beyond the implementation period.
- 4.4 The project is meant to create entrepreneurship opportunities, alleviating poverty and saving the environment. The scope entails the following:
- 4.4.1 train and support the existing two (2) waste cooperatives and/or non-profit organisations (15 members per each buy-back centre) to be able to operate and manage the Thaba-Nchu and Botshabelo Buy- Back Centres in Mangaung Metropolitan Municipality respectively over a period of twenty-four (24) months;
- 4.4.2 assist the members of the cooperatives/NPOs to develop a business plan to optimally run the buy back centres;
- 4.4.3 assist with developing a business case on possible clustering of cooperatives/ NPOs members into secondary or tertiary cooperatives;
- 4.4.4 continuous maintenance and repair of machinery and equipment for the duration of the project;
- 4.4.5 procurement and supply of operational equipment (bailing machine, scale, trolleys, fork-lifter and glass crusher) for the Thaba-Nchu Buy–Back Centre;
- 4.4.6 procurement and supply of operational equipment (bailing machine, scale, trolleys, fork-lifter and glass crusher) for the Botshabelo Buy–Back Centre;
- 4.4.7 bi-monthly transportation of collected recyclables to the market to ensure that the buy-back centres are functional during the period of this project however transport cost will be part of the project cost paid by the Department at Automobile Association (AA) rates;
- 4.4.8 The service provider must submit the quotation to the Department for approval. The quotation must contain the following information:
- 4.4.8.1 Types and quantities of recyclables to be transported to the market; and
- 4.4.8.2 Types and size of vehicle/s to be used to transport the recyclables to the market;
- 4.4.9 provision of relevant Protective Personal Equipment for thirty (30) members of the cooperatives and/or NPOs members for a duration of twenty-four (24) months; which is compliant to Occupational Health and Safety Standards and also to COVID-19 requirement;
- 4.4.10 compliance to the provisions of the norms and standards for material and waste storage;
- 4.4.11 ensure that the monies received from the selling of waste is accounted for (i.e. bank account opened and income and expenditure records recorded and filed accordingly);
- 4.4.12 record keeping of volumes of waste recyclables;
- 4.4.13 establish, facilitate and management of contracts with recycling companies;
- 4.4.14 maintain and update cooperatives and or NPOs member’s database (Names, I.D numbers and Contact details) from the respective Municipality and ensure their integration into the municipal system (i.e. Municipal Local Economic Development database) in order for the Municipality to provide water and electricity and

- security for the buy- back centre;
- 4.4.15 manage the participants and supervise the participants and report to the Department with necessary documents or reports as stipulated by the Department for processing of EPWP incentives for the fifteen (15) members of the existing cooperatives and or NPOs members in each buy back centres;
- 4.4.16 administration of attendance registers, issuing of payslips and submission of relevant reports to the Department, Mangaung Metropolitan Municipality and DESTEA;
- 4.4.17 ensure that salaries for the fifteen (15) participants of NPOs or Cooperatives for each buy back centre are paid by the Department;
- 4.4.18 ensure that all the programme participants have valid bank accounts in which the stipend will be directly paid into by the Department;
- 4.4.19 register programme participants for an Unemployment Insurance Fund (UIF) and be responsible for payment of UIF contributions for each participant;
- 4.4.20 register programme participants for the Compensation for Occupational Injuries and Diseases Act (COIDA) and ensure they are covered by the fund;
- 4.4.21 upon appointment, the service provider will have to be registered for COIDA and UIF, however the payment of such for the participants will be on the Departmental cost;
- 4.4.22 ensure that the Project carry third party / public liability insurance, professional and contractor all risks insurance as well as security until the submission of project completion report;
- 4.4.23 provide 30 000 black refuse bags (30 micron – 75 x 95 cm) for non-recycled waste need to be disposed at the registered / permitted / licensed waste disposal facility by the Municipality;
- 4.4.24 Bulk recyclable clear bags (30 micron – 75 x 95 cm)
- 4.4.25 provide fifteen (15) members in each buy back centre with Branded (Department, DESTEA and Mangaung Metropolitan Municipality) Protective Personal Equipment and tools of trade for a duration of 24 (twenty-four) months.
- 4.4.26 Purchase of essential equipment to operationalise the buy-back centres as follows:

➤ **Baling Machine X 2 (H15 Baler or similar) Specifications**

Bailing Force	15 ton (150kN)
Equipment weight	1,400 kg
Bale dimensions (H x W x L)	700 x 700 x 1300 mm
Power requirements	400V / 50Hz / 3 phase
Electrical drive motors	7.5 kW
Safety	Hand valve, safety hopper and over-center slow release door spindle.
Features	Baling with wire or twine. Enclosed powerpack. 100-200 kg bale. 32 Amp plug.
Cycle time	22 seconds

➤ **Scale X4 (St-0301 or similar)**

Platform Industrial Scale – 600 kg up to 6ton Specifications

Dimensions & Capacities

1,5m x 1,5m up to 3000kg or 6000kg

Height = Adjustable 110mm – 120mm

➤ **Trolley X20 (HTL7 or similar) Specifications Turntable Trolleys**

Reference	HTL7
Capacity	680 kg
Width	900 mm
Length	1800 mm
Castor	350 mm (Pneumatic wheels can be fitted)
Finish	Galvanized

➤ **Bottlebreaker X4 (GC05 or similar)**

Is designed to break or crush empty or full, whole bottles thereby reducing the volume of the bottle by up to 80%.

Specifications

Working Dimensions	1487 mm height x 657 mm depth x 600 mm width
Weight	120 kg
Glass container capacity	30 liters
Process speed	Up to 1500 bottles per hour
Power	220V, 0.37 kW single phase electric motor

➤ **Forklift X2 (FD30 or similar) Specifications**

Power type			Diesel
Rated Capacity	kg		3000
Load Centre	mm		500
Lift Height	mm		3000
Fork Size	L x W x T	mm	1070 x 125 x 45
Mast Tilt Angle	F/R	Deg	6 / 12
Front Overhang (Wheel center to fork face)	mm		475
Ground Clearance (Bottom of mast)	mm		135
Overall Dimension	Length to face of fork (Without fork)	mm	2730
	Overall Width	mm	1225
	Mast Lowered Height	mm	2115
	Mast Extended Height (With Backrest)	mm	4160
	Overhead Guard Height	mm	2090

Turning Radius (outside)		mm	2440
Speed	Travel (Full load)	km/h	19
	Lifting (Full load)	mm/s	440
Max.Gradeability (No load/Full load)		%	20
Tire	Front	mm	28 x 9-15-12PR
	Rear	mm	6.50-10-10PR
Wheelbase		mm	1700
Service weight		kg	4300
Battery	Voltage/Capacity	V/Ah	12/80
Engine	Model		S4S-DPB
	Manufacture		
	Rated output/r.p.m.	kw	38/2300
	Rated torque/r.p.m.	N m	176/1800
	No. of Cylinder		4
	Bore x Stroke	mm	94 x 120
	Displacement	cc	3331
	Fuel Tank Capacity	L	60
Transmission	Type		Hydraulic
	Stage FWD/RVS		1/1

4.5 The service provider must develop the following (but not limited to) for this project scope or project charter:

- A project scope;
- A Work Breakdown Structure (Deliverables and Activities);
- A Responsibility Matrix indicating the roles of all team members in the project;
- A comprehensive Project Network;
- A Communication Plan;
- A Risk Management Plan;
- A change Management Plan;
- A Stakeholder Management Plan; and
- A business development plan.

5. EXPECTED DELIVERABLES / OUTCOMES

The successful service provider will be expected to deliver on the following

- 5.1 Trained and supported fifteen (15) members of the existing cooperatives and or NPO in each buy back centre to enable them to operate and manage the buy-back centre.
- 5.2 Ensure that the participants have valid bank accounts in which the stipend will be directly paid into their account by the Department.
- 5.3 Register the participants for the Unemployment Insurance Fund and be responsible for payment for each.
- 5.4 Register the participants for the Compensation for Occupational Injuries and Diseases Act (COIDA) and ensure they are covered by the fund.
- 5.5 Procurement and supply of operational equipment (bailing machine, scale, trolleys, fork lifter and glass crusher) for

the Thaba-Nchu Buy-Back Centre.

- 5.6 Procured and supplied of operational equipment (bailing machine, scale, trolleys, fork lifter and glass crusher for the Botshabelo Buy-Back Centre)
- 5.7 Provide bi-monthly suitable trucks for the two NPO's/Co-operatives to transport recyclables to the market.
- 5.8 Formalized cooperatives and or NPO's to operate as a sustainable business entity.
- 5.9 Developed business case on possible clustering of cooperatives and or NPOs members into secondary or tertiary cooperatives.
- 5.10 Fully maintained and operational machinery and equipment at the buy-back centres for the duration of the project.
- 5.11 Fully operational and managed buy-back centres.
- 5.12 Established market for the recyclable material.
- 5.13 Developed Occupational Health and Safety file.
- 5.14 Complied to the provisions of norms and standards for material and waste storage.
- 5.15 Cooperatives and or NPO's Bank account opened (for revenue collected from selling of the waste).
- 5.16 Establish and maintain contracts with recycling companies.
- 5.17 Developed Business Plan which will include the marketing strategy for business sustainability.
- 5.18 Cooperatives and NPO database established and updated.
- 5.19 Record and report generated waste recyclables to the Municipality for the reporting in South African Waste Centre (SAWIC).
- 5.20 Upon appointment, the service provider will have to be registered for COIDA and UIF, however the payment of such for the participants will be on the Departmental cost.
- 5.21 Provide 30 000 Bulk Clear bags (30 micron – 75 x 95 cm) for recyclables to promote waste separation.
- 5.22 Provide 30 000 black refuse bags (30 micron – 75 x 95 cm) for non-recycled waste need to be disposed at the registered / permitted / licensed waste disposal facility.
- 5.23 Buy-back centres are equipped with essential equipment to operationalise them.

6. PERIOD / DURATION OF PROJECT / ASSIGNMENT

- 6.1 Project duration will run for 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 A comprehensive budget must be provided in the same envelope as the technical proposal inclusive of all disbursement costs, expenses and VAT (Annexure A - Price Schedule Guidance). **The bidder must quote for all activities.**
- 7.2 The budget must include travelling, accommodation and virtual engagement costs, as these costs will be covered by the global fee proposed by the bidder. Note: Travelling costs and time spent or incurred between home and office of the Project Manager and Department office will not be for the account of the Department.
- 7.3 The price(s) must include cost of supply, delivery, off-loading where applicable and prices must show a unit rate

exclusive of VAT and the portion of VAT to be included before the final total cost by bidders who are registered as VAT vendors.

- 7.4 The service provider will be expected to provide information related to the proposed expert applicable hourly rates in line with the provisions of deliverables in section 5 above.
- 7.5 The Department reserves the right to negotiate with one or more preferred bidders identified in the evaluation process, regarding any items and conditions, including prices, location or area without offering the same opportunity to any other bidder(s) who have not been awarded the status of the preferred bidder(s).
- 7.6 The Department reserves the right to benchmark and negotiate rates with successful bidders before award.

8. EVALUATION CRITERIA

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

- Phase 1: Pre-Compliance / Initial Screening.
- Phase 2: Mandatory Requirements.
- Phase 3: Local Production and Content
- Phase 4: Pre-Qualification.
- Phase 5: Functionality Criteria.
- Phase 6: Price and B-BBEE.

8.2 PHASE 1: Pre-compliance or Initial Screening

8.2.1 During this phase bid documents will be reviewed to determine the compliance with 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 be disqualified and not be evaluated further.

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

Item No.	Administrative Requirements	Check/Compliance	Non-submission shall result in disqualification?
1	Master Bid Document	provided and bound	*YES
Included in the Bid Document			
2	SCM - SBD 1 - Invitation to Bid	Completed and signed	*YES
3	Tax Compliance and CSD Registration	Attached CSD registration number/ Proof of CSD registration and/or SARS Tax Pin	*YES
4	Pricing Schedule	Completed and signed	*YES
5	SCM - SBD 4 - Declaration of Interest	Completed and signed	*YES

Item No.	Administrative Requirements	Check/Compliance	Non-submission shall result in disqualification?
6	SCM - SBD 6.1 - Preference Points Claim Form in terms of the Preferential Procurement Regulations 2017	Completed and signed	**NO
7	SCM - SBD 6.2 - declaration certificate for local production and content for designated sectors (includes Annexure C Form)	Completed and signed	*YES
8	SCM - SBD 8 – Declaration of Bidder's Past Supply Chain Management Practices	Completed and signed, supported	*YES
9	SCM - SBD 9 - Certificate of Independent Bid Determination	Completed and signed	*YES
10	In case of bids where Consortia / Joint Ventures, Consortia/Joint Venture agreement signed by both parties must be submitted with bid proposal	JV agreement completed and signed, if applicable	*YES

***YES** – The Department reserves the right to reject proposals that are not submitted in the prescribed format or where information presented is illegible or incomplete.

****NO** – The Department reserves the right to request such information during the evaluation process of the proposal and such information must be presented within timelines that may be stipulated by the Department.

8.3 PHASE 2: Mandatory Requirements

8.3.1. The following mandatory requirements will apply, and bidders' must submit all requirements indicated hereunder with the bid documents at the closing date and time of the bid. Bidders who fail to comply with any of the mandatory requirements will be disqualified and not be evaluated further.

Item No.	MANDATORY REQUIREMENTS	Non-submission shall result in disqualification?	Relevant evidence attached Yes / No
1	Attach a valid copy/ proof of qualification as Health and Safety Officer such as SAMTRAC	YES	

8.4 PHASE 3: Local Production and Content

8.4.1 Does local production and content apply for this bid?

YES

- 8.4.2 Regulation 8 of the Preferential Procurement Regulations, 2017 pertaining to the Preferential Procurement Policy Framework Act, 2000 (Act No 5 of 2000) provides for the designation of sectors in line with national development and industrial policies for local production.
- 8.4.3 To give effect to the above requirement the Textiles, Clothing, Leather and Footwear and steel sector has been designated for local production and content with a minimum threshold of 100%.
- 8.4.4 Only locally produced or locally manufactured Textiles, Clothing, Leather, Footwear and Steel from local raw material or input will therefore be considered. If the raw material or input to be used for a specific item is not available locally, bidders should obtain written authorisation from the Department of Trade and Industry (the DTI) should there be a need to import such raw material or input.
- 8.4.5 A copy of the exemption letter must be submitted together with the bid document at the closing date and time of the bid.
- 8.4.6 The following designated sector of raw material or input issued by the Department of Trade and Industry will apply, bidders' must complete and sign SBD 6.2, Annexure C and E.
- 8.4.7 SBD 6.2 and Annexure C 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.
- 8.4.8 Bidders who fail to comply with any of the minimum threshold of local production and content will be disqualified and will not be evaluated further.
- 8.4.9 Bidders are required to complete a table below by ticking the correct box and attached a proof of the document listed on the table below:

COMPONENTS	STIPULATED MINIMUM THRESHOLD	THRESHOLD MET YES / NO
I. Branded Round neck T- Shirts (4 Logs)	100%	
II. Sun`s hat	100%	
III. Winter jackets	100%	
IV. Raincoats	100%	
V. Work suits 30x2 (mix dusk coat, trouser, top)	100%	
VI. Dust Masks Disposable	100%	
VII. (Cloth mask) Mask- 3 layers of fabric (As per the DTIC guidelines and specifications) Colour: Green	100%	
VIII. Safety Boots	100%	
IX. Heavy duty gloves	100%	
X. Non touch Hand Sanitizer Dispenser (3mm light steel, height 1m, base 260X200) with refill empty bottle each	100%	

- 8.4.10 Prices referred to in the determination of X must be converted to Rand (ZAR) by using the exchange rate published by the South African Reserve Bank (SARB) at 12:00 on the date of advertisement of the bid.
- 8.4.11 The Declaration Certificate for Local Production and Content (SBD 6.2) together with the Annex C (Local Content Declaration: Summary Schedule) must be completed, signed and submitted with the bidding documents at the closing date and time of the bid.

- 8.4.12 The rates of exchange used by the bidder in paragraph 3.1 of the Declaration Certificate will be verified for accuracy.
- 8.4.13 A bid may be disqualified if the above-mentioned Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation, and the bidder fails to declare that the Local Content Declaration Templates (Annexure C, D and E) have been audited and certified as correct.
- 8.4.14 A contract awarded in relation to a designated sector, may not be sub-contracted 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.

8.5 PHASE 4: Pre-Qualification Criteria

8.5.1 Does pre-qualification criteria apply for this bid?

YES

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

8.5.3. Service Provider (s) are required to submit the following documents to substantiate their BBEE Status Level:

- a B-BBEE Status Level Verification Certificate issued by SANAS Accredited Agencies. OR
- a CIPC B-BBEE certificate OR
- a Sworn Affidavit signed by the EME representative and attested by the commissioner of oaths.

Item No.	MANDATORY REQUIREMENTS	Non-compliance shall result in disqualification?	Proof Attached Yes / No
1	An EME or QSE	YES	

8.6 PHASE 5: Functionality Criteria

8.6.1 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.

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

GUIDELINES FOR CATEGORY CRITERIA	FUNCTIONALITY (To be determined by project managers in line with scope of work): (GUIDELINES FOR CRITERIA APPLICATION)	WEIGHT
A proposed project plan, Methodology and Management of the project in training and supporting the existing two (2) waste	A details project plan with intermediate and final outputs and identified timeframes/ milestones.	30
	Proposed Methodology	
	Management of the project	
	Project plan, methodology and project	Indicator

GUIDELINES FOR CATEGORY CRITERIA	FUNCTIONALITY (To be determined by project managers in line with scope of work): (GUIDELINES FOR CRITERIA APPLICATION)		WEIGHT
cooperatives and or non-profit organisations to be able to operate and manage the buy- back centres	management in training and supporting the existing two (2) waste cooperatives and or non-profit organisations to be able to operate and manage the buy-back centre		
	Project plan well broken down with methodology, deliverables, timeframe/ milestone & management of the project including staff deployment to each activity/deliverable.	5	
	Project plan provided with methodology, deliverables, timeframe/ milestone & management of the project.	4	
	Project plan provided with clear deliverables & timeframes/ milestones	3	
	Project plan provided with no clear deliverables & timeframes/ milestones	2	
	Project plan provided without milestones and how the deliverables will be attained	1	
	No information provided	0	
Copies of Qualifications for the team leader to be assigned to the project.	Relevant qualification or studied as a subject matter in the areas of Environmental Science /Management Studies (waste management in particular), Business Management Studies & Environmental Economics		5
	Qualifications of team leader	Indicator	
	An honours or equivalent qualification (s) and above	5	
	A degree qualification (s)	4	
	A three year diploma qualification (s)	3	
	Two years diploma or qualification (s)	2	
	A certificates	1	
	No qualification (s) attached/ submitted	0	

GUIDELINES FOR CATEGORY CRITERIA	FUNCTIONALITY (To be determined by project managers in line with scope of work): (GUIDELINES FOR CRITERIA APPLICATION)		WEIGHT
<p>Technical Capability/ expertise and track record of team leader in training and capacity building within waste management and business including financial management sector (attached proven record and contactable references)</p>	<p>Bidder (s) are required to demonstrate that they have the necessary resources and technical expertise in training and/or capacity building and/or technical expertise in business development and financial management within waste management sector</p>		45
	<p>Bidder (s) should submit curriculum vitae for the team leader proposed to be employed on the project. Curriculum vitae are to include specific details of these individuals including, inter alia, relevant experience and to include contactable references, technical qualifications and past experience</p>		
	<p>Experience of team leader in training and/or capacity building and technical expertise in business development and financial management within waste management sector</p>	<p>Indicator</p>	
	<p>More than 5 years' experience</p>	<p>5</p>	
	<p>More than 4 years to 5 years</p>	<p>4</p>	
	<p>More than 3 year to 4 years' experience</p>	<p>3</p>	
	<p>More than 2 year to 3 years' experience</p>	<p>2</p>	
	<p>More than 1 year to 2 years' experience</p>	<p>1</p>	
<p>less than 1 year experience or No experience</p>	<p>0</p>		
<p>The company's experience, track record in managing projects of similar nature</p>	<p>Bidder (s) should submit full details of reliable contactable signed references for, projects of a similar scope which were successfully completed in the previous years in support of buy-back center</p>		20
	<p>Bidder (s) should submit full details of reliable contactable signed references for, projects of a similar scope which were successfully completed in the previous years in support of buy-back center</p>		
	<p>Signed Reference Letters must reflect:</p> <ul style="list-style-type: none"> - the clients' letterhead - Client contact details - indicate the duration of the project - the role of the bidder in the project 	<p>Indicator</p>	

GUIDELINES FOR CATEGORY CRITERIA	FUNCTIONALITY (To be determined by project managers in line with scope of work): (GUIDELINES FOR CRITERIA APPLICATION)	WEIGHT
	<ul style="list-style-type: none"> - the location of the project - the outcome or performance of the bidder in the project 	
	Company experience in successful managing projects of similar nature	
	5 Positive reference letters	5
	4 Positive reference letters	4
	3 Positive reference letters	3
	2 Positive reference letters	2
	1 Positive reference letter not relevant to project	1
	No positive reference letter has been attached	0
TOTAL POINTS ON FUNCTIONALITY		100

8.7 PHASE 6: Preference Point System

8.7.1. Preference point system applicable for this bid is

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

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

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

- Subject to regulation 11(1), the contract must be awarded to the tenderer who scores the highest total number of points.
- A contract may be awarded to a tenderer that did not score the highest total number of points, only in accordance with section 2 (1) (f) of the Act.

9. BID SUBMISSION REQUIREMENTS

- 9.1. Bidders should ensure that the following submission requirements, which will be needed for evaluation purposes are included in their bid proposal and are as follows:
 - 9.1.1. The service provider must draft a table of content which will indicate where each document is located in the proposal
 - 9.1.2. The information in the CV of the proposed Team Leader and Team Members should include relevant experience in the chosen area of expertise.
 - 9.1.3. Project reference specifying the role played by the service provider in the listed projects or assignments, project value and the duration of the project (start and end date).
 - 9.1.4. A detailed Project Plan with clear indication of who will be responsible for the management of the assignment as well as its execution. The allocation of team members on the assignments should be based on the experience in delivering the scope of work as listed.
 - 9.1.5. Standard bidding documents (SBD1, Pricing Schedule, (SBD 3.3) 4, 6.1 Annexure C,D,E, 8 and 9) completed and signed.
 - 9.1.6. Proof of registration on Central Supplier Database (CSD) and/or SARS Tax Compliant Pin
 - 9.1.7. Entity registration Certificate (CK1) and Letter of Authority to sign documents on behalf of the company.
 - 9.1.9 Agreement between service providers in the case of a joint venture/Consortium

10. SPECIAL CONDITIONS OF CONTRACT

- 10.1. The performance measures for the delivery of the project management services of the procurement of equipment for the Thaba-Nchu Buy-Back Centre and Botshabelo Buy-Back Centre and to train and support the existing two (2) waste cooperatives and or non-profit organisations to be able to operate and manage the Thaba- Nchu and Botshabelo Buy Back Centres will be closely monitored through the Service Level Agreement (SLA) by the Department.
- 10.2. The Service Provider will submit soft or hardcopy monthly progress reports to the Programme Manager, within 4 (four) days after the end of each month and quarter for the duration of the project. Failure to submit the required reports on time will result in penalties.
- 10.3. The appointed service provider may be required to have registered for the Liability Insurance before the commencement of the contract.
- 10.4. The Service Provider must guarantee the presence of the senior in charge of fieldwork throughout the duration of the contract. Prior to the appointment of a replacement, the Programme Manager must approve such appointment. If the senior has to leave the project, a period of at least a month is required, in which the senior must work parallel with the next person (senior consultant with similar expertise and equal years of experience) appointed able to transfer skills and knowledge.
- 10.5. A breakdown of the hourly tariff inclusive of value-added tax for services rendered. Expenditure incurred without the prior approval of the Programme manager will not be reimbursed.

- 10.6. The Department will not be held responsible for any costs incurred by the service providers in the preparation, presentation and submission of the proposal.
- 10.7. The Project Manager shall do the ongoing management of the Service Level Agreement (SLA).
- 10.8. 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.
- 10.9. Upon contracting the Department reserves the right to request valid certified copies of documents such as identity documents of directors and shareholders of the company.
- 10.10. The proposals should be submitted with all required information containing technical information.
- 10.11. Bidders failing to meet pre-qualification and/or mandatory requirements will automatically be disqualified.
- 10.12. Bidders that do not meet the minimum the minimum threshold for local content and production will be disqualified.
- 10.12 Service Providers are requested to submit any of the following documents as proof of B-BBEE Status level of contributor:
 - 10.12.1 B-BBEE status level Certificate issued by a Verification Agency accredited by SANAS;
 - 10.12.2 A Sworn Affidavit as prescribed by the B-BBEE Codes of Good Practice; and
 - 10.12.3 B-BBEE certificate issued by the Companies and Intellectual Property Commission.
- 10.13 SBD 6.1 must also be duly completed, signed, and submitted alongside the bid to claim preference points. Failure to do so will result in B-BBEE preference points being forfeited.
- 10.14 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.
- 10.15 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.
- 10.16 In the event that the application is made by a Joint Venture or Partnership, the accreditation credentials in name of joined entity should be submitted. Both members in the joint venture must meet the requirement of the proposal.
- 10.17 Skills transfer to 4 (four) municipal officials as identified by the Municipality.
- 10.18 Poor or non-performance by the bidder will result in cancellation of works orders.
- 10.19 Intellectual property rights that emanate from the project will be dealt with in terms of the Intellectual Property Rights from Publicly Financed Research and Development Act, 2008 (Act No. 51 of 2008). Issues relating to copyrights, basic research emanating from the project and all the other related issues will be dealt with in the SLA that will be signed between the Department and the successful bidder.
- 10.20 Upon appointment, the service provider will have to be registered for COIDA and UIF, however the payment of such for the participants will be on the Departmental cost.

11. SUB-CONTRACTING CONDITIONS/ REQUIREMENTS

- 11.1. 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.
- 11.2. 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.
- 11.3. 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.
- 11.4. 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.

12. PAYMENT TERMS

- 12.1. The Department undertakes to pay out in full or as per deliverables within thirty (30) days all valid claims for work done to its satisfaction upon presentation of a substantiated claim and the required reports stipulated in special conditions.
- 12.2. No payment will be made where there is outstanding information/work not submitted by the Service Provider until that outstanding information is submitted.

13. TECHNICAL ENQUIRIES

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

Name and Surname: Malcolm Mogotsi

Telephone Nos.: 012 399 9805/082 881 3378

E-Mail: MMogotsi@environment.gov.za

Name & Surname: Sindiswa Duma

Telephone Nos.: 012 399 9810/ 083 790 4857

E-Mail: SPDuma@environment.gov.za

BID NUMBER:

ANNEXURE A – PRICE GUIDELINES - TERMS OF REFERENCE TO APPOINT THE SUITABLE SERVICE PROVIDER TO RENDER PROJECT MANAGEMENT FOR THE PROCUREMENT OF EQUIPMENT FOR THE THABA-NCHU BUY-BACK CENTRE AND BOTSHABELO BUY-BACK CENTRE AND TO TRAIN AND SUPPORT THE EXISTING TWO (2) WASTE COOPERATIVES AND OR NON-PROFIT ORGANISATIONS TO BE ABLE TO OPERATE AND MANAGE THE THABA-NCHU AND BOTSHABELO BUY BACK CENTRES IN MANGAUNG METROPOLITAN MUNICIPALITY OVER A PERIOD OF TWENTY-FOUR (24) MONTHS.

ANNEXURE A – PRICE GUIDELINES - MANGAUNG METROPOLITAN MUNICIPALITY

Service provider must quote for all activities indicated below:

#	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL AMOUNT (EXCLUDING VAT)	VAT @ 15%	TOTAL AMOUNT INCLUSIVE OF VAT - YEAR 1	TOTAL AMOUNT INCLUSIVE OF VAT - YEAR 2
A	Bulk recyclable clear bags (30 micron – 75 x 95 cm)	30 000	R	R	R	R	R
	Bulk black refuse bags (30 micron – 75 x 95 cm)	30 000	R	R	R	R	R
	Branded Round neck T- Shirts (3 Logs- Department, DESTEA & Mangaung Metro)	120	R	R	R	R	R
	Sun`s hat	60	R	R	R	R	R
	Winter jackets DF(3 Logs- Department, DESTEA & Mangaung Metro) Mangaung Metro	30	R	R	R	R	R
	Gutter sweepers brooms	120	R	R	R	R	R
	Garden rake steel	120	R	R	R	R	R

ANNEXURE A – PRICE GUIDELINES - MANGAUNG METROPOLITAN MUNICIPALITY

Service provider must quote for all activities indicated below:

#	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL AMOUNT (EXCLUDING VAT)	VAT @ 15%	TOTAL AMOUNT INCLUSIVE OF VAT - YEAR 1	TOTAL AMOUNT INCLUSIVE OF VAT - YEAR 2
	Raincoats	60	R	R	R	R	R
	Steel shaft spades	30	R	R	R	R	R
	Litter pickers	120	R	R	R	R	R
	Work suits 30x4 (60x dusk coats + 60 conti-suits) (3 Logs-Department, DESTEA & Mangaung Metro)	120	R	R	R	R	R
	Dust Masks Disposable	1000	R	R	R	R	R
	(Cloth mask) Mask- 3 layers of fabric (As per the DTIC guidelines and specifications) Colour: Green	120	R	R	R	R	R
	Safety Boots	60	R	R	R	R	R
	First Aid kit	10	R	R	R	R	R
	Heavy duty gloves	300	R	R	R	R	R
	Face Shield with foam headband	60	R	R	R	R	R
	Non touch Hand Sanitizer Dispenser (3mm light steel,	10	R	R	R	R	R

ANNEXURE A – PRICE GUIDELINES - MANGAUNG METROPOLITAN MUNICIPALITY

Service provider must quote for all activities indicated below:

#	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL AMOUNT (EXCLUDING VAT)	VAT @ 15%	TOTAL AMOUNT INCLUSIVE OF VAT - YEAR 1	TOTAL AMOUNT INCLUSIVE OF VAT - YEAR 2
	height 1m, base 260X200) with refill empty bottle each						
	Screening machines (thermometer)	5	R	R	R	R	R
	Sanitizers 25 Litres with NOT less than 70% alcohol and must comply to WHO recommended handrub formulations	28	R	R	R	R	
	Stationery : - A4 Hard cover note book - Pens	150 each	R	R	R	R	R
	Steel reinforced wheelbarrow Dimensions Pan Gauge 0.8mm • 5mm Steel Reinforced • Capacity : 65L. • Frame Dimension : 32 X 16mm • Pan are draw formed cleaned and painted; frames are formed, welded and painted (green colour)	10	R	R	R	R	R

ANNEXURE A – PRICE GUIDELINES - MANGAUNG METROPOLITAN MUNICIPALITY

Service provider must quote for all activities indicated below:

#	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL AMOUNT (EXCLUDING VAT)	VAT @ 15%	TOTAL AMOUNT INCLUSIVE OF VAT - YEAR 1	TOTAL AMOUNT INCLUSIVE OF VAT - YEAR 2
	Sub-Total - Protective Personal Equipment		R	R	R	R	R

#	DESCRIPTION	QUANTITY	UNIT PRICE	VAT @ 15%	TOTAL AMOUNT
B	Thaba Nchu - Once Off Purchase				
	Bailing machine H15	1	R	R	R
	Digital Scale 1,5 ton	1	R	R	R
	Trolleys - 3 Sided - 91 x 61 x 91 cm - Carrying capacity 500kg	1			
	Forklift 1,5 ton	1			
	Glass crusher - 220V Heavy Duty	1			
	Installation of Conveyer Machine	1			
	Sub-Total - Thaba Nchu		R	R	R

C	Botshabelo - Once Off Purchase				
	Bailing machine H15	1	R	R	R
	Digital Scale 1,5 ton	1	R	R	R
	Trolleys - 3 Sided - 91 x 61 x 91 cm - Carrying capacity 500kg	1	R	R	R
	Forklift 1,5 ton	1	R	R	R
	Glass crusher - 220V Heavy Duty	1	R	R	R
	Sub-Total - Botshabelo Equipment			R	R

	DESCRIPTION	QUANTITY	UNIT PRICE	VAT @ 15%	TOTAL AMOUNT
D	Mentoring/Training Cost				
	Botshabelo (15 leaners)	Cost per candidate	R	R	R
	Thaba Nchu (15 leaners)	Cost per candidate	R	R	R
	Sub-Total - Mentoring/Training Cost			R	R
Cost of Equipment (Hire) - collect waste and transport waste to the recyclers / Market					

E	Facilitate the Bi-Monthly Transportation of waste to the market – Transportation costs to be paid directly by the department based on quotations received as per 4.4.8	YEAR ONE (1)	YEAR TWO (2)	TOTAL	
		R	R	R	
Sub-Total - Project Cost (A+B+C+D+E)				R	
F	Project Management Services (percentage of Project Cost)	Fee Percentage	Year 1	Year 2	Total Project Management Fee
	Inception report	%	R	R	R
	Project Implementation	%	R	R	R
	Hand over report or Close Out	%	R	R	R
	Sub - Total - Project Management Services		R	R	R
TOTAL PROJECT COSTS VAT INCLUSIVE					R

Bidders Full Name:

Signature:

Date:

THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

July 2010

GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

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

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

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

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

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

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



DEPARTMENT OF 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									
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Trading Name	<input style="width: 100%;" type="text"/>								
Tax Number	<input style="width: 100%;" type="text"/>								
VAT Number	<input style="width: 100%;" type="text"/>								
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Department Number	<input style="width: 100%;" type="text"/>								

Supplier Account Details (To be Verified by the bank, please attach bank letter or 3 months bank statement)

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

Account Name

Account Number

Branch Name

Branch Number

Bank screen info

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

Account Type

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

ID Number

Passport Number

Company Registration Number

*CC Registration

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

Bank Stamp

Supplier Contact Details

Business

Area Code Telephone Number Extension

Home

Area Code Telephone Number Extension

Fax

Area Code Fax Number

Cell

Cell Code Cell Number

Email Address

Contact Person:

Supplier Signature

Print Name

Date (dd/mm/yyyy)

NB: All relevant fields must be completed