



## environmental affairs

Department:  
Environmental Affairs  
REPUBLIC OF SOUTH AFRICA

# **INVITATION TO BID**

## **BID NUMBER: DFFE -T001 (21/22)**

**ENLISTMENT OF TRAINING PROVIDERS IN THE PANEL OF ACCREDITED TRAINING SERVICE PROVIDERS FOR THE IMPLEMENTATION OF TRAINING PROJECTS FUNDED BY THE DEPARTMENT THROUGH THE ENVIRONMENTAL PROTECTION AND INFRASTRUCTURE PROGRAMME (EPIP) ON “AS AND WHEN REQUIRED BASIS” OVER A PERIOD OF THREE (3) YEARS.**

**Contact persons:**

Name: Ms. Ntokozo Sibeko                      OR  
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Name: Mr Philemon Hlagala  
Office Telephone No. (012)- 399 9686  
Email address: [phlagala@environment.gov.za](mailto:phlagala@environment.gov.za)

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

**CLOSING DATE OF THE BID: 30 APRIL 2021 AT 11H00**

## PART A INVITATION TO BID

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)</b>					
BID NUMBER:	DFFE -T001 (21/22)	CLOSING DATE:	30 APRIL 2021	CLOSING TIME:	11:00
DESCRIPTION	<b>ENLISTMENT OF TRAINING PROVIDERS IN THE PANEL OF ACCREDITED TRAINING SERVICE PROVIDERS FOR THE IMPLEMENTATION OF TRAINING PROJECTS FUNDED BY THE DEPARTMENT THROUGH THE ENVIRONMENTAL PROTECTION AND INFRASTRUCTURE PROGRAMME (EPIP) ON "AS AND WHEN REQUIRED BASIS" OVER A PERIOD OF THREE (3) YEARS.</b>				
<b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)</b>					
<b>Department of Environmental Affairs; The Environment House,</b> <b>473 Steve Biko Road; Cnr Soutpansberg and Steve Biko Road, Arcadia Pretoria /Tshwane</b>					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>			<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>		
CONTACT PERSON	Mr Jacques Steyn/ Ms Emily Babedi / Ms Georgina Serumula	CONTACT PERSON	Mr Philemon Hlagala	Ms. Ntokozo Sibeko	
TELEPHONE NUMBER	012 399 9019/9080/9046	TELEPHONE NUMBER	(012)- 399 9686	(012)-399 9688	
E-MAIL ADDRESS	<a href="mailto:JSteyn@environment.gov.za">JSteyn@environment.gov.za/</a> <a href="mailto:ebabedi@environment.gov.za">ebabedi@environment.gov.za</a> <a href="mailto:gserumula@environment.gov.za">gserumula@environment.gov.za</a>	E-MAIL ADDRESS	<a href="mailto:phlagala@environment.gov.za">phlagala@environment.gov.za</a>	<a href="mailto:nsibeko@environment.gov.za">nsibeko@environment.gov.za</a>	
<b>SUPPLIER INFORMATION</b>					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		<b>OR</b>	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No	
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3 ]	
<b>QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
<b>IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.</b>					

**PART B  
TERMS AND CONDITIONS FOR BIDDING**

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

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

SIGNATURE OF BIDDER: .....

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

DATE: .....

## SBD 4

## DECLARATION OF INTEREST

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

<sup>1</sup>"State" means –

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

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

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

2.7.1 If so, furnish the following particulars:

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

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

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

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

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

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

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

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

2.8.1 If so, furnish particulars:

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

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

2.9.1 If so, furnish particulars.

.....



**4 DECLARATION**

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

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

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of bidder

November 2011

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

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

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

**1. GENERAL CONDITIONS**

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

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

1.2

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

1.3 Points for this bid shall be awarded for:

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

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

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

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

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





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

## 5. BID DECLARATION

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

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

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

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

## 7. SUB-CONTRACTING

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

(*Tick applicable box*)

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

7.1.1 If yes, indicate:

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

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

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

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

(*Tick applicable box*)

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

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

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

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

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

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

**8.4 TYPE OF COMPANY/ FIRM**

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

[TICK APPLICABLE BOX]

**8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

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

**8.6 COMPANY CLASSIFICATION**

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

[TICK APPLICABLE BOX]

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

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

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

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

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

WITNESSES
1. ....
2. ....

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

## DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

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

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

**SBD 8**

**CERTIFICATION**

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

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

.....  
**Signature**

.....  
**Date**

.....  
**Position**

.....  
**Name of Bidder**

Js365bW

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

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

<sup>1</sup> Includes price quotations, advertised competitive bids, limited bids and proposals.

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

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid:

---

(Bid Number and Description)

in response to the invitation for the bid made by:

---

(Name of Institution)

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

I certify, on behalf of: \_\_\_\_\_ that:

(Name of Bidder)

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



6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - (a) prices;
  - (b) geographical area where product or service will be rendered (market allocation)
  - (c) methods, factors or formulas used to calculate prices;
  - (d) the intention or decision to submit or not to submit, a bid;
  - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
  - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

<sup>3</sup> Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

Js914w 2



**environment, forestry  
& fisheries**

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

DEPARTMENT OF ENVIRONMENT FORESTRY AND FISHERIES 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**

**THE ENLISTMENT OF TRAINING PROVIDERS IN THE PANEL OF ACCREDITED TRAINING SERVICE PROVIDERS FOR THE IMPLEMENTATION OF TRAINING PROJECTS FUNDED BY THE DEPARTMENT THROUGH THE ENVIRONMENTAL PROTECTION AND INFRASTRUCTURE PROGRAMME (EPIP) ON “AS AND WHEN REQUIRED BASIS” OVER A PERIOD OF THREE (3) YEARS**

**NB: separate applications must be submitted if the bidder wishes to apply for enlistment on different qualifications and clearly specify the name of the qualification being applied for. In the event where a bidder submits one application for more than one qualifications, only the first choice will be evaluated.**

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## 1. PURPOSE

- 1.1 The purpose of this contract is to establish a panel of service providers that meet the requirements of this bid process to Education, Training and Development (ETD) services encompassing generic, core and technical training services to the specific requirements of the Department through the Environmental Protection and Infrastructure Programme (EPIP) as and when required over a period of three (3) years

## 2. INTRODUCTION AND BACKGROUND

- 2.1. Environmental Protection and Infrastructure Programme (EPIP) is the main Programme through which the Department contributes to the government's Expanded Public Works Programme (EPWP). For this purpose, the Department through EPIP implements poverty alleviation projects through Accredited Training Service Providers to address the following:

- job creation,
- skills development,
- development of SMMEs

- 2.2. The Department intends to equip young people with skills development opportunities coupled with workplace experience training, which shall enhance their ability to earn a living in future. Implemented training shall be project specific and stimulate opportunities for employment and further training at the end of the project. Accredited training refers to training based on registered qualifications by SAQA, bearing credits. Training is offered by providers accredited by the Sector Education and Training Authorities (SETAs), Quality Council for Trade and Occupations (QCTO) the Department of Education (DoE), uMalusi and CITI & Guilds etc.

- 2.3. It is within this context that Department of Environmental, Forestry and Fisheries (DEFF/The Department) wishes to request interested and suitably qualified and accredited Training Providers to express interest to be enlisted on the Department's panel, which will be used to source companies/organizations for appointment "as and when" a need arises. The list of qualifications to be implemented to project participants appointed in EPIP training projects are hereto attached as **Annexure A** and can also be obtained from the Departmental website.

- 2.4. Service providers can apply for more than one training intervention/qualifications and will be evaluated based on a set criteria and qualifying providers will be listed in the Department's panel of providers to implement accredited training on EPIP projects.

- 2.5. The final number of Service Providers enlisted to the panel will be dependent on the quality of tenders submitted and the resultant scores achieved by the respective bidders as defined later in this tender document.
- 2.6. Once the panel is established, a closed competitive process will be followed in line with the Supply Chain Management policy. A fair and transparent process will be used for the selection of the Service providers on the panel as and when required by the department.
- 2.7. The Service Providers may be afforded more than one contract. Allocation of 2<sup>nd</sup> and subsequent contracts will depend on the service providers meeting capacity requirements and/or the previous performance in delivering training to the Department.
- 2.8. The Service Providers will be afforded opportunity to prove capabilities in delivery of training. Being part of the panel does not guarantee any work from the Department. Poor performance by the service provider will result in the notification of such performance and be given an opportunity to rectify, failure thereof will lead to the termination of contract and the removal from the panel.
- 2.9. The Service Providers will be required to confirm the availability specific resources like subject specialists and facilitators as part of training allocation and contracting process on “as and when required basis” such process is undertaken. Not having suitable resources at the time of projects allocation, could result in a Service Provider being passed over until the next round of training project allocations.

### **3. OBJECTIVES OF THE PROPOSAL**

- 3.1 To invite relevant accredited training service providers to enlist their services on the Panel of Accredited Training Service Providers for Qualifications listed on **Annexure A**. Only Accredited Training Service Providers who are accredited in relevant unit standards or modules meeting the qualification rule will be considered for enlistment purposes on “as and when required basis” for a period of three (3) years.

### **4. SCOPE AND EXTENT OF WORK**

- 4.1. As indicated, the purpose of this bid is to get training accredited service providers to enlist their services on the Department’s Panel, which will be utilized for appointment purposes on “as and

when required basis". The tasks to be carried out on appointment are as follows but not limited to:

- 4.1.1. Offer accredited training in a form of skills programmes or qualifications to project beneficiaries on "as and when required basis" needed by the Department, at a fixed rate or on quotation basis and time-period (duration) to be determined by the Department.
  - 4.1.2. Ensure that the training is facilitated, assessed, and moderated by suitably qualified persons.
  - 4.1.3. Ensure that the statement of results and competency certificates are issued to the participants.
  - 4.1.4. Plan, Organize, Lead, Control and Coordinate the training activities such as venue, transport, accommodation (where applicable), etc.
  - 4.1.5. Sign employment contracts with the project participants for the project implemented.
  - 4.1.6. Process monthly reports on the templates and format prescribed by the department.
  - 4.1.7. Administration of statutory requirements.
  - 4.1.8. Comply with the contractual obligations for the training project.
  - 4.1.9. Stakeholder engagements.
- 4.2. The specific training needs are given in detail and listed in **Annexure A**. The attached list of accredited training interventions for the Department is not completely exhaustive and it must be understood that due to the ever changing requirements as well as regulation, there will be a need to additional services required and may be amended over the contract period.
- 4.3. The accredited service provider (s) will be responsible for the provision of all required content, execution and delivery of the ETD services which includes classroom/in contact training, practical's and simulation as well as on-job or workplace experience training.
- 4.4. The training required by the Department is diversified as listed in below. In order to ensure that the panel is effective and serves the appropriate needs, the Department will list the services providers according to the areas of specialisation and enlisted per province after the functional evaluation has been undertaken. Therefore, bidders are required to indicate their areas of specialization and indicate the provinces to which they will be considered for training service provision should they meet the evaluation criteria as given in the document and are as follows:

#### **ANNEXURE A LIST OF ACCREDITED TRAINING INTERVENTIONS**





#	SAQA ID	QUALIFICATION TITLE	LEVEL	CREDIT	REFERENCE	PARTICIPATION		PROVINCE								
						YES	NO	Gauteng	North West	Free State	Limpopo	KZN	Eastern Cape	Northern Cape	Western Cape	Mpumalanga
29	21028	Certificate: Pattern cutting & Design	NQF Level 04	120	21/24/29											
30	58227	National Certificate: Clothing, Textile, Footwear and Leather Manufacturing Processes	NQF: level 2	120	21/24/30											
<b>CONSTRUCTION QUALIFICATIONS</b>																
31	65891	FETC: Construction Plumbing	NQF: level 4	120	21/24/31											
32	65769	NC: Glazing	NQF: level 2	138	21/24/32											
33	65409	NC: Building & Civil Construction	NQF: level 3	140	21/24/33											
<b>HAIR AND BEAUTY QUALIFICATIONS</b>																
34	64689	Certificate: Hairdressing	NQF: level 2	130	21/24/34											
35	22921	Certificate: Hairdressing	NQF: level 3	120	21/24/35											
36	65729	FETC: Hairdressing	NQF: level 4	130	21/24/36											
37	80646	FETC: Beauty & Nail Technology	NQF: level 4	156	21/24/37											
38	65909	FETC: Nail Technology	NQF: level 4	120	21/24/38											
39	65749	NC: Hairdressing	NQF: level 3	120	21/24/39											
40	67390	NC2: Hair Care & Cosmetic	NQF Level 02	120	21/24/40											
<b>HOSPITALITY AND FOOD BEVERAGE QUALIFICATIONS</b>																
41	14111	NC: Professional Cookery	NQF: level 4	145	21/24/41											
42	City & Guilds 8065-02	Diploma in Food Preparation and Culinary Arts			21/24/42											
43	City & Guilds 8066 - 02	Diploma in Food Beverage Services			21/24/43											
<b>ARTS AND CRAFT QUALIFICATION</b>																
44	48806	NC: Craft Productions	NQF Level 02	141	21/24/44											
<b>GAMING QUALIFICATION</b>																
45	63269	NC: Gaming Operations	NQF: level 3	130	21/24/45											
<b>HUNTING, GAMING AND MEAT PROCESSING QUALIFICATION</b>																
46	59386	NC: Fresh Meat Processing	NQF: level 3	120	21/24/46											
47	48651	Further Education & Training Certificate : Meat Classification	NQF Level 04	137	21/24/47											
48	48649	Further Education & Training Certificate : Meat Examination	NQF Level 04	156	21/24/48											
49	58930	FETC: Professional Hunting	NQF: level 4	133	21/24/49											
<b>PHOTOGRAPHY QUALIFICATION</b>																
50	73298	Further Education and Training Certificate: Photography	NQF: Level 4	128	21/24/50											
<b>BAKING AND PASTRY QUALIFICATION</b>																
51	73292	Certificate: Patisserie	NQF: Level 5	120	21/24/51											

#	SAQA ID	QUALIFICATION TITLE	LEVEL	CREDIT	REFERENCE	PARTICIPATION		PROVINCE								
						YES	NO	Gauteng	North West	Free State	Limpopo	KZN	Eastern Cape	Northern Cape	Western Cape	Mpumalanga
52	50307	National Certificate: Bread & Flour Confectionery Baking	NQF: Level 2	124	21/24/52											
53	50308	National Certificate: Bread & Flour Confectionery Baking	NQF: Level 3	140	21/24/53											
54	67374	NC2: Confectionary Manufacture	NQF Level 02	120	21/24/54											
<b>WATER QUALIFICATIONS</b>																
55	58951	National Certificate: Water and Wastewater Treatment Process Operations	NQF Level 2	136	21/24/55											
<b>FURNITURE AND WOOD PROCESSING QUALIFICATIONS</b>																
56	49091	National Certificate: Furniture Making: Wood	NQF Level 2	125	21/24/56											
57	49105	National Certificate: Furniture Making: Wood	NQF Level 3	122	21/24/57											
<b>TELECOMMUNICATIONS QUALIFICATION</b>																
58	59057	Further Education and Training Certificate: Telecommunication Network Operations	NQF Level 4	132	21/24/58											
<b>WELDING PRACTICE QUALIFICATION</b>																
59	57881	National Certificate: Welding Application and Practice	NQF Level 2	158	21/24/59											
60	57886	National Certificate: Welding Application and Practice	NQF Level 3	151	21/24/60											
<b>QCTO QUALIFICATIONS</b>																
<b>OFO Code</b>	<b>OCCUPATION</b>															
61	642601	Occupation Plumber			21/24/61											
62	641201	Occupation Bricklayer			21/24/62											
63	642302	Occupation Plasterer and Tiler			21/24/63											
64	642302	Occupation Plasterer			21/24/64											
65	643101	Occupation Painter and Decorator			21/24/65											
66	60833	Occupation Upholster			21/24/66											
67	60843	OccupCabinet Maker			21/24/67											
68	60907	Bagmaking			21/24/68											
69	94022	Carpenter	NQF Level 4	360	21/24/69											
70	94023	Glazier	NQF Level 4	360	21/24/70											
71	102497	Hairdresser	NQF Level 4	540	21/24/71											
72	91761	Occupational Electrician	NQF Level 4	120	21/24/72											
73	93626	Occupational Certificate: Boilermaker	NQF Level 4	395	21/24/73											
74	101408	Occupational Certificate: Computer Technician	NQF Level 4	282	21/24/74											
75	99689	Occupational Certificate: Crane or Hoist Operator (Onsetter)	NQF Level 2	51	21/24/75											
76	99713	Occupational Certificate: Crane or Hoist Operator (Small Winder Operator)	NQF Level 2	41	21/24/76											
77	98822	Occupational Certificate: Diesel Fitter	NQF Level 4	540	21/24/77											
78	98991	Occupational Certificate: Firefighter	NQF Level 4	149	21/24/78											
79	94020	Occupational Certificate: Fitter and Turner	NQF Level 4	548	21/24/79											

#	SAQA ID	QUALIFICATION TITLE	LEVEL	CREDIT	REFERENCE	PARTICIPATION		PROVINCE								
						YES	NO	Gauteng	North West	Free State	Limpopo	KZN	Eastern Cape	Northern Cape	Western Cape	Mpumalanga
80	99232	Occupational Certificate: Footwear Bottomstock Production Machine Operator	NQF Level 2	112	21/24/80											
81	96374	Occupational Certificate: Footwear Closing Production Machine Operator	NQF Level 2	130	21/24/81											
82	96369	Occupational Certificate: Footwear Cutting Machine Operator	NQF Level 2	130	21/24/82											
83	104882	Occupational Certificate: Footwear Designer	NQF Level 6	373	21/24/83											
84	103199	Occupational Certificate: Furniture Upholsterer	NQF Level 4	549	21/24/84											
85	99714	Occupational Certificate: Health and Safety and Quality Practitioner (Occupational Health and Safety Practitioner)	NQF Level 5	256	21/24/85											
86	96364	Occupational Certificate: Panel Beater	NQF Level 4	583	21/24/86											
87	99513	Occupational Certificate: Pest Management Officer	NQF Level 5	257	21/24/87											
88	99255	Occupational Certificate: Pipe Fitter	NQF Level 4	581	21/24/88											
89	91782	Occupational Certificate: Plumber	NQF Level 4	360	21/24/89											
90	99027	Occupational Certificate: Poultry Farmer	NQF Level 5	226	21/24/90											
91	102581	Occupational Certificate: Water reticulation Practitioner	NQF Level 4	236	21/24/91											
92	94100	Occupational Certificate: Welder	NQF Level 4	373	21/24/92											
93		Occupational Certificate: Air Conditioning and Refrigeration Compliance Verifier	NQF Level 4	146	21/24/93											
<b>NCV QUALIFICATIONS</b>																
94		Civil Engineering & Building Construction (Masonry)	NQF Level 2 - 4		21/24/94											
95		Civil Engineering & Building Construction (Plumbing)	NQF Level 2 - 4		21/24/95											
96		Civil Engineering & Building Construction (Carpentry)	NQF Level 2 - 4		21/24/96											
97		Information Technology & Computer Science	NQF Level 2 - 4		21/24/97											
98		Hospitality	NQF Level 2 - 4		21/24/98											
99		Engineering & Related Designs - Automotive	NQF Level 2 - 4		21/24/99											
100		Engineering & Related Designs - Fabrication	NQF Level 2 - 4		21/24/100											
101		Engineering & Related Designs - Filter &Turner	NQF Level 2 - 4		21/24/101											
102		Tourism	NQF Level 2 - 4		21/24/102											
103		Electrical Infrastructure Construction	NQF Level 2 - 4		21/24/103											
104		Safety in Society	NQF Level 2 - 4		21/24/104											
105		Transport & Logistics	NQF Level 2 - 4		21/24/105											
106		Water & Waste Treatment	NQF Level 2 - 4		21/24/106											
107		Primary Agriculture	NQF Level 2 - 4		21/24/107											
<b>N4 - N6 QUALIFICATIONS</b>																
108		Clothing Production	N4 - N6		21/24/108											
109		Hospitality Services	N4 - N6		21/24/109											
110		Educare	N4 - N6		21/24/110											

#	SAQA ID	QUALIFICATION TITLE	LEVEL	CREDIT	REFERENCE	PARTICIPATION		PROVINCE								
						YES	NO	Gauteng	North West	Free State	Limpopo	KZN	Eastern Cape	Northern Cape	Western Cape	Mpumalanga
		<b>CODING, COMPUTER PROGRAMMING AND SYSTEM DEVELOPMENT</b>														
111	66389	Higher Certificate: Diagnostic and Procedural Coding	5	120	21/24/111											
112	73429	Further Education and Training Certificate: Computer Programming	4	136	21/24/112											
113	78965	Further Education and Training Certificate: Information Technology: Systems Development	4	165	21/24/113											
		<b>HEALTH SCIENCES AND SOCIAL SERVICES</b>														
114	74269	National Certificate: Occupational Health, Safety and Environment	2	120	21/24/114											
		<b>BUSINESS MANAGEMENT</b>														
115	61755	General Education and Training Certificate: Business Practice	1	121	21/24/115											
116	66249	Further Education and Training Certificate: New Venture Creation	4	149	21/24/116											
117	49648	National Certificate New Venture Creation (SMME)	2	138	21/24/117											

- 4.5. Training programmes offered by the service provider must provide unit standards ID's and/or qualifications/credits that fall within the primary focus area of the ETQA body of the relevant Sector Education and Training Authority (SETA) or professional body.

## **5. TRAINING MATERIAL/RESOURCES**

- 5.1. All training equipment and tools, training materials or hand-outs, visual enhancement and stationery must be supplied by the training service provider for the purpose of teaching and learning.
- 5.2. Start-up tools to project participants during the implementation stage or project completion must be supplied by the training service provider, as per specification to be provided during the quotation process.
- 5.3. Training service providers must indicate their capacity in terms of the number of qualified facilitators available to render the training required. The information must be presented as follows:
  - 5.3.1 Number of facilitators who are contracted to present training supported by copies of CV with the relevant experience.
  - 5.3.2 The Professional Registrations of Assessors and Moderators.
- 5.4. The Approach and Methodology when required must provide a detailed work/training implementation plan with specific reference to the following:
  - 5.4.1. Pre-Visits (Consultation with the Department authorized officials before the required training session).
  - 5.4.2. Customization of material to the unit standards agreed upon during planning (how will the content be relevant and suitable to the Department context).
  - 5.4.3. Assessments (what and how will assessments be conducted).
  - 5.4.4. Tracking of attendance (registers, etc.).
  - 5.4.5. Training Reports (examples of Training Reports that must be submitted after each training session).
  - 5.4.6. Certification (what certification of competence will be issued).
  - 5.4.7. Monitoring and tracking (how will the execution of the scope be tracked and presented to the Department) and

- 5.4.8. Any other relevant submission not included above as may be required.
- 5.5. All training material must be:
  - 5.5.1. In line with that discussed with the Department officials in terms of requirements and covering all unit standards as outlined in the contract.
  - 5.5.2. Of high quality and binded accordingly (clearly visible, accurate, and in a good format - preferably hard cover files).
  - 5.5.3. At the correct standard required/provided by the SETA (in line with the NQF level and credits).
  - 5.5.4. Sent to the Department authorized officials a week prior to the actual training session for verification.
- 5.6. It must be noted that the Department will provide service providers enlisted on the panel who are awarded training contract with the following:
  - 5.6.1. All requirements regarding the type of training services needed.
  - 5.6.2. Project start and end date for the required training services.
  - 5.6.3. Instructions for all requirements including special arrangements
  - 5.6.4. Required times for all meetings and arrangements etc.
- 5.7. The service provider must ensure that training is implemented as per the condition of the contract.
- 5.8. The service provider must be able to produce and deliver/present/facilitate the training material in any official South African language on an as and when required basis.
- 5.9. Purchase order for the required services will be issued during the period commencing from the date of short-listing onto the panel until to the end of the contract on “an as and when required” basis.

## **6. EXPECTED DELIVERABLES / OUTCOMES**

- 6.1. Delivery of training as per scope, as and when required as will be stipulated by the Department.

- 6.3. Production and delivery of periodic training reports (weekly, monthly, quarterly) and post each training session or programme detailing the outcome of the session or programme, any issues, concerns, action items, etc.
- 6.4. Production and delivery of a final report with an overview of the total work of the completed per purchase order or assignment and this must include breakdown of each training session or programme, number of trainees, costs, competency rate etc. Note: the template will be prescribed by the Department.
- 6.5. At least 80% of the learners should be declared competent and be issued with competency certificates on project completion.

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

- 7.1. The enlistment on the Panel will be valid for a period of three (3) years from the date of signature of the enlistment letter.

## **8. FUTURE COSTING/COMPREHENSIVE BUDGET**

- 8.1. Due to the uncertainty and fluctuation of the Department's requirements, no indication can be given as to the quantities of the ETD interventions which will be required under the contract. Hence, there are no specific quantities of the number of ETD services required set on Annexure A. However, commitment is given by the Department that Training will be undertaken on "as and when required basis" during the course of the three (3) year contract.
- 8.2. In addition to the above, there is no minimum number of trainees provided by the Department for any specific training program and thus there is no guarantee of any number of trainees per training program requested.
- 8.3. The service provider shall be bound to execute all of the required quantities of scope as needed by the Department during the period of the contract; in this case on "as and when required basis" for a period of three (3) years.
- 8.4. Quotations will be requested as and when there is a need for the training intervention, details of which shall be given at the time of the request.

## 9. EVALUATION CRITERIA

9.1. The evaluation for this bid will be carried out in four (4) phases:

- Phase 1: Pre-Compliance
- Phase 2: Pre-Qualification
- Phase 3: Mandatory Requirements
- Phase 4: Functionality Criteria.

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

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

9.2.2. The bid proposal will be screened for compliance with administrative requirements as indicated below and bidders must circle the correct answer:

Item No.	Administrative Requirements	Check/Compliance	Non-submission shall result in disqualification
1	Master Bid Document	provided and bound	*YES
2	Electronic Copy USB/CD	provided and bound	**NO
Included in the Bid Document			
3	SCM - SBD 1 - Invitation to Bid	Completed and signed	*YES
4	SCM - SBD 2 - Tax Clearance Certificate Requirements	Attached CSD registration number/SARS PIN and CSD summary report	*YES
5	SCM - SBD 4 - Declaration of Interest	Completed and signed	*YES
6	SCM - SBD 6.1 - Preference Points Claim Form in terms of the Preferential Procurement Regulations 2017	Completed and signed	*YES
7	SCM - SBD 8 – Declaration of Bidder's Past Supply Chain Management Practices	Completed and signed	*YES
8	SCM - SBD 9 - Certificate of Independent Bid Determination	Completed and signed	*YES



Item No.	Administrative Requirements	Check/Compliance	Non-submission shall result in disqualification
9	In case of bids where Consortia / Joint Ventures, Consortia/Joint Venture agreement signed by both parties must be submitted with bid proposal	JV agreement completed and signed, if applicable	*YES

**\*YES** – DEFF reserves the right to reject proposals that are not submitted in the prescribed format or where information presented is illegible or incomplete and will not be further evaluated for Pre-Qualification (Phase 2)

**\*\*NO** – DEFF reserves the right to request such information during the evaluation process of the proposal and such information must be presented within short notice.

### 9.3. PHASE 2: Pre-Qualification Requirements

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

Pre-qualification criteria:	Requirement	Comply Yes or No
	<p>Only Service Provider (s) who are EME or QSE, which are, at least 51% owned by black people will be considered for this bid as per Preferential Procurement Regulations 2017.</p> <p>Service Provider (s) are required to submit an original or certified copy of the B-BBEE Status Level of contributor issued by SANAS only</p> <p style="text-align: center;">OR</p> <p>A CIPC B-BBEE Certificate (downloaded from CIPC) in terms of Codes of good practice” indicating that service provider is an EME/ QSE</p> <p style="text-align: center;">OR</p> <p>An original or certified copy of EME / QSE valid Sworn Affidavit which must be signed by the commissioner of oath and the deponent and must indicate a financial year and an annual turnover.</p>	

Pre-qualification criteria:	Requirement	Comply Yes or No
	<p>Failure to submit an original or certified copy of the B-BBEE Status Level of contributor issued by SANAS Accredited Agency or CIPC Certificate (downloaded from CIPC), or an original or certified copy of a signed and valid Sworn Affidavit will result on bid being non-responsive or disqualified.</p> <p><b>All certified copies of the original documents should have an original certified stamp and signature, a copy of a certified copy will not be accepted</b></p>	

#### 9.4 PHASE 3: Mandatory Requirements

COMPANY ACCREDITATION	ATTACH VALID PROOF	
	YES	NO
Valid accreditation certificate and /or accreditation letter listing the qualification applying for (both certified)		

**NOTE:** Failure to submit proof of company accreditation will result on bid being non-responsive or disqualified

#### 9.5 PHASE 4: Functionality Criteria

9.5.1 Only bid proposals that meets pre-compliance, pre-qualification will be considered to be evaluated on functionality criteria,

9.5.2 Phase 4: The bidder must score a minimum of **75%** during Phase 4 (functionality/technical) of the evaluation to qualify to be enlisted into the panel.

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

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

CRITERIA	SUB-CRITERIA/CLAUSE		MAX SCORE	EVIDENCE
COMPANY EXPERIENCE	<b>This sub criterion covers the experience of the company in the ETD projects completed in the past 10 years.</b>	<b>Indicator</b>	<b>20</b>	Valid reference letters of previous work done with dates and number of training programmes completed
	More than 5 ETD projects successfully completed	5		
	4 ETD projects successfully completed	4		
	3 ETD projects successfully completed	3		

CRITERIA	SUB-CRITERIA/CLAUSE		MAX SCORE	EVIDENCE
	2 ETD projects successfully completed	2		
	1 ETD similar projects successfully completed	1		
	No similar projects successfully completed	0		
PROJECT MANAGEMENT	<b>This sub criterion covers the experience of the proposed Team Leader/Project Manager in Project Management (total duration of professional activity as Project Manager/Team Leader in Project Management).</b>	<b>Indicator</b>	<b>50</b>	Proof of experience in Project Management (CV of the Project Manager/ Team Leader with three contactable references outlining duties and responsibilities in the previous project management work done
	More than 5 years	5		
	4 years and less than 5 years experience	4		
	3 years and less than 4 years experience	3		
	2 years and less than 3 years experience	2		
	1 year and less than 2 years experience	1		
	Less than 1 year experience	0		
HUMAN RESOURCE CAPACITY	<b>This sub criterion covers the HUMAN RESOURCE CAPACITY OF THE COMPANY (Total number of suitably qualified staff (facilitators and registered assessors and Moderators) within the organisation with the ability to conduct any ETD requirements of the Department).</b>	<b>Indicator</b>	<b>30</b>	Copies of CV which outlines previous experience ONLY for Facilitators  Certified copies of qualification certificates and Professional Registrations by Relevant SETA AND/OR SAQA recognised professional bodies for Assessor and Moderators
	5 and more Facilitators/with 1 Assessor and 1 Moderator	5		
	4 Facilitators/with 1 Assessor and 1 Moderator	4		
	3 Facilitators/with 1 Assessor and 1 Moderator	3		
	2 Facilitators/with 1 Assessor and 1 Moderator	2		
	1 Facilitators/with 1 Assessor and 1 Moderator	1		
	No facilitator or Accredited Assessor or Accredited Moderator	0		
			<b>100</b>	

**NB: For the purposes of this panel appointment the service providers will not be expected to provide rates, the schedule of Quantities will only be completed by successful bidders at individual project appointment. Once appointed to the panel, the allocation of work will be done in a form of a request for quotation, where members of the panel will be sent a project specific schedule of quantities for pricing. The service providers will be allocated work based on their submitted prices, where preferable the lowest yet reasonable bidder will be appointed for to undertake the work.**

**9.6. Preference Point System 80/20 – Not Applicable**

9.6.1 The **fourth phase** is to perform an evaluation of Price and BBEE on the bidders, that successful qualified on phase 4 (functional evaluation).

9.6.2 **Calculation of points for price** - The PPPFA prescribes that the lowest acceptable bid will score 80 points for price. Bidders that quoted higher prices will score lower points for price on a pro-rata basis. Where functionality is set as criteria, only bid proposals that meets functionality requirements will be considered to be evaluated on price and B-BBEE.

9.6.3 **Calculating of points for B-BBEE status level of contribution** - Points will be awarded to a bidder for attaining the B-BBEE status level of contribution or a sworn affidavit certified by the commissioner of oath in accordance with the table below:

<b>The following table must be used to calculate the B-BBEE scores (80/20)</b>	
<b>PRICE</b>	
<b>B-BBEE Status Level Contributor</b>	<b>Number of points (80/20)</b>
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non –compliant contributor	0

**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 located in the proposal

- 10.1.2. The information in the CV of the proposed Team Leader and Facilitators should include relevant experience in the chosen area of expertise.
- 10.1.3. Project reference specifying the role played by the service provider in the listed projects or assignments, project value and the duration of the project (start and end date).
- 10.1.4. A detailed Project Plan with clear indication of who will be responsible for the management of the assignment as well as its execution. The allocation of team members on the assignments should be based on the experience in delivering the scope of work as listed.
- 10.1.5. Standard bidding documents (SBD1, 2, 3.3, 4, 6.1, 8 and 9) completed and signed.
- 10.1.6. Tax compliance status requirements and/ or Central Supplier Database (CSD) number or report.
- 10.1.7. Certified copies of identity documents of directors and shareholders of the company.
- 10.1.8. Entity registration Certificate (CK1) and Letter of Authority to sign documents on behalf of the company.
- 10.1.9. The technical proposal including the following:
- A valid copy of the Tax Clearance Certificate or Tax Compliance Status Pin issued by SARS or copy of CSD/ MA Supplier Number.
  - A response to the terms of reference.
  - profile of the company and description of similar work undertaken,
  - numbers, names and CVs of facilitators, assessor (s) and moderator (s) assigned to the project, including their roles and responsibilities,
  - Bid Cover page MUST include the name of the bidder, bid number, qualification applying for, SAQA number, SETA or relevant Authority accredited with and the accreditation reference expiry date (attached as **Annexure B**)
  - Locality form (attached as **Annexure C**)
  - B-BBEE Status Level Verification Certificate / BBEE sworn affidavit
  - Accreditation certificate and/or accreditation letter with the relevant bodies.
  - Assessor registration certificate/s with relevant SETA's
  - Moderator registration certificate/s with relevant SETA
  - Letter of authority to sign documents on behalf of the company/joint venture/Consortium.

## **11. SPECIAL CONDITIONS OF CONTRACT**

- 11.1. The Service Provider will submit soft and/or hardcopy monthly progress reports to the Programme Manager, within 3 days after the end of each month and quarter for the duration of the project. Failure to submit the required reports on time will result in penalties.
- 11.2. Being part of the panel does not guarantee any work from the Department.
- 11.3. The Service Provider/s must guarantee the presence of the proposed resources allocated throughout the duration of the contract. Prior to the appointment of a replacement, the Programme Manager must approve such appointment.
- 11.4. Poor performance/ substandard training by the service provider will result in the notification of such performance and be given an opportunity to rectify, failure thereof will lead to the termination of contract and/or removal from the panel. The Department reserves the right to recover the costs incurred in arranging such training e.g. salaries/wages of attendees and any other costs deemed necessary for the successful execution of the training.
- 11.5. Contracts will be entered into for every project allocated and accepted by the service providers involved.
- 11.6. The service providers enlisted into the panel will be expected to comply register programme participants for an Unemployment Insurance Fund (UIF) and Compensation for Occupational Injuries and Diseases (COIDA) and also be responsible for submission of monthly report for payment of stipend to participants. Such payments (UIF & COIDA) shall be reimbursed by the Department upon submission of proof of payment within the rates prescribed by the Department;
- 11.7. DEFF will not be held responsible for any costs incurred by the service providers in the preparation, presentation and submission of the proposal.
- 11.8. The Project Manager shall do the ongoing management of the Service Level Agreement (SLA).
- 11.9. All the conditions specified in the General Conditions of Contract (GCC) will apply and where the conditions in the special conditions of contract contradicts the conditions in the general conditions of contract the special conditions of contract will prevail.
- 11.10. The proposals should be submitted with all required information containing technical information.

- 11.11. Bidders failing to meet pre-qualification and/or mandatory requirements will automatically be disqualified.
- 11.12. Service Providers are requested to submit the original and valid B-BBEE Status Level Verification Certificate or certified copies thereof issued by verification agencies accredited by SANAS only or an original or certified copy of DTI sworn affidavit in terms of Codes of good practice” indicating that service provider is an EME.
- 11.13. In the event that the application is made by a Joint Venture or Partnership, the accreditation credentials in name of the lead partner should be submitted. Both members in the joint venture must meet the requirement of the proposal. NOTE: The Lead Partner refers to the company that will be enlisted and contracted by the Department.
- 11.14. Intellectual property rights will belong to DEFF.
- 11.15. DEFF reserves the right to award the contract to one or more than one service provider or only part thereof.

## **12. SUB-CONTRACTING CONDITIONS/ REQUIREMENTS**

- 12.1. 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.
- 12.2. The contractor is not allowed to sub-contract after the award more than 25% of the contract value to another enterprise that does not have equal or higher B-BBEE status level, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.

## **13. PAYMENT TERMS**

- 13.1. DEFF undertakes to pay out 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.
- 13.2. No payment will be made where there is outstanding information/work not submitted by the Service Provider/s until that outstanding information is submitted.

**14. TECHNICAL ENQUIRIES**

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

**Name: Mr Philemon Hlagala**

**OR**

**Name: Ms. Ntokozo Sibeko**

Office Telephone No: 012 399 9686

Office Telephone No. (012)-399 9688

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

E-mail: [nsibeko@environment.gov.za](mailto:nsibeko@environment.gov.za)



**ANNEXURE B**

THE ENLISTMENT SERVICE PROVIDERS ON THE PANEL OF ACCREDITED TRAINING SERVICE PROVIDERS VALID FOR THE PERIOD OF 3 YEARS. (attach to all applications submitted)

**BID COVER PAGE**

NAME OF THE BIDDER	
BID NUMBER	
QUALIFICATION APPLYING FOR	
SAQA NUMBER	
SETA/AUTHORITY ACCREDITED WITH	
QUALIFICATION REF NUMBER AS PRESENTED IN ANNEXURE A	
ACCREDITATION EXPIRY DATE	

**ANNEXURE C****LOCALITY FORM- (TO BE FILLED FOR EACH APPLICATION)**

Potential Service Providers are required to indicate preferred provinces for future engagements. It must however be noted that the Department reserves a right to approach Service Providers outside the preferred provinces for future engagements in the event that it is deemed reasonable and necessary.

(Attach to all applications submitted)

<b>CATEGORY</b>	<b>PROVINCE</b>	<b>PUT A CROSS (X) NEXT TO THE PREFERRED PROVINCE</b>
Greening	Limpopo	
	Mpumalanga	
	North-West	
	Gauteng	
	Free State	
	KwaZulu-Natal	
	Western-Cape	
	Northern-Cape	
	Eastern Cape	

Potential Service Providers must complete this part as well.

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Full Names and Surname

Capacity

Signature

Date

# **THE NATIONAL TREASURY**

**Republic of South Africa**



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

**July 2010**

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

**NOTES**

The purpose of this document is to:

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

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

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

## TABLE OF CLAUSES

1. Definitions
2. Application
3. General
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7. Performance security
8. Inspections, tests and analysis
9. Packing
10. Delivery and documents
11. Insurance
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27. Settlement of disputes
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31. Notices
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33. National Industrial Participation Programme (NIPP)
34. Prohibition of restrictive practices

## General Conditions of Contract

### 1. Definitions

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

RSA.

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

obligations of the supplier covered under the contract.

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

## **2. Application**

2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.

2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.

2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

## **3. General**

3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.

3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from [www.treasury.gov.za](http://www.treasury.gov.za)

## **4. Standards**

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

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

5.1 The supplier shall not, without the purchaser’s prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

5.2 The supplier shall not, without the purchaser’s prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.

5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier’s performance under the contract if so required by the purchaser.

5.4 The supplier shall permit the purchaser to inspect the supplier’s records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

## **6. Patent rights**

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



**7. Performance security**

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

**8. Inspections, tests and analyses**

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

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

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

**9. Packing**

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

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

**10. Delivery and documents**

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

10.2 Documents to be submitted by the supplier are specified in SCC.

**11. Insurance**

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

**12. Transportation**

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

**13. Incidental services**

13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

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

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

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

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

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

#### **15. Warranty**

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

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

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

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

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

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

- 16. Payment**
- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.
- 17. Prices**
- 17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.
- 18. Contract amendments**
- 18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.
- 19. Assignment**
- 19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.
- 20. Subcontracts**
- 20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.
- 21. Delays in the supplier's performance**
- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the

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

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

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

## **22. Penalties**

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

## **23. Termination for default**

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

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

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

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

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

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

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

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

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

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

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

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

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

may be due to him

**25. Force Majeure**

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

**26. Termination for insolvency**

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

**27. Settlement of Disputes**

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

**28. Limitation of liability**

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

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



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



# DEPARTMENT OF ENVIRONMENTAL AFFAIRS

## BAS ENTITY MAINTENANCE FORM

### Head Office Only

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

### The Director General

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

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

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

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

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

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

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

### Company / Personal Details

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

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

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

Account Name

Account Number

Branch Name

Branch Number

**Bank screen info**

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

Account Type

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

ID Number

Passport Number

Company Registration Number

\*CC Registration

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

Bank Stamp

**Supplier Contact Details**

Business

Area Code Telephone Number Extension

Home

Area Code Telephone Number Extension

Fax

Area Code Fax Number

Cell

Cell Code Cell Number

Email Address

Contact Person:

Supplier Signature

Print Name

Date (dd/mm/yyyy)

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