



forestry, fisheries & the environment

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

ADDENDUM 1

BID NO: T041 (22-23)

BID DESCRIPTION: TO APPOINT A SERVICE PROVIDER ON A FIVE-YEAR CONTRACT TO ASSIST THE DEPARTMENT OF FORESTRY, FISHERIES AND THE ENVIRONMENT TO PLAN, EXECUTE, CONTROL AND MANAGE THE WORKING ON FIRE PROGRAMME

1. The purpose of this Erratum is to inform interested bidders of amendments to the tender documents relating to the above-mentioned tender.
2. **Amendments to the Terms of Reference:**
 - 2.1 Text under 9.5.3 under the functionality criteria of the TOR referring to the score of 0 under Experience of the 1st, 2nd and 3rd Team Members referring to “5 years or more experience” IS be replaced with “less than 1 year or no experience”.
 - 2.2 Text under 16.3 “except for Wildland fire-fighting training” is removed
 - 2.3 Point 4.3.1 – changed text from “Annexure 2” to “Annexure 4”.
 - 2.4 Point 4.3.2 – text: “as per a training Matrix” is removed as well as: “see example of a list of expected training attached as Annexure 2”
 - 2.5 Annexure 2a and Annexure 2b is renamed to “Annexure 2 - Training” under section 20 of the ToR
 - 2.6 Added text to 8.1 iii to include: “sections 3, 4, 5 of the Annexure 3” relating to EP Deliverables

3. Amendments to Annexures

- 3.1 Amendment to “Annexure 1 - FPA in SA as at 31 March 2022”:

The following text is in added:

- “Note: The support for the 217 FPAs in terms of section 4.2 of the TOR should be costed as follows in the Annexure 3 (Price Breakdown)
- Minimum of R72 500 (VAT exclusive) per FPA per annum (for the 1st year and CPI of 4% for the outer years).

- VAT to be included on the Sub-total to arrive at the Total Project Cost that is inclusive of VAT”
- Text: “Number FPAs and FPA members with existing Partnerships with Working on Fire Programme” to be replaced with: “Number of Working on Fire Bases Support (as per Annexure 3)”

3.2 Amendment to Annexure 2a and 2b relating to Training:

Annexure 2a and 2b have been consolidated into a revised annexure named: “Annexure 2: Training” to provide additional information to bidders.

3.3 Amendment to Annexure 3: Price Breakdown

- The text was amended to reflect 70 000 person-days for accredited training and 21 000 person-days for non-accredited training for year 1, with a breakdown for years 2, 3, 4 and 5 at 25000 person-days to accredited training and 15 000 for non-accredited training”.
- Under EP Deliverables, the i) Number of WOF bases Supported was amended to 212 and ii) Number UFPAs and FPAs Supported were amended to 217

3.4 Amendments to Annexure 4: Wage Rate and Provincial breakdown

- “Services of chain saw operator” was removed
- The number of Working of Fire participants were amended within the initial target of 4766, and
- the number of Forestry Plantation Support were amended within the initial target of 534

3.5 Amendments to Annexure 5 - Minimum PPE and Tools:

- Added text with additional information provided
 - Tables 1 and 2 provided to include columns for i) Estimate to be issued per participant ii) Target group and iii) Estimate issue per year
 - “Yellow 100% cotton short-sleeve shirts” are now included
 - Text included under Table 2: “The required Tools and Equipment on a Site will depend on the hazards and risk identified in a Workplace Risk Assessment.”
4. SBD 6.2 and annexure is amended to include yellow 100% cotton short-sleeve shirts and portable radios
 5. Extended closing date is **28 September 2022**.



forestry, fisheries & the environment

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

INVITATION TO BID

BID NUMBER: DFFE-T041 (22-23)

TO APPOINT A SERVICE PROVIDER ON A FIVE (5) YEAR CONTRACT TO ASSIST THE DEPARTMENT OF FORESTRY, FISHERIES AND THE ENVIRONMENT TO PLAN, EXECUTE, CONTROL AND MANAGE THE WORKING ON FIRE PROGRAMME.

Contact persons:

Name : Michael Braack
Cellphone No. : 071 674 6529
E-Mail : mbraack@dffe.gov.za

Name : Sharon Lawrence
Cellphone No. : 084 991 1661
E-Mail : slawrence@dffe.gov.za

NATIONAL TREASURY CENTRAL SUPPLIER DATABASE (CSD) REGISTRATION INFORMATION

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

INITIAL CLOSING DATE OF THE BID: 21 SEPTEMBER 2022 AT 11H00

COMPULSORY BRIEFING SESSION WAS HELD ON: 01 SEPTEMBER 2022 AT 09H00

EXTENDED CLOSING DATE OF THE BID: 28 SEPTEMBER 2022 AT 11H00

PART A INVITATION TO BID /

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	DFFE-T041 (22-23)	CLOSING DATE:	28 SEPTEMBER 2022	CLOSING TIME:	11:00
DESCRIPTION	APPOINTMENT OF A SERVICE PROVIDER ON A FIVE (5) YEAR CONTRACT TO ASSIST THE DEPARTMENT OF FORESTRY, FISHERIES AND THE ENVIRONMENT TO PLAN, EXECUTE, CONTROL AND MANAGE THE WORKING ON FIRE PROGRAMME.				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
Department of Forestry Fisheries and the Environment; The Environment House,					
473 Steve Biko Road; Cnr Soutpansberg and Steve Biko Road, Arcadia Pretoria /Tshwane					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Ms Vonani Rikhotso; Mpho Lehutso; Tlotlo Thupe		CONTACT PERSON	Michael Braack Sharon Lawrence	
TELEPHONE NUMBER	012 399 9670/9671/9055		TELEPHONE NUMBER	071 674 6529 084 991 1661	
FACSIMILE NUMBER	N/A		FACSIMILE NUMBER	N/A	
E-MAIL ADDRESS	vrikhotso@dffe.gov.za mlehutso@dffe.gov.za mthupe@dffe.gov.za		E-MAIL ADDRESS	mbraack@dffe.gov.za slawrence@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] ☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] ☐ Yes ☐ 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?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES, ANSWER PART B:3]	
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				☐ YES ☐ NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				☐ YES ☐ NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				☐ YES ☐ NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				☐ YES ☐ NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				☐ YES ☐ 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-T041 (22-23)
CLOSING TIME 11h00	CLOSING DATE: 28 SEPTEMBER 2022

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

DESCRIPTION: TO APPOINT A SERVICE PROVIDER ON A FIVE (5) YEAR CONTRACT TO ASSIST THE DEPARTMENT OF FORESTRY, FISHERIES AND THE ENVIRONMENT TO PLAN, EXECUTE, CONTROL AND MANAGE THE WORKING ON FIRE PROGRAMME.

**(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-----
R-----
R-----
R-----

----- days
----- days
----- days
----- days

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

DESCRIPTION OF EXPENSE TO BE INCURRED

RATE

QUANTITY

AMOUNT

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

TOTAL: R.....

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

Name of Bidder:

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

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

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

*[DELETE IF NOT APPLICABLE]

Any enquiries regarding bidding procedures may be directed to the –

Department of Forestry Fisheries and the Environment

Contact Person: Tlotlo Thupe; Vonani Rikhotso and Mpho Lehutso

Tel: (012) 399 9670/9671/9055

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

Or for technical information –

Name : Michael Braack
Office Telephone No. : 071 674 6529
E-Mail : mbraack@dfpe.gov.za

Name : Sharon Lawrence
Office Telephone No. : 084 991 1661
E-Mail : slawrence@dfpe.gov.za

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

Full Name	Identity Number	Name of State institution

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

2.2.1 If so, furnish particulars:

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

-

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

YES/NO

- 2.3.1 If so, furnish particulars:

.....

3 DECLARATION

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

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

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

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combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

.....

Signature

.....

Date

.....

Position

.....

Name of bidder

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

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

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

1. GENERAL CONDITIONS

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

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

1.2

a) The value of this bid is estimated to exceed R50 000 000 (all applicable taxes included) and therefore the **90/10** 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	90
B-BBEE STATUS LEVEL OF CONTRIBUTOR	10
Total points for Price and B-BBEE must not exceed	100

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

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

2. DEFINITIONS

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

3. POINTS AWARDED FOR PRICE

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

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

90/10

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

Where

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

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

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

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

5. BID DECLARATION

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

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

- 6.1 B-BBEE Status Level of Contributor: . =(maximum of 10 or 20 points)

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

7. SUB-CONTRACTING

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

(Tick applicable box)

YES	☐	NO	☐
-----	--------------------------	----	--------------------------

- 7.1.1 If yes, indicate:

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

(Tick applicable box)

YES	☐	NO	☐
-----	--------------------------	----	--------------------------

- 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

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

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2011 and the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:201x.

1. General Conditions

- 1.1. Preferential Procurement Regulations, 2011 (Regulation 9. (1) and 9. (3) make provision for the promotion of local production and content.
- 1.2. Regulation 9.(1) prescribes that in the case of designated sectors, where in the award of bids local production and content is of critical importance, such bids must be advertised with the specific bidding condition that only locally produced goods, services or works or locally manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Regulation 9.(3) prescribes that where there is no designated sector, a specific bidding condition may be included, that only locally produced services, works or goods or locally manufactured goods with a stipulated minimum threshold for local production and content, will be considered.
- 1.4. Where necessary, for bids referred to in paragraphs 1.2 and 1.3 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.5. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.6. The local content (LC) as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 201x as follows:

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

Where

x imported content

y bid price excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) at 12:00 on the date, one week (7 calendar days) prior to the closing date of the bid as indicated in paragraph 4.1 below.

- 1.7. A bid will be disqualified if:

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

2. Definitions

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

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

<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>
1. Blue cotton combat long pants	100%
2. Yellow 100% Cotton short sleeve shirts	100%
3. Web belt	100%
4. Yellow 100% Cotton long sleeve shirts	100%

5. Leather Combat type boots	100%
6. Cotton socks	100%
7. Leather gloves	100%
8. Portable radio	60%

Does any portion of the services, works or goods offered have any imported content?

YES / NO

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

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

Indicate the rate(s) of exchange against the appropriate currency in the table below:

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

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

IN RESPECT OF BID No.

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

.....

NB The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.

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

(a) The facts contained herein are within my own personal knowledge.

(b) I have satisfied myself that the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286.

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

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

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

(d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286.

(e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 13 of the Preferential Procurement Regulations, 2011 promulgated under the Policy Framework Act (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. DFFE-T041 (22-23)

(C2) Tender description: TO APPOINT A SERVICE PROVIDER ON A 5-YEAR CONTRACT TO ASSIST THE DEPARTMENT OF FORESTRY, FISHERIES AND THE ENVIRONMENT TO PLAN, EXECUTE, CONTROL AND MANAGE THE WORKING ON FIRE PROGRAMME

(C3) Designated product(s)

(C4) Tender Authority: FORESTRY, FISHERIES AND THE ENVIRONMENT

(C5) Tendering Entity name: FORESTRY, FISHERIES AND THE ENVIRONMENT

(C6) Tender Exchange Rate: EU GBP

(C7) Specified local content % 100%

Note: VAT to be excluded from all calculations

Calculation of local content								Tender summary			
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)	Tender Qty	Total tender value	Total exempted imported content	Total Imported content
(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)	(C16)	(C17)	(C18)	(C19)
1.	Blue cotton combat long pants 100% Cotton						100%				
2.	Web belt						100%				
3.	Yellow 100% Cotton long sleeve shirts						100%				
4.	Yellow 100% Cotton short sleeve shirts						100%				
5.	Leather Combat type boots						100%				
6.	Cotton socks						100%				
7.	Leather gloves						100%				
8.	Portable Radio						60%				

Signature of tenderer from Annex B

Date:

(C20) Total tender value R 0

(C21) Total Exempt imported content R 0

(C22) Total Tender value net of exempt imported content R 0

(C23) Total Imported content R 0

(C24) Total local content R 0

(C25) Average local content % of tender



**forestry, fisheries
& the environment**

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

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 SERVICE PROVIDER ON A 5-YEAR CONTRACT TO ASSIST THE DEPARTMENT OF FORESTRY, FISHERIES AND THE ENVIRONMENT TO PLAN, EXECUTE, CONTROL AND MANAGE THE WORKING ON FIRE PROGRAMME

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1. PURPOSE

- 1.1 To appoint a Service Provider on a five-year contract to assist the Department of Forestry, Fisheries and the Environment to plan, execute, control and manage the Working on Fire Programme.

2. INTRODUCTION AND BACKGROUND

- 2.1 The Environmental Programmes (EP) branch within the Department of Forestry, Fisheries and the Environment (DFFE), is mandated to implement the Expanded Public Works Programme (EPWP) as part of the Government's broader Public Employment initiatives in addressing the triple challenges of unemployment, poverty and inequality.
- 2.2 The programmes within the EP branch are funded under the auspices of the EPWP, whose priorities are to incorporate poverty alleviation through providing employment to the unemployed, building the skills base for the unskilled and support and development of the Small, Medium and Micro Enterprise (SMMEs).
- 2.3 The purpose of the EP Branch's Working on Fire (WoF) Programme aims to enhance the sustainability and protection of life, livelihoods, ecosystem services, natural processes and the well-being of the participants through integrated fire management in order to contribute to economic empowerment, skills development, social equity and accelerated service delivery.
- 2.4 The goals of the Working on Fire Programme:
- i. Job Creation
 - ii. Prevention and control of wild fires
 - iii. To implement integrated fire management
 - iv. To reduce the risk of high biomass loads
- 2.5 The mandate of the EP Branch is primarily implementing the EPWP projects with specific linkages to the following legislation.
- i. The Constitution of the Republic of South Africa, 1996;
 - ii. The National Environmental Management Act, 1998 (Act No.107 of 1998);
 - iii. National Veld and Forest Fire Act (Act 101 of 1998);

- iv. Disaster Management Act (57 of 2002);
- v. National Forests Act (Act 84 of 1998);
- vi. The Public Finance Management Act, 1999 (Act No. 1 of 1999) and the Treasury Regulations issued in terms thereof;
- vii. Basic Conditions of Employment Act, 1997 (Act No. 75 of 1997) (Ministerial Determination 4: Expanded Public Works Programme);
- viii. Basic Conditions of Employment Act 75 of 1997: Code of Good Practice and conditions of work for Expanded Public Works Programme;
- ix. Occupational Health and Safety Act, 1993 (Act No. 85 of 1993); and
- x. Employment Equity Act, 1998 (Act No. 55 of 1998).

2.6 The WoF Programme operates across all provinces and enjoys a close working relationship with its strategic partners in national, provincial and local government to deliver on its objectives.

2.7 Through the implementation of Integrated Fire Management (IFM) interventions, the WoF Programme addresses the prevention, management and control of wildland fires in order to enhance the sustainability and protection of life, property and the environment.

2.8 The WoF Programme utilises ground-based wildland firefighting crews supported by an aerial firefighting capacity. It is dependent on, the deployment of ground fire-fighting crews and resources for wildland fires. The aerial support services will form part of the services provided by the Service Provider.

3 OBJECTIVES OF THE PROPOSAL

3.1 To appoint a Service Provider to plan, execute, control and manage the WoF Programme that will contribute to maintaining ecologically acceptable fire regimes within fire-prone biomes of the country and protecting the country's economy from the damages caused from wildland fires for a period of five years.

4 SCOPE AND EXTENT OF WORK

To oversee the implementation to plan, execute, control and manage the WoF Programme within South Africa in terms of:

4.1 Provide integrated wildland fire-fighting services through ground operations and aerial fire-fighting

- 4.1.1 Deployment of ground and/or aerial wildland fire-fighting services to prevent and control, as and when required, in compliance with the applicable legislation.
- 4.1.2 The Service Provider is expected to provide all relevant transport to fulfil the functions of operations.
- 4.1.3 The Service Provider is responsible for Aerial Support, as and when required, during the fire season and on an ad-hoc basis (out of fire season) to community fires which includes flying hours (relevant to community fires and DFFE forest plantations) and standby fees in fire season only.

4.2 Support through the Umbrella Fire Protection Associations (UFPAs) and FPAs

- 4.2.1 Support to currently registered FPAs (attached as Annexure 1) in terms of their planning for the fire season, including preventative fires and manual fuel-load reduction. Bidders should note that the number of FPAs might change and will be dealt with the terms and conditions of the Contract.
- 4.2.2 Support to registered FPAs (as per the attached Annexure 1) in terms of the management of teams placed with FPAs.
- 4.2.3 The WoF Programme intends to provide support to FPAs in line with the legislation that enables the DFFE Minister, where possible, to support FPAs financially as per the DFFE's prioritisation model and in collaboration with UFPAs.

4.3 Employment and training of EPWP participants in executing the WoF Programme

- 4.3.1 Sustain 5300 employment opportunities for EPWP participants as per the EPWP guidelines and Code of Good Practice. The WoF Programme currently has 5300 EPWP participants that would have to be absorbed. Where new EPWP participants are required, such participants must be sourced at local level. The split of the 5300 EPWP participants per province are indicated in Annexure 4.
- 4.3.2 Provide accredited and non-accredited training to the EPWP participants as per Annexure 2.
- 4.3.3 Ensure compliance with OHS Act in terms of Personal Protective Equipment (PPE). Occupational health and safety is an integral part of project management. The Service Provider should ensure

that the relevant legislation is adhered to and that participants are well informed on health and safety requirements as outlined in the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993), amendments to the Act and other applicable regulations. The bidder will be required to submit an OHS Policy document and Implementation Plan as part of the bid. This includes the procurement of PPE, appropriate for the implementation of integrated wildland fire management.

- 4.3.4 The Service Provider is required to comply with to the Ministerial Determination 4 of the EPWP of 4 May 2012 (https://www.cogta.gov.za/cgta_2016/wp-content/uploads/2018/01/Annexure-2-Ministerial-Determination-Expanded-Public-Works-Programmes-CWP.pdf)
- 4.3.5 In order to increase participation of the vulnerable groups of our society, bidders are required to pursue alignment with the EPWP demographic targets set for youth participants at 55%, women at 60% and people with disabilities at 2%.

5 EXPECTED DELIVERABLES & OUTCOMES

In order to provide effective and efficient management of the WoF Programme, the following expected deliverables and outcomes are required;

- 5.1 Deployment of ground and/or aerial integrated wildland fire-fighting services to prevent and control, as and when required, in compliance with the applicable legislation.
- 5.2 Support to Umbrella Fire Protection Associations (UFPAs) and FPAs to prevent, fight and manage wildland fires.
- 5.3 Employment and training (accredited and non-accredited) of 5300 EPWP participants in compliance with EPWP guidelines and in accordance with Annexure 2.
- 5.4 Identify community driven fire prevention initiatives/projects for collaboration with FPAs in Integrated Fire Management especially in rural communities situated in high fire risk areas. In addition, assistance should be provided to communities in rural hot spot areas to support firebreaks in collaboration with FPAs.

6 COMPULSORY INFORMATION SESSION

6.1 The DFFE will arrange a virtual information session for interested bidders after the tender has been advertised. The attendance of this information session is compulsory. Only bidders that attended the compulsory information session must compete for this tender. Bidders who did not attend the compulsory information session will be disqualified. Tender documents will be explained during these sessions and potential bidders will have the opportunity to ask questions where needed.

6.2 The Information Session will be held as follows:

Date: Thursday, 1 September 2022

Time: 09:00 until 16:00

The MS Teams link will be published on the DFFE website together with the advert.

7 PERIOD / DURATION OF PROJECT / ASSIGNMENT

7.1 The duration of the project will be for five (5) years after the signing of the Service Level Agreement/Memorandum of Agreement by both parties and issuing of the purchase order by the Department.

8 COSTING / COMPREHENSIVE BUDGET

8.1 To determine the bid price, a Price Breakdown (Annexure 3) needs to be completed in the prescribed format as provided. It should be submitted in hard-copy as well as on a flash drive with the tender document. This must include all costs associated for this Project and be outlined under the following three budget deliverables, which the Department will make payments against, namely:

- i) EPWP Wages (including COIDA and UIF for EPWP participants)
- ii) Training for EPWP participants (including accredited and non-accredited as well as all-inclusive costs)
- iii) EP Deliverables (sections 3, 4 and 5 of the Annexure 3) (which will include all other project related costs outside of EPWP Wages, COIDA, UIF and Training).

8.2 The above budget deliverables with the relevant breakdown are depicted in Annexure 3.

- 8.3 Annexure 3 (Price Breakdown) would need to be submitted and be inclusive of the final 5-year budget.
- 8.4 The bid price for the first year will be fixed. For the outer years, the bidder needs to consider a Consumer Price Index (CPI) of 4%. However, the annualised CPI, as published by Stats SA will be used to adjust annual costs allowing for actual CPI increases.
- 8.5 The total bid price must be calculated as all-inclusive for the total 5- year budget
- 8.6 The Service Provider shall ensure that, during the detailed costing stage of the Project, project deliverables and related activities are inclusive of VAT.
- 8.7 EPWP Wages rates are prescribed by the DFFE in line with the EPWP (refer to attached as Annexure 4).
- 8.8 DFFE reserves the right to negotiate price with a recommended service provider identified in the evaluation process without offering the same opportunity to any other bidder (s) who have not been recommended.
- 8.9 Price offers will be valid for 120 days.

9 EVALUATION METHOD

9.1 The evaluation for this bid will be carried out in five (5) phases and are as follows:

- Phase 1: Pre-compliance
- Phase 2: Mandatory Sub-contracting Requirement
- Phase 3: Local Production and content
- Phase 4: Functional Evaluation Criteria
- Phase 5: Price and B-BBEE

9.2 PHASE 1: Pre-compliance

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

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

Item No.	Administrative Requirements	Check/Compliance
1.	Master Bid Document	Provided and bound
2.	Electronic Copy (USB)	Same as the master bid document
3.	SCM - SBD 1 - Invitation to Bid	Completed and signed
4.	Tax Compliance and CSD Registration	Attached CSD registration number/Proof of CSD registration and/or SARS Tax Pin
5.	SBD 3.3 – Pricing Schedule	Completed in hard copy
6.	Price Breakdown (Annexure 3)	Completed and submitted on USB
7.	SBD 4 – Bidders Disclosure	Completed and signed
8.	SBD 6.1 - Preference Points Claim Form in terms of the Preferential Procurement Regulations 2017	Completed and signed

Item No.	Administrative Requirements	Check/Compliance
9.	SBD 6.2 – declaration certificate for local production and content for designated sectors, as well as Annexure C	Completed and signed
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

9.3 Phase 2: Mandatory Sub-Contracting requirements

9.3.1. Do mandatory requirements apply for this bid?

YES

9.3.2. The following mandatory requirements will apply and all bids that do not meet this requirements will be disqualified and will not be evaluated further.

ITEM NO.	MANDATORY REQUIREMENTS	NON-COMPLIANCE SHALL RESULT IN DISQUALIFICATION?
1	Only bidder (s) who are sub-contracting 30% of the contract value to any one or more of the following Designated Groups will be considered for this bid as per Preferential Procurement Regulations 2017: (i) EME or QSE which is at least 51% owned by black people; or (ii) EME or QSE which is at least 51% owned by black people who are youth; or (iii) EME or QSE which is at least 51% owned by black people who are women; or (iv) EME or QSE which is at least 51% owned by black people with disabilities	YES

- 9.3.3. Tenderers or contractors must submit proof of sub-contracting arrangements between the main tenderer and the subcontractor. Proof of sub-contracting arrangements may include a subcontracting agreement between main tenderer and the sub-contractor. A signed contract or letter of intent and commitment (on a letter head) will be accepted as proof of sub-contracting arrangements with the EME/QSEs listed by the DFFE from the CSD. **Bidders failing to submit proof of subcontracting will be disqualified from this tender.**
- 9.3.4. The responsibility to sub-contract with competent and capable sub-contractors rests with the main contractor/supplier.
- 9.3.5. It is the responsibility of the tenderer to ensure that the selected sub-contractors comply with all the tender requirements (i.e. CSD compliant, tax status and that none of the directors are government employees or have been restricted).
- 9.3.6. The contract will be concluded between the main contractor and the institution, therefore, the main contractor and not the sub-contractor would be held liable for performance in terms of its contractual obligations.
- 9.3.7. Tenderers are responsible for conducting all due diligence on their sub-contractors they have selected from the provided list.
- 9.3.8. Main contractors/suppliers are discouraged from subcontracting with their subsidiary companies as this may be interpreted as subcontracting with themselves and / or using their subsidiaries for fronting. Where primary contractor subcontracts with a subsidiary this must be declared in tender documents.
- 9.3.9. Tenders that do not meet subcontracting requirements are considered as being not acceptable tenders and must be disqualified and may not be considered for further evaluation or award.
- 9.3.10. Tenders will be pre-qualified based on meeting the subcontracting condition of a minimum of 30% subcontracting of the value of the contract.
- 9.3.11. Tenderers are required to sub-contract a minimum of 30% of the value of the contract to subcontractors selected from a list provided as per 9.3.12.

9.3.12. A list of subcontractors is available on the Central Supplier Database that can be accessed via the following website: www.csd.gov.za. Use your company credentials to log in. Once logged on, select search (next to home tab) and insert the following reference number: tender no:

- DFFE-T041(22/23) T
- DFFE-T041(22/23) P
- DFFE-T041(22/23) M
- DFFE-T041(22/23) R
- DFFE-T041(22/23) H

9.4 PHASE 3: Local Production and Content

9.4.1 Does local production and content apply for this bid?

YES

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

9.4.3 To give effect to the above requirement the Textiles, Clothing, Leather and Footwear sector has been designated for local production and content with a minimum threshold as stipulated on the attached SBD 6.2.

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

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

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

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

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

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

Requirement	Local Content %	Comply: Yes or No
Blue cotton combat long pants 100% Cotton	100%	
Web belt	100%	
Yellow 100% Cotton long sleeve shirts	100%	
Yellow 100% Cotton short sleeve shirts	100%	
Leather Combat type boots	100%	
Cotton socks	100%	
Leather gloves	100%	
Portable Radio	60%	

9.5 Phase 4: Functionality and Technical Criteria

9.5.1 Only bid proposals that meet pre-compliance, mandatory requirements and Local Production and content may be evaluated on functionality criteria.

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

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

GUIDELINES FOR CATEGORY CRITERIA	FUNCTIONALITY		
A proposed Programme/Project Management Approach	Provision of a proposed Programme/Project Management approach and detailed methodology and implementation plan that demonstrates how the Service Provider will meet the WoF Programmes objectives.		
	(Bidders will be required to provide a Programme/Project Management Approach with an Action Plan)	Indicator	Weight
	The Project Management approach must demonstrate a good understanding of the EPWP, integrated wildland fire management services and support to FPAs. It incorporates a clear Action plan with clear deliverables and timeframes.	5	20
	The Project Management approach must demonstrate a basic understanding of the EPWP, integrated wildland fire management services and support to FPAs. It incorporates a basic Action plan with basic deliverables and timeframes.	4	
	Action plan provided with deliverables and timeframes.	3	
	Action plan provided with no deliverables and timeframes.	2	
	Task not well understood.	1	
	No information provided	0	
	Technical Capability/ expertise, diversity, and track record of the proposed team.	Bidder (s) are required to demonstrate that they have the necessary resources and technical expertise to undertake and successfully complete the project: Technical Capability/expertise and track record of proposed team to be assigned to the project.	
Copies of Qualifications proposed team to be assigned to the project.			
Qualifications of the 1st Team Member in areas of Environmental Management/Forest Management		Indicator	Weight
A Masters qualification and above		5	10
An honours or equivalent qualification (s)		4	
A degree qualification (s)		3	
A three-year diploma qualification (s)		2	

GUIDELINES FOR CATEGORY CRITERIA	FUNCTIONALITY		
	Two years diploma or a certificates qualification (s)	1	
	No qualification (s) attached/ submitted	0	
	Bidder (s) should submit curriculum vitae for the team proposed to be employed on the project. Curriculum vitae are to include specific details of these individuals including, inter alia, relevant experience with start and end date and to include contactable reference and experience.		
	Experience of the 1st Team Member in areas of Environmental Management/Forest Management		
	Experience of the 1st Team Member	Indicator	Weight
	5 years or more experience	5	10
	4 years' and less than 5 years' experience	4	
	3 years' and less than 4 years' experience	3	
	2 years' and less than 3 years' experience	2	
	1 years' and less than 2 years' experience	1	
	Less than 1 year or no experience	0	
	Qualifications of the 2nd Team Member in area of Project Management	Indicator	Weight
	A Masters qualification and above	5	10
	An honours or equivalent qualification (s)	4	
	A degree qualification (s)	3	
	A three-year diploma qualification (s)	2	
	Two years diploma or a certificates qualification (s)	1	
	No qualification (s) attached/ submitted	0	
	Experience of the 2nd Team Member in area of Project Management, particularly EPWP	Indicator	Weight
	5 years or more experience	5	10
	4 years' and less than 5 years' experience	4	
	3 years' and less than 4 years' experience	3	
	2 years' and less than 3 years' experience	2	
	1 years' and less than 2 years' experience	1	
	Less than 1 year or no experience	0	
	Qualifications of the 3rd Team Member in area of Financial Management	Indicator	Weight
	A Masters qualification and above	5	10

GUIDELINES FOR CATEGORY CRITERIA	FUNCTIONALITY		
	An honours or equivalent qualification (s)	4	
	A degree qualification (s)	3	
	A three-year diploma qualification (s)	2	
	Two years diploma or a certificates qualification (s)	1	
	No qualification (s) attached/ submitted	0	
	Experience of the 3rd Team Member in the area of Financial Management	Indicator	Weight
	5 years or more experience	5	10
	4 years' and less than 5 years' experience	4	
	3 years' and less than 4 years' experience	3	
	2 years' and less than 3 years' experience	2	
	1 years' and less than 2 years' experience	1	
	Less than 1 year or no experience	0	
Financial Capability of the Service Provider (as an individual company or combined as a Joint Venture) to implement the Programme/Project	Evidence of bidders overall financial capacity to the required working capital or including ability to raise/access adequate financing;		
	(Bidders will be required to submit evidence (signed on institution's letter head) of a Bank or other Financial Institutions Credit Rating, working capital or access to debt)	Indicator	Weight
	Working capital or access to debt of at least of R50m (as an individual company or combined as a Joint Venture) and a Bank Credit Rating by a South African-based financial services group	5	20
	Working capital or access to debt of at least of R40m (as an individual company or combined as a Joint Venture) and a Bank Credit Rating by a South African-based financial services group	4	
	Working capital or access to debt of at least of R30m (as an individual company or combined as a Joint Venture) and a Bank Credit Rating by a South African-based financial services group	3	
	Working capital or access to debt of at least of R20m (as an individual company or combined as a Joint Venture) and a Bank Credit Rating by a South African-based financial services group	2	

GUIDELINES FOR CATEGORY CRITERIA	FUNCTIONALITY		
	Working capital or access to debt of at least of R10m (as an individual company or combined as a Joint Venture) and a Bank Credit Rating by a South African-based financial services group	1	
	Non-compliant or no evidence provided	0	
TOTAL FUNCTIONALITY SCORE			100

9.6 PHASE 5: Price and B-BBEE

- 9.6.1 The bid will be awarded to the bidder with the highest points on price and BBBEE on condition that the bidder has met all phases of the evaluation criteria and complied with the tender requirements set out in the tender document.
- 9.6.2 The department reserves the right to negotiate prices that are not deemed market related and not to award the tender to the bidder that tendered with the lowest price/achieved the highest points.
- 9.6.3 Preference Point System applicable for this bid is 90:10.
- 9.6.4 Subject to sub-regulation 6 (2), points will be awarded to a tenderer attaining a B-BBEE status level contributor in accordance with the table below:

B-BBEE STATUS LEVEL CONTRIBUTOR	NUMBER OF POINTS (10)
1	10
2	9
3	6
4	5
5	4
6	3
7	2
8	1

B-BBEE STATUS LEVEL CONTRIBUTOR	NUMBER OF POINTS (10)
Non-compliant contributor	0

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

10 BID SUBMISSION REQUIREMENTS

- 10.1 Bidders should ensure that the following submission requirements, which will be needed for evaluation purposes are included in their bid proposal and are as follows:
- 10.1.1 The service provider must draft a table of content which will indicate where each document is in the proposal.
- 10.1.2 The proposal shall consist of one master original document, and must clearly indicate the prices on SBD 3.3 (The Pricing Schedule) as well as the Price Breakdown in the prescribed format as per Annexure 3.
- 10.1.3 The information in the CV of the proposed Team/ Project Leader should include relevant experience in the chosen area of expertise.
- 10.1.4 Project reference specifying the role played by the service provider in the listed projects or assignments, project value and the duration of the project (start and end date).
- 10.1.5 A detailed Project Plan with clear indication of who will be responsible for the management of the assignment as well as its execution. The allocation of team members on the assignments should be based on the experience in delivering the scope of work as listed.
- 10.1.6 Standard bidding documents (SBD1, 4 ,6.1, 6.2, Local Content Annexure C and SBD 3,3 with Annexure 3 – Price Breakdown)
- 10.1.7 Copy of Central Supplier Database (CSD) report and Tax Pin Certificate
- 10.1.8 Evidence of Valid COIDA and proof of UIF registration needs.

- 10.1.9 Programme/Project Management Approach with an Action Plan
- 10.1.10 Copies of Qualifications proposed team to be assigned to the project.
- 10.1.11 Bidder (s) are required to demonstrate that they have the necessary resources and technical expertise to undertake and successfully complete the project: Technical Capability/expertise and track record of proposed team to be assigned to the project
- 10.1.12 Bidders will be required to submit evidence (signed on institution's letter head) of a Bank or other Financial Institutions Credit Rating, working capital or access to debt) Evidence of financial sustainability and solvency evidenced through at least three years of audited financial statements.
- 10.1.13 A signed contract or letter of intent and commitment (on a letter head) will be accepted as proof of sub-contracting arrangement with the EME/QSEs listed by the DFFE from the CSD. Bidders failing to submit proof of subcontracting will be disqualified from this tender.
- 10.1.14 A signed letter of commitment by the bidder giving a consent allowing DFFE or duly authorised agent for the verification including but not limited to credit, reference, directors personal information etc. Bidders are required to duly complete and sign Annexure 6, which must be supported by a letter of commitment by the bidder giving consent.
- 10.1.15 Evidence of financial sustainability and solvency evidenced through at least three years of audited financial statements

11 LEGISLATIVE FRAMEWORK OF THE BID

11.1 Tax Legislation

- 11.1.1 Bidder must at all-time be compliant when submitting proposal to DFFE and remain compliant for the entire contract term with all applicable tax legislation, including but not limited to the Income Tax Act, 1962 (Act No. 58 of 1962) and Value Added Tax Act, 1991 (Act No. 89 of 1991).
- 11.1.2 SARS Tax Status Pin requirements / or Central Supplier Database (CSD) number or report must be provided.

11.2 Procurement Legislation

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

- 11.2.2 Bidders are requested to submit a valid B-BBEE Status Level Verification Certificate issued by SANAS, or Accredited Verification Agency; or B-BBEE Certificate issued by CIPC, or Sworn Affidavit commissioned by Commissioner of Oaths together with their bids.
- 11.2.3 In the event that the application is made by a Joint Venture or Partnership, the accreditation credentials in name of joined entity should be submitted. Both members in the joint venture must meet the requirement of the proposal.
- 11.3 Privacy & Protection of Personal Information Act 4 of 2013
 - 11.3.1 Protecting personal information is important to the Department of Forestry, Fisheries, and the Environment. To do so, DFFE follows general principles in accordance with applicable privacy laws and the Protection of Personal Information Act 4 of 2013 (POPIA).
 - 11.3.2 DFFE's role as the responsible party, is amongst others to process personal information for the intended purpose for which it was obtained and in line with legal agreements with its respective/prospective services providers and third parties.
 - 11.3.3 DFFE will process personal information only with the knowledge and authorisation of the bidder/respondent and will treat personal information which comes to its knowledge as confidential and will not disclose it, unless so required by law or subject to the exception contained in the POPIA.
 - 11.3.4 DFFE reserves all the rights afforded to it by the POPIA in the processing of any of its information as contained in this bid and the bidder/respondent is required to comply with all prescripts as detailed in the POPIA relating to all information concerning DFFE.
 - 11.3.5 In responding to this bid, DFFE acknowledges that it will obtain and have access to personal information of the bidder/respondent. DFFE agrees that it shall only process the information disclosed by the bidder/respondent in their response to this bid for the purpose of evaluation and subsequent award of the tender and in accordance with any applicable law.

12 SPECIAL CONDITIONS OF CONTRACT

- 12.1 Evidence of COIDA and UIF registration from the Department of Labour must be provided.
- 12.2 On appointment, the performance measures for the delivery of the agreed services will be closely monitored by Project Manager.

- 12.3 The Service Provider will submit monthly progress reports to the Project Manager, within 3 days after the end of the month or as prescribed by the Department. Failure to submit the required reports on time will result in penalties. In preparation of tenders, bidders should take into account the relevant resources needed and plan for the reporting requirements on the following aspects.
- i. Monthly operational performance against set targets annually and evidence thereto e.g. hectares burnt, the number of fires attended to, hectares treated for specific purposes, fire-belts, prescribed burning, etc.
 - ii. Monthly management of performance to ensure EPWP reporting and evidence.
 - iii. Detailed reporting on training (accredited and non-accredited) provided and ensuring participants receive certificates for accredited training and obtain recognition for non-accredited training as required.
 - iv. Data management and custodianship (data storage systems) to ensure the Programme's performance is well recorded, captured, managed, and secured.
 - v. Reporting on the deployment and availability of aerial support resources for the winter and summer fire seasons
- 12.4 The bidder shall include a letter of commitment to the DFFE to give their consent allowing DFFE or duly authorised agent for the verification checks including but not limited to credit, reference, directors personal information etc.
- 12.5 DFFE will not be held responsible for any costs incurred by the service providers in the preparation, presentation, and submission of the proposal.
- 12.6 The Project Manager shall do the ongoing management of the Service Level Agreement (SLA)/ Memorandum of Agreement.
- 12.7 The Service Provider must guarantee the presence of the Team Leader in charge of programme throughout the duration of the contract.
- 12.8 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.

- 12.9 The supplier shall notify the Department in writing of all subcontracts awarded under this contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.
- 12.10 In a case a tenderer is intending to sub-contract portion of work, such tenderer awarded a contract may only enter sub-contracting arrangements with the approval of the department.
- 12.11 Letter of Authority to sign documents on behalf of the company.
- 12.12 Bidders failing to meet pre-qualification and /or mandatory requirements will automatically be disqualified
- 12.13 Service providers are requested to submit any of the following documents as proof of B-BBEE Status level of contributor:
- 12.13.1 B-BBEE status level Certificate issued by a Verification Agency accredited by SANAS
- 12.13.2 A Sworn Affidavit as prescribed by the B-BBEE Codes of Good Practice; and B-BBEE certificate issued by the Companies and Intellectual Property Commission.
- 12.13.3 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.
- 12.13.4 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- 12.13.5 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate proposal.
- 12.13.6 In the event that the application is made by a Joint Venture or Partnership, the accreditation credentials in name of joined entity should be submitted. Both members in the joint venture must meet the requirement of the proposal.
- 12.14 Poor or non-performance by the bidder may result in cancellation of the Contract.

13 EPWP REQUIREMENTS

- 13.1 The successful SP shall, for project reporting purposes, keep accurate financial records and all non-financial project information as required by the Department.
- 13.2 The successful SP shall compile and submit a key performance report (electronically) in a format as prescribed by the Department on a monthly basis.
- 13.3 Participant information will include the identity number of the participant, gender, age, disability status, daily wage or task-based rates paid to participants, and training attended in a period of reporting.
- 13.4 All socio-economic and management data must be captured in a prescribed format and platform approved by the DFFE.

14 OCCUPATIONAL HEALTH AND SAFETY

- 14.1 In terms of the Department's Occupational Health and Safety (OHS) Specifications, the Service Provider will be required to agree to this by way of signature on the document and will be required to implement accordingly.
- 14.2 The Service Provider shall comply with all Occupational Health and Safety (OHS) legislation, including the Department's OHS Specifications.
- 14.3 The Service Provider shall ensure the provision to each Participant employed and operational staff with the required protective clothing and personal protective equipment as per the Occupational Health and Safety legislation for the type of work needed for Project implementation.
- 14.4 The Service Provider shall be required to submit the following information as evidence to the EP Project Manager in the prescribed format;
 - i. Annual OHS Plan must be submitted by the Service Provider to the EP Project Manager for approval prior to the commencement of Work.
 - ii. Monthly Project OHS Report.
 - iii. Proof of submission of SHEQ Close out reports to EP Branch Quality Management team, if requested by the DFFE on a sample basis
 - iv. Annual OHS File

14.5 The Service Provider will be required to sign OHS Specifications as part of the Contract.

14.6 The PPE requirements are attached as Annexure 5.

15 RISK MANAGEMENT

15.1 The Service Provider shall assess, identify, manage, and accept the vulnerability of the risk, including but not limited to wildland management risk, reputational risk, life, property, environmental and social risk.

15.2 The Service Provider shall be required to compile a Risk Plan for risks associated with the Project in the prescribed format for each financial year.

16 TRAINING

16.1 The Service Provider must submit a Training Plan to the Department on an annual basis for approval aligned to the Project Charter that is aligned to the published Project Specifications as per the tender advertised.

16.2 The Service Provider shall ensure that the Project participants receive accredited and/or non-accredited training during the period of employment.

16.3 Accredited training shall be implemented by an accredited training service provider appointed by the Service Provider. The requirements for an accredited training service provider are as follows:

- i> Letter of accreditation for the accredited Service Providers
- ii> List of the accredited training and unit standards

16.4 The Service Provider must allow all Participants reflected in the training plan for accredited training, prepared by the accredited training Service Provider and signed by the Service Provider, to attend training as indicated therein and the Service Provider shall remunerate participants for such training days including all travel, accommodation, meals and training material and provide learners with the applicable PPE to wear during training.

- 16.5 The Service Provider shall keep monthly records of the attendance registers for all training (accredited and non-accredited), a spreadsheet listing competent learners and the competency certificates.

17 SUB-CONTRACTING CONDITIONS/ REQUIREMENTS

- 17.1 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
- 17.2 In relation to a designated sector, a contractor will not be allowed to 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.
- 17.3 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.
- 17.4 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.

18 PAYMENT TERMS

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

19 TECHNICAL ENQUIRIES

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

Name: Mr Michael Braack
Director: Environmental Programmes
Cell: 071 674 6529
Email: mbraack@dfpe.gov.za

Name: Ms Sharon Lawrence
Deputy Director: Working on Fire Programme
Cell: 084 991 1661
Email: slawrence@dfpe.gov.za

20 ANNEXURES

- 20.1 Annexure 1 - FPA in SA as at 31 March 2022
- 20.2 Annexure 2 - Training
- 20.3 Annexure 3 - Price Breakdown
- 20.4 Annexure 4 - Wage Rate and Provincial breakdown
- 20.5 Annexure 5 - Minimum PPE and Tools
- 20.6 Annexure 6 - Consent and indemnity



ANNEXURE 1 - FIRE PROTECTION ASSOCIATIONS IN SOUTH AFRICA

As per 31 March 2022

Table 1: Fire Protection Associations (FPAs)

No	Province	Number of FPA
1	Eastern Province	34
2	Western Cape	6
3	Mpumalanga	15
4	Northern Cape	27
5	Free State	44
6	Limpopo	25
7	KwaZulu Natal	24
8	Gauteng	22
9	North West	20
	Total	217

***Note:**

The support for the 217 FPAs in terms of section 4.2 of the TOR should be costed as follows in the Annexure 3 (Price Breakdown):

- Minimum of R72 500 (VAT exclusive) per FPA per annum (for the 1st year and CPI of 4% for the outer years).
- VAT to be included on the Sub-total to arrive at the Total Project Cost that is inclusive of VAT

As at May 2022

Table 2: Number of Working on Fire Bases Support (as per Annexure 3)

No	Province	Base Partnership agreement
1	Eastern Cape	ECPTA
2	Eastern Cape	Singisi Forestry Products/Merensky
3	Eastern Cape	NECF (PG Bison)
4	Eastern Cape	Cape Pine/MTO
5	Eastern Cape	Kouga Municipality
6	Eastern Cape	Joe Gqabi District Municipality
7	Eastern Cape	Ndlambe Local Municipality
8	Eastern Cape	Greater Stutterheim FPA
9	Eastern Cape	Molteno FPA
10	Eastern Cape	Sakhisizwe FPA
11	Eastern Cape	Sarah Baartman West FPA
12	Eastern Cape	Cata CPA
14	Free State	NEFSFPA
15	Free State	Bethlehem FPA
16	Free State	Clarens FPA
17	Free State	Zastron FPA
18	Free State	MAFPA

19	Free State	FSUFPA
20	Free State	Imperani FPA
21	Free State	NEFSFPA
22	Free State	Vaal Eden FPA
23	Gauteng	Midvaal Sector 1 FPA
24	Gauteng	Dinokeng Game Reserve Management Association)
25	Gauteng	West Rand District Municipality
26	KZN - Drakensberg	Okhahlamba FPA
27	KZN - Drakensberg	KZN Wildlife
28	KZN - Drakensburg	Okhahlamba FPA
29	KZN - Midlands	Richmond FPA
30	KZN - Midlands	Southern Berg
31	KZN - Midlands	Umbuso Wezulu Community Trust
32	KZN - Midlands	Normandien Farms
33	KZN - Midlands	Msinsi Holdings
34	KZN - Northern	eDumbe FPA
35	KZN - Northern	Vryheid FPA
36	KZN - Northern	Ladysmith Municipality
37	KZN - Northern	Normandien Farms (Pty)
38	KZN - Southern	Harding FPA
39	KZN - Southern	Umkomaas FPA
40	KZN - Southern	Greater Kokstad Municipality
41	KZN - Southern	Umzimkhulu Municipality
42	KZN - Zululand	Zululand FPA
43	KZN - Zululand	KZN Wildlife
44	KZN - Zululand	Umlalazi Municipality
45	KZN - Zululand Coast	SAPPI Growers Ass
46	KZN - Zululand Coast	TMM
47	KZN - Zululand Inland	Zululand Inland FPA
48	KZN - Zululand Inland	KZN Wildlife
49	KZN - Zululand Inland	Nkandla Municipality
50	KZN-Midlands	Wessa
51	Limpopo	SANParks
52	Limpopo	DFFE
53	Limpopo	Merensky (Pty)Ltd ta Northern Timbers
54	Limpopo	Capricorn Municipality
55	Limpopo	Makhado FPA
56	Limpopo	FPA Belabela
57	Limpopo	FPA Bela Bela
58	Limpopo	FPA Mookgophong
59	Limpopo	Thabazimbi FPA
60	Limpopo	Thabazimbi FPA
61	Limpopo	Mogalakwena FPA
62	Limpopo	FPA Modimolle
63	Limpopo	Modimolle FPA
64	Mpumalanga	Nkomazi Municipality
65	Mpumalanga	Thaba Chweu Municipality

66	Mpumalanga	Albert Luthuli
67	Mpumalanga	Municipality
68	Mpumalanga	DIPALESENG LOCAL MUNICIPALITY
69	Mpumalanga	Komatiland Forest
79	Mpumalanga	MTPA
71	Mpumalanga	DKVC
72	Mpumalanga	Nkomazi Game Reserve
73	Mpumalanga	Municipality
74	Mpumalanga	Mkhondo FPA
75	Mpumalanga	LEFPA (WI)
76	Mpumalanga	PAFPA
77	Mpumalanga	Municipality
78	Mpumalanga	SEME FPA
79	Mpumalanga	MTPA
80	Mpumalanga	Nkangala District Municipality
81	North West	North West Parks Board
82	North West	Reivilo FPA
83	North West	Rainbow FPA Vryburg
84	North West	FPA Wolmaransstad
85	North West	Potchefstroom FPA
86	Northern Cape	Vaalharts FPA
87	Northern Cape	Joe Morolong Local Municipality
88	Western Cape	Greater Cederberg FPA
89	Western Cape	Southern Cape FPA
90	Western Cape	Cape Peninsula FPA
91	Western Cape	Overberg District Municipality
92	Western Cape	Overstrand Municipality
93	Western Cape	City of Cape Town Nature conservation
94	Western Cape	Hessequa Municipality
95	Western Cape	Witzenberg Municipality
96	Western Cape	Cape Nature
97	Western Cape	SANParks



forestry, fisheries & the environment

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

ANNEXURE 2: TRAINING

- All accredited training should be done by registered Training providers and suitably accredited by the relevant SETA or the QCTO
- Non-accredited and In-house training should be done by suitably qualified trainers

TRAINING INTERVENTION INFORMATION				
COMPULSORY TRAINING YEAR 1				
No.	Training Description	Schedule	No. of participants	Description Accredited / Not accredited
1	Veld and Fire Training	Before infield operations	5015	Compulsory for all participants except for Drivers, Store persons, Type 3 Dispatchers and Base Managers. Accredited, Unit Standard 257156, NQF 4
2	Basic Fire Fighting	Before infield operations	526	Compulsory for Drivers, Store persons, Type 3 Dispatchers and Base Managers. Accredited, Unit Standard 117082, 252250, NQF 1.
3	Fire Awareness	Before infield operations	5300	Compulsory for all participants. Not Accredited but aligned to Unit standard 117079, NQF NA.
4	Plant Identification	Before infield operations	5015	Compulsory for all participants. Accredited, Unit standard 119709, NQF 2
5	Brushcutter Operations	Before infield operations	50	Compulsory in Provinces where applicable. Ensure proper PPE is supplied Accredited, Unit standard 123243, 264182, NQF 2.
6	Herbicide Applicator	Before infield operations	1000	This course is compulsory for all participants that will handle and/ or apply herbicides. Ensure proper PPE is supplied. Accredited, Unit standard 123134, 123238, NQF 1 and 2.

7	First Aid I	Within 1 month	547	Compulsory to have at least two First Aiders per team - preferably male and female. Entry requirement is Grade 7. In order to be appointed as First Aider, the participant must also complete Level 2 and Level 3. Accredited, Unit standard 119567, NQF 1
8	First Aid II	Before L1 Cert expires	547	Compulsory to have at least two F/Aiders per team (1 Male & 1 Female). Entry requirement is Grade 9. In order to be appointed as First Aider, the Participant must also complete First Aid Level 3. Accredited, Unit standard 120496, NQF 2
9	First Aid III	Before L2 Cert expires	547	Entry requirement is Grade 10 as well as completed and valid First Aid Level 2 certificate. Accredited Unit standard 376480, NQF 3.
10	Health & Safety Level I	Within 6 months	547	Entry requirement is Grade 9. Compulsory to have at least 2 HS Reps per team Accredited, Unit standard 123137, 117049, NQF 1 and 2.
11	Health & Safety Level II	Before L1 Cert expires	547	Ideal to do before H&S L1 certificate expires. Health and Safety Level 2 also required before appointment as H & S Rep. Accredited Unit standard 9964, 117049, 259639, 259622, NQF 2.
12	Workplace Risk Assessment	Before Operations	601	Compulsory for all Crew Leader Type 1 and Crew Leader Type 2. Accredited, Unit standard 120330, NQF 3.
13	Preliminary Incident Investigation	Within 6 months	239	Compulsory for Crew Leader Type 1. Accredited, Unit standard 120335, NQF 3.
14	Driver Training	Within 3 months	20	Compulsory for all new drivers. Accredited, Unit standard 257025, 123257, NQF 2.
15	Field Safety & Snake Awareness	Within 1 month	5300	Compulsory for all participants. Not Accredited.
16	SHE Training	Before Appointment	1148	Compulsory for all appointed SHE Representatives and Crew Leader Type 1 and 2. Accredited Unit standard 259622, NQF 2.
17	Supervisory skills	Within 6 months	601	Compulsory for Crew Leader Type 1 and Crew Leader Type 2. Accredited, Unit standard 14667, NQF4.
18	Work site management	Before Operations	601	Compulsory for Crew Leader Type 1 and Crew Leader Type 2. Accredited Unit standard 123242, 123237, NQF 3, 4
19	Off Road Driver Training	Before Fire Season	271	Compulsory for all Drivers before Fire Season. Accredited, Unit standard 254134, NQF 4.

NON-COMPULSORY TRAINING FOR YEAR 1 AND COMPULSORY FROM YEAR 2 TO 5				
No.	Training Description	Schedule	No. of participants	Description/comments
1	Diversity (Race and Gender)	When possible	5300	Advisable to train all participants on this course. Accredited, Unit standard 14664, NQF 1.
2	AET Level 1 (Literacy & Numeracy)	When possible	500	Strongly advised for illiterate participants. Accredited, Unit Standard 119630, 119633, 119638, 119366, 119370, 119374. NQF Below L1.
3	AET Level 2 (Communications & Numeracy)	When possible	500	Strongly advised for participants who completed previous level. Accredited, Unit Standard 119642, 119629, 119634, 119365, 119369, 119372, 119378, NQF Below L1.
4	AET Level 3 (Communication & Mathematics)	When possible	500	Strongly advised for participants who completed previous level. Accredited, Unit Standard 119637, 119632, 119639, 119363, 119367, 19375, NQF Below L1.
5	Personal Finances	When possible	5300	Advisable to train all participants on this course. Accredited, Unit Standard 15092, 243189, NQF 1
6	HIV/AIDS Awareness	When possible	5300	Advisable for all participants. Accredited, Unit Standard 8494, NQF 2.
7	Environmental Awareness	When possible	5300	Advisable for all participants. Not Accredited but aligned to Unit Standard 12512.
8	Dangerous Animals Awareness	When possible	500	Compulsory where participants will be in close proximity to dangerous animals. Not accredited
9	Water Safety	When possible	250	Compulsory for all teams that will work in close proximity to water. Not Accredited.
10	Understanding COIDA	When possible	601	Advisable for Crew Leader Type 1 and Crew Leader Type 2. Accredited, Unit Standard 259610, NQF 2.
11	Store persons - General Storeroom	As required when possible	180	Compulsory for all Store persons. Not Accredited.
12	Peer Educator in Gender Based Violence	Before Appointment	221	Compulsory, only two per team of twelve. At least 1 male and 1 female worker nominated for course. Accredited, Unit Standard 264256, NQF 2.
13	Advanced Veld and Fire Training	Year 2	5015	Compulsory for all participants except for Drivers, Store persons, Type 3 Dispatchers and Base Managers. Accredited, Unit Standard 242850, NQF 4.

14	Brushcutter Refresher	Year 2	300	Compulsory in Provinces where applicable. Ensure proper PPE is supplied. Not Accredited but aligned to Unit Standard 123243.
15	Herbicide Refresher	Year 2 and annually thereafter	1000	Compulsory for all participants that will handle and/ or apply herbicides. Not accredited but aligned to Unit Standard 123134, 123238, 117966.
16	Manage Chemical store	Year 2	960	Compulsory for all Store person participants and Crew Leader Type 1 and 2. Accredited, Unit Standard 123239, NQF 2.

ANNEXURE 3: PRICE BREAKDOWN – DFFE-T041 (22/23)

Bidders details: (to be completed by bidder):								
Contact details: (to be completed by bidder):								
Price Breakdown: EP WoF Programme	Per Annum	Deliverables Per Annum	Description	Costs Excluding VAT	Costs +4%CPI (Excluding VAT)	Costs +4%CPI (Excluding VAT)	Costs +4%CPI (Excluding VAT)	Costs +4%CPI (Excluding VAT)
1. EPWP Deliverables				Year 1	Year 2	Year 3	Year 4	Year 5
EPWP - 5300 participants per annum	5 300	1 526 400	24 working days per month per EPWP participant. Actual wage costs, COIDA and UIF only.					
2. Training Deliverables								
Accredited Training	Year 1 - 70 000 Year 2 – 25 000 Year 3 – 25 000 Year 4 – 25 000 Year 5 – 25 000	Year 1 - 70 000 Year 2 – 25 000 Year 3 – 25 000 Year 4 – 25 000 Year 5 – 25 000	Person days of training. All-inclusive costs. Years 2, 3, 4 and 5 will be 25 000 person days per annum					
Non-Accredited Training	Year 1 - 21 000 Year 2 – 15 000 Year 3 – 15 000 Year 4 – 15 000 Year 5 – 15 000	Year 1 - 21 000 Year 2 – 15 000 Year 3 – 15 000 Year 4 – 15 000 Year 5 – 15 000	Person days of training. All-inclusive costs. Years 2, 3, 4 and 5 will be 15 000 person days per annum					
3. EP Deliverables								
Manual fuel reduction (hectares)	15 000	15 000	Number of Hectares					
Fire belts (hectares)	40 000	40 000	Number Hectares					
Prescribed Burning (hectares)	80 000	80 000	Number of Hectares					
Fire Awareness - number of engagements with communities	300	300	Number of reports submitted					

Fire Awareness - number of engagements with schools	300	300	Number of reports submitted					
Number of WoF bases supported	212	2544	Number of Reports per annum					
Number of UFPA & FPAs supported	217	2604	Number of Reports per Annum					
Aerial Support, as and when required, during fire season and on an ad-hoc basis (out of fire season) to community fires which includes flying hours (relevant to community fires and DFFE forest plantations) and standby fees in fire season only.								
4. Standing Fees								
Helicopter Standing Fees	1300	1300	Days of aircraft available on standby					
Spotter Standing Fees	2027	2027	Days of aircraft available on standby					
Bomber Standing fees	575	575	Days of aircraft available on standby					
5. Aircraft Flying Hours								
Spotter Flying	200	200	Hours, pre- approval by DFFE					
Helicopter	200	200	Hours, pre- approval by DFFE					
Bomber	100	100	Hours, pre- approval by DFFE					
			Total 5 Years	Year 1	Year 2	Year 3	Year 4	Year 5
Note: Bid price must be calculated as all inclusive. Total 5-year budget.	SUB-TOTAL EXCLUDING VAT							
	VAT @ 15%							
	TOTAL PROJECT COST INCLUSIVE OF VAT							

*NB: Total Projected Cost inclusive of VAT must be transferred to SBD 3.3 and it will be used to evaluate Price and BBBEE



ANNEXURE 4: WAGE RATES AND PROVINCIAL BREAKDOWN

PARTICIPANT WAGE RATES (SECTION 1)

Working on Fire Teams placed with FPAs and Partners			
WOF Participants	Daily rate (31 March2022)	Estimated Daily rate effective from 01 April 2023 - calculated at + 6% increase	TOTAL
Crew Leader type 1	324,85	344,34	232
Crew Leader type 2	264,15	280,00	354
Type 3 Dispatchers	333,90	353,93	35
Fire Fighter (General)	130,45	138,28	1 554
Fire Fighter (First Aider)	138,15	146,44	522
Fire Fighter (Health and Safety)	138,15	146,44	430
Fire Fighter (brush cutter)	146,35	155,13	743
Fire Fighter (Herbicide Applicator)	138,15	146,44	466
Stores Personnel	151,75	160,86	168
WoF Drivers	415,95	440,91	241
Base Managers	446,25	473,03	21
SUBTOTAL: PARTICIPANTS			4 766
Working on Fire Teams placed in Forestry Plantation Support			
Forestry Participants	Daily Rate	Estimated Daily rate effective from 01 April 2023 - calculated at 6% increase	TOTAL
Crew Leader Type 1	324,85	344,34	7
Crew Leader type 2	264,15	280,00	33
Base Managers	346,05	366,81	0
Fire Fighter	130,55	138,38	92
Fire Fighter (First Aider)	138,15	146,44	25
Fire Fighter (SHE Rep)	138,15	146,44	24
Fire Fighter (Herbicide Applicator)	138,15	146,44	138
Fire Fighter (brush cutter)	146,35	155,13	154
Store person	151,75	160,86	14
Drivers	415,95	440,91	47
SUBTOTAL: PARTICIPANTS			534

* Rates of wages as at June 2022

PARTICIPANT PROVINCIAL BREAKDOWN (SECTION 2)

Working on Fire Teams placed with FPAs and Partners		
WORKING ON FIRE - BASELINE		
Province	Number of Bases	Number of Participants
Eastern Cape	19	620
Western Cape	32	612
Kwa Zulu Natal	28	620
Northern Cape	2	238
Gauteng	13	431
Limpopo	25	610
Free State	25	601
Mpumalanga	24	550
North West	16	428
Dispatchers (National)		35
Base Managers/ Ass Base Managers		21
SUBTOTAL		4766
WORKING ON FIRE - FORESTRY PLANTATIONS SUPPORT		
Province	Number of Bases	Number of Participants
Eastern Cape	5	138
Western Cape	10	226
Kwa Zulu Natal	3	90
Mpumalanga	2	80
SUBTOTAL		534
TOTAL		5300



forestry, fisheries & the environment

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

ANNEXURE 5: MINIMUM PPE AND TOOLS

The Service Provider shall ensure that the Participants are provided with, and at all relevant times wear, adequate personal protective equipment (PPE) for the work they perform at the Site, and in accordance with the requirements of Regulation 2 of the General Safety Regulations, 1986, published under Government Gazette Notice R1031 of 30 May 1986 in terms of the OHS Act as well as Department's SHEQ Procedures and Standards (PPE requirements).

The required PPE on a Site will depend on the hazards and risk identified in a Workplace Risk Assessment. Consideration must be given to the source of energy and the part of the body involved;

The PPE shall be replaced when it becomes ineffective through wear and tear;

The PPE requirements must be included in the Service Provider/Contractor Health & Safety Plan;

Table 1: Minimum PPE

Estimate to be issued per Participants	Target group	Description	Estimate issue per period
3	All Participants	Blue cotton combat long pants 100% Cotton	Once per annum
2	All Participants	Web belt	Once per annum
2	All Participants	Yellow 100% Cotton long sleeve shirts	Once per annum
2	All Participants	Yellow 100% Cotton short sleeve shirts	Once per annum
2	All Participants	Leather Combat type boots	Every six months
3	All Participants	Cotton socks	Once per annum
2	All Participants	Firemen's helmet with visor	Every six months
4	All Participants	Leather gloves	Every six months
3	All Participants	Nomex balaclava	Every six months

The required Tools and Equipment on a Site will depend on the hazards and risk identified in a Workplace Risk Assessment.

Table 2: Minimum Tools and Equipment required per team

Items Per Team	Item Description
6	Knapsacks
2	Drip torches
16	Fire beaters
22	Rake hoes
2	20 Litre Burning containers
4	20 Litre water containers
1	Hand-held weather devices
1	portable radio
1	Cell phone
1	First Aid Kit
1	Bakkie Sakkie with a minimum of 500 litre capacity and on a suitable transport vehicle.

THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

July 2010

GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

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

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

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

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General Conditions of Contract

1. Definitions

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

RSA.

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

obligations of the supplier covered under the contract.

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

2. Application

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

3. General

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

4. Standards

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

5. Use of contract documents and information; inspection.

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

6. Patent rights

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

7. Performance security

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

8. Inspections, tests and analyses

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

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

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

9. Packing

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

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

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

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

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

14. Spare parts

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

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

15. Warranty

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

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

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

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

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

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

- | | |
|---|---|
| 16. Payment | <p>16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.</p> <p>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.</p> <p>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.</p> <p>16.4 Payment will be made in Rand unless otherwise stipulated in SCC.</p> |
| 17. Prices | <p>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.</p> |
| 18. Contract amendments | <p>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.</p> |
| 19. Assignment | <p>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.</p> |
| 20. Subcontracts | <p>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.</p> |
| 21. Delays in the supplier's performance | <p>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.</p> <p>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.</p> <p>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.</p> <p>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</p> |

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

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

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

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

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

may be due to him

25. Force Majeure

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

28. Limitation of liability

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

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

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

Js General Conditions of Contract (revised July 2010)



DEPARTMENT OF FORESTRY, FISHERIES AND THE ENVIRONMENT

BAS ENTITY MAINTENANCE FORM

Head Office Only

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

The Director General

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

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

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

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

Please ensure information is validate as per required bank screens .

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

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

Company / Personal Details

Registered Name	
Trading Name	
Tax Number	
VAT Number	
Title:	
Initials:	
Full Names	
Surname	
Persal Number	

Address Detail

	Physical	Postal
Address		
(Compulsory if Supplier)		
Postal Code		

New Detail

☐ New Supplier information ☐ Update Supplier information

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

Department Number

