



environmental affairs

Department:
Environmental Affairs
REPUBLIC OF SOUTH AFRICA

INVITATION TO BID

BID REFERENCE NUMBER: WB E102

THE ESTABLISHMENT OF PANEL OF ACCREDITED TRAINING SERVICE PROVIDERS / SKILLS DEVELOPMENT SERVICE PROVIDERS TO ASSIST IN THE DEVELOPMENT OF WASTE SECTOR SPECIFIC SKILLS IN SUPPORT OF THE IMPLEMENTATION OF LOCAL GOVERNMENT/MUNICIPAL WASTE MANAGEMENT PLANS AND CAPACITY BUILDING PROGRAMMES ON AN “AS AND WHEN REQUIRED BASIS” FOR FIVE YEARS.

Contact person:

Name: Mr D Vukela

Office Telephone No: (012)-399 8627

E-Mail: DVukela@environment.gov.za

NATIONAL TREASURY CENTRAL SUPPLIER DATABASE (CSD) REGISTRATION INFORMATION

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

CLOSING DATE OF THE BID: 03 JULY 2020 AT 11H00

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	WB E102	CLOSING DATE:	03 JULY 2020	CLOSING TIME:	11:00
DESCRIPTION	THE ESTABLISHMENT OF PANEL OF ACCREDITED TRAINING SERVICE PROVIDERS / SKILLS DEVELOPMENT SERVICE PROVIDERS TO ASSIST IN THE DEVELOPMENT OF WASTE SECTOR SPECIFIC SKILLS IN SUPPORT OF THE IMPLEMENTATION OF LOCAL GOVERNMENT/MUNICIPAL WASTE MANAGEMENT PLANS AND CAPACITY BUILDING PROGRAMMES ON AN "AS AND WHEN REQUIRED BASIS" FOR FIVE YEARS.				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
Department of Environmental Affairs; The Environment House,					
473 Steve Biko Road; Cnr Soutpansberg and Steve Biko Road, Arcadia Pretoria /Tshwane					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Mr Vusi Mthembu /Sizo Ngomane		CONTACT PERSON	Mr D Vukela	
TELEPHONE NUMBER	012 399 9201 / 012 399 9070		TELEPHONE NUMBER	(012)-399 8627	
FACSIMILE NUMBER	N/A		FACSIMILE NUMBER	N/A	
E-MAIL ADDRESS	vmthembu@environment.gov.za / sngomane@ewnviroment.gov.za		E-MAIL ADDRESS	DVukela@environment.gov.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	[TICK APPLICABLE BOX] <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	
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]	
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NODOES	
THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NOIS THE ENTITY	
LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				<input type="checkbox"/> YES <input type="checkbox"/> NO	

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.

**PART B
TERMS AND CONDITIONS FOR BIDDING**

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

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

SIGNATURE OF BIDDER:

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

DATE:

PRICING SCHEDULE
(Professional Services)

NAME OF BIDDER:	BID NO: WB E102
CLOSING TIME 11h00	CLOSING DATE: 03-07-2020

OFFER TO BE VALID FOR90.....DAYS FROM THE CLOSING DATE OF BID.

DESCRIPTION: THE ESTABLISHMENT OF PANEL OF ACCREDITED TRAINING SERVICE PROVIDERS /SKILLS DEVELOPMENT SERVICE PROVIDERS TO ASSIST IN THE DEVELOPMENT OF WASTE SECTOR SPECIFIC SKILLS IN SUPPORT OF THE IMPLEMENTATION OF LOCAL GOVERNMENT/MUNICIPAL WASTE MANAGEMENT PLANS AND CAPACITY BUILDING PROGRAMMES ON AN "AS AND WHEN REQUIRED BASIS" FOR FIVE YEARS.

**(ALL APPLICABLE TAXES INCLUDED)

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

R.....

4. PERSON AND POSITION

	HOURLY RATE	DAILY RATE
--	-------------	------------

.....	R.....
.....	R.....
.....	R.....
.....	R.....
.....	R.....

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

.....	R..... days
.....	R..... days
.....	R..... days
.....	R..... days

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

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

TOTAL: R.....

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

Name of Bidder:

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

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

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

*[DELETE IF NOT APPLICABLE]

Any enquiries regarding bidding procedures may be directed to the –

Department of Environmental Affairs

Contact Person: Mr Vusi Mthembu / Mr Sizo Ngomane

Tel: (012) 399 9201 or (012) 399 9070

E-mail: vmthembu@environment.gov.za or sngomane@environment.gov.za

Or for technical information –

Name: Mr D Vukela

Office Telephone No: (012) 399 8627

E-Mail: DVukela@environment.gov.za

SBD 4

DECLARATION OF INTEREST

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

¹"State" means –

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

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

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

2.7.1 If so, furnish the following particulars:

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

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

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

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

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

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

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

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

2.8.1 If so, furnish particulars:

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

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

2.9.1 If so, furnish particulars.

.....

4 DECLARATION

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

This document must be signed and submitted together with your bid

THE NATIONAL INDUSTRIAL PARTICIPATION PROGRAMME

INTRODUCTION

The National Industrial Participation (NIP) Programme, which is applicable to all government procurement contracts that have an imported content, became effective on the 1 September 1996. The NIP policy and guidelines were fully endorsed by Cabinet on 30 April 1997. In terms of the Cabinet decision, all state and parastatal purchases / lease contracts (for goods, works and services) entered into after this date, are subject to the NIP requirements. NIP is obligatory and therefore must be complied with. The Industrial Participation Secretariat (IPS) of the Department of Trade and Industry (DTI) is charged with the responsibility of administering the programme.

1 PILLARS OF THE PROGRAMME

- 1.1 The NIP obligation is benchmarked on the imported content of the contract. Any contract having an imported content equal to or exceeding US\$ 10 million or other currency equivalent to US\$ 10 million will have a NIP obligation. This threshold of US\$ 10 million can be reached as follows:
- (a) Any single contract with imported content exceeding US\$10 million.
or
 - (b) Multiple contracts for the same goods, works or services each with imported content exceeding US\$3 million awarded to one seller over a 2 year period which in total exceeds US\$10 million.
or
 - (c) A contract with a renewable option clause, where should the option be exercised the total value of the imported content will exceed US\$10 million.
or
 - (d) Multiple suppliers of the same goods, works or services under the same contract, where the value of the imported content of each allocation is equal to or exceeds US\$ 3 million worth of goods, works or services to the same government institution, which in total over a two (2) year period exceeds US\$10 million.
- 1.2 The NIP obligation applicable to suppliers in respect of sub-paragraphs 1.1 (a) to 1.1 (c) above will amount to 30 % of the imported content whilst suppliers in respect of paragraph 1.1 (d) shall incur 30% of the total NIP obligation on a *pro-rata* basis.
- 1.3 To satisfy the NIP obligation, the DTI would negotiate and conclude agreements such as investments, joint ventures, sub-contracting, licensee production, export promotion, sourcing arrangements and research and development (R&D) with partners or suppliers.

- 1.4 A period of seven years has been identified as the time frame within which to discharge the obligation.

2 REQUIREMENTS OF THE DEPARTMENT OF TRADE AND INDUSTRY

- 2.1 In order to ensure effective implementation of the programme, successful bidders (contractors) are required to, immediately after the award of a contract that is in excess of **R10 million** (ten million Rands), submit details of such a contract to the DTI for reporting purposes.

- 2.2 The purpose for reporting details of contracts in excess of the amount of R10 million (ten million Rands) is to cater for multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as provided for in paragraphs 1.1.(b) to 1.1. (d) above.

3 BID SUBMISSION AND CONTRACT REPORTING REQUIREMENTS OF BIDDERS AND SUCCESSFUL BIDDERS (CONTRACTORS)

- 3.1 Bidders are required to sign and submit this Standard Bidding Document (SBD 5) together with the bid on the closing date and time.

- 3.2 In order to accommodate multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as indicated in sub-paragraphs 1.1 (b) to 1.1 (d) above and to enable the DTI in determining the NIP obligation, successful bidders (contractors) are required, immediately after being officially notified about any successful bid with a value in excess of R10 million (ten million Rands), to contact and furnish the DTI with the following information:

- Bid / contract number.
- Description of the goods, works or services.
- Date on which the contract was accepted.
- Name, address and contact details of the government institution.
- Value of the contract.
- Imported content of the contract, if possible.

- 3.3 The information required in paragraph 3.2 above must be sent to the Department of Trade and Industry, Private Bag X 84, Pretoria, 0001 for the attention of Mr Elias Malapane within five (5) working days after award of the contract. Mr Malapane may be contacted on telephone (012) 394 1401, facsimile (012) 394 2401 or e-mail at Elias@thedti.gov.za for further details about the programme.

4 PROCESS TO SATISFY THE NIP OBLIGATION

- 4.1 Once the successful bidder (contractor) has made contact with and furnished the DTI with the information required, the following steps will be followed:
- a. the contractor and the DTI will determine the NIP obligation;
 - b. the contractor and the DTI will sign the NIP obligation agreement;

- c. the contractor will submit a performance guarantee to the DTI;
- d. the contractor will submit a business concept for consideration and approval by the DTI;
- e. upon approval of the business concept by the DTI, the contractor will submit detailed business plans outlining the business concepts;
- f. the contractor will implement the business plans; and
- g. the contractor will submit bi-annual progress reports on approved plans to the DTI.

4.2 The NIP obligation agreement is between the DTI and the successful bidder (contractor) and, therefore, does not involve the purchasing institution.

Bid number	Closing date:.....
Name of bidder.....	
Postal address	
.....	
Signature.....	Name (in print).....
Date.....	

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

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

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

1. GENERAL CONDITIONS

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

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

1.2

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

1.3 Points for this bid shall be awarded for:

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

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

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

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

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

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

5. BID DECLARATION

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

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

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

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

7. SUB-CONTRACTING

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

(*Tick applicable box*)

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

7.1.1 If yes, indicate:

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

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

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

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

(*Tick applicable box*)

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

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

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

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

8. DECLARATION WITH REGARD TO COMPANY/FIRM

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

8.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

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

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

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

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

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

WITNESSES
1.
2.

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

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

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

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

SBD 8

CERTIFICATION

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

Js365bW

CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

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

I certify, on behalf of: _____ that:

(Name of Bidder)

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

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

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

Js914w 2



environmental affairs

Department:
Environmental Affairs
REPUBLIC OF SOUTH AFRICA

DEPARTMENT OF ENVIRONMENT, FORESTRY AND FISHERIES (DEFF) 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

FOR THE ESTABLISHMENT OF PANEL OF ACCREDITED TRAINING SERVICE PROVIDERS/SKILLS DEVELOPMENT SERVICE PROVIDERS TO ASSIST IN THE DEVELOPMENT OF WASTE SECTOR SPECIFIC SKILLS IN SUPPORT OF THE IMPLEMENTATION OF LOCAL GOVERNMENT/MUNICIPAL WASTE MANAGEMENT PLANS AND CAPACITY BUILDING PROGRAMMES ON AN "AS AND WHEN REQUIRED BASIS" FOR A PERIOD OF FIVE YEARS

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1. PURPOSE

- 1.1 The Department of Environmental Affairs (DEA) seeks to appoint accredited training provider's/lead skills development service providers for the development, implementation, management and the roll out of various waste skills programs, artisanship, learner-ships, and internship programs for a period of five (5) years for the waste sector and in support of the implementation of local government / municipal waste management plans and capacity building programmes.
- 1.2 DEA intends to appoint a panel of service providers that meet the requirements of this bid process and provide service encompassing generic, core and technical training. The panel will be aligned to areas of specialisation, meaning that the bidder will indicate area of speciality and submit documents in response relevant to that area of speciality. However, the lead project manager should be in a position to raise funds from various sources and manage such areas of speciality accordingly.
- 1.3 The final number of Service Providers appointed to the panel will be dependent on the quality of tenders submitted, the resultant scores achieved and the core shared (70/30) rates or prices submitted by the respective bidders, as defined later in this bid document. Where applicable, the Department will fund projects end to end.
- 1.4 Once the panel is established, a process of proportional allocation will be used to allocate new training projects to the panel, considering the Service Providers current workload, available resources and experience. Bidders will be afforded opportunity to prove capabilities in the delivery of training. Being part of the panel does not guarantee any work from DEA.
- 1.5 The Service Providers will be required to confirm the availability of specific resources like accredited subject specialists and facilitators as part of training allocation and contracting process, as and when such process is undertaken. Not having suitable resources at the time of project allocation, could result in a Service Provider being passed over until the next round of training project allocations.

2. INTRODUCTION AND BACKGROUND

- 2.1 According to the Environmental Sector Skills Plan (DEA, 2010, p. 12), "the new Waste Management Act requires a re-skilling of all waste practitioners in the country to adopt a 'cradle to cradle approach' to waste management". The most widely cited skills need associated with implementing legislation are: integrative and predictive skills; monitoring and risk assessment skills; specialist scientific and management skills; social and ethical skills (amongst others); compliance and inspection skills; *as well as* specific technical skills required for servicing particular legislative frameworks.
- 2.2 Biodiversity related 'green jobs' and waste management green jobs are both areas of potential for green economy development (DEA, 2010). Within the IPAP 2 are a number of key imperatives to: reduce poverty; do more with less; make more of what we have; and reduce

energy and water usage. These drivers, together with international trends towards a low carbon future, are shaping industrial development policy, and associated skills development demands (DEA, 2010). Accordingly, municipalities were found to be short of water, sanitation, air quality and waste management specialist technical skills, and capacity for planning and implementation of sustainable human settlements and/or sustainable rural development (DEA, 2010).

2.3 Section 34A (1) of the National Environmental Management: Waste Amendment Act: 2014, (Act No. 26 of 2014) (NEMWAA 2014) established the Waste Management Bureau as the Department's specialist implementation agent for waste management in South Africa. Furthermore, Section 34 of NEMWAA 2014 provides, *inter alia*, that the Waste Management Bureau, henceforth referred to as WB, should promote the best practices to facilitate minimisation, re-use, recycling and recovery of waste. Section 34 (D) and (E) of the NEMWAA 2014 mandated the WB to progressively support local government in strengthening its capability for the development of waste specific sector skills and in support of the implementation of the municipal waste management plans and capacity building programmes.

2.4 The development of specific skills in the waste sector, include training and development of young South Africans at primary, secondary and tertiary levels of education is a critical enabler for the growth of the country's economy. Employees who are already in the waste sector could also benefit immensely, through in-service training and skills development in their respective area of work by enhancing their qualifications toward waste specific in-service training interventions that are accredited by the South African Qualifications Authority (henceforth referred to as SAQA). Such waste specific training interventions will create a pool of qualified individuals who will be ready to join the job market in institutions such as municipalities, provincial and national departments and other waste focussed institutions in South Africa.

3. OBJECTIVE OF THE PROPOSAL

3.1 The main objective of this initiative is to invite accredited training provider's/lead skills development service providers for the development, implementation, management and the roll out of various waste skills programs, artisanship, learner-ships, and internship programs for a period of five (5) years for the waste sector, in support of the implementation of local government waste management plans and as part of the municipal waste management capacity building programmes.

4. SCOPE AND EXTENT OF WORK

4.1 The scope of work to be executed by the accredited service provider's/lead skills development service providers is indicated hereunder, but not limited to the following:

- The development, implementation, management, training and the roll out of various waste specific skills programs, artisanship, learnerships, and internship programs for the waste

sector, in support of the implementation of local government waste management plans and as part of the municipal waste management capacity building programmes;

- Raise skills development funding from potential funders (local or international), public and private sectors for the necessary funding requirements in respect of match funding or end to end funding for capacity building programs or skills programs. This is in accordance to subsection section 2.2 (b) and (c) of the Skills Development Act (Act No. 97 of 1998) which encourages partnerships between the public and private sectors of the economy to provide education and training for the workplace; and co-operation with the South African Qualifications Authority (SAQA), respectively;
- To identify potential waste sector untapped employment opportunities that can be created whilst rendering service;
- Unlock the waste sector to contribute significantly to job creation through skills development;
- Create opportunity for the training and retraining of young and poor people to enter the waste sector as entrepreneurs or access to formal employment, regardless of the level of education or skills set, and capital requirements;
- Identify priority skills set that need to be implemented for the waste sector in consultation with the Department / Waste Management Bureau.

5. PERIOD / DURATION OF PROJECT / ASSIGNMENT

- 5.1 Due to the nature of work at hand and the varying skills accreditation periods for the relevant qualifications, the period for the enlistment of the Panel is five years. It must be noted that the enlistment is in no way a guarantee that a Service Provider will be awarded a contract, as such award is based on the prioritization of the skills required and securing the funding from the potential funders, as and when necessary.

6. EXPECTED DELIVERABLES / OUTCOMES

- 6.1. The expected outcomes for this initiative is the development, implementation, management and the roll out of various waste sector skills programs, artisanship, learnerships, and internship programs, in support of the implementation of local government waste management plans and as part of the municipal waste management capacity building programmes.
- 6.2. The service provider/s shall be responsible to secure and manage skills development co-funding from various sources through public private partnership engagements and submit the relevant reports. The securing of co-funding is a key element for the successful implementation of the waste sector skills development.
- 6.3. Successful service providers shall be responsible for the recruitment, selection, appointment and placement of trainees. Where applicable, the service provider/s shall also appoint accredited training providers, facilitate payment of stipends, as well as to submit disbursements and stipends reconciliation reports. Service providers shall also conduct site visits to monitor

progress of learners, coordinate monthly meetings with all stakeholders, and submit monthly/quarterly progress reports.

- 6.4. The service providers must submit proposals that clearly state potential funders/partners that they will approach to secure funding for the project. Furthermore, a project plan should be submitted to demonstrate how the development, implementation, management and the roll out of training interventions on various waste skills programs, artisanship, learner-ships, and internship programs will be conducted.
- 6.5. The service providers shall manage and resolve all enquiries for the project. They shall provide electronic document management system for the administration of the skills programmes, maintain learner records and prepare close out reports for every project.
- 6.6. Other outputs and expected deliverables will include
 - i) Delivery/provision of all the DEA SAQA service requirements as per scope, as and when required as stipulated by the DEA
 - ii) Delivery of the final versions of the training material to be used per training session/programme in a professional format (hard cover file)
 - iii) Consistent, accurate and timely execution of all aspects of required scope
 - iv) Consistent and dedicated availability for meetings, as and when required with the relevant DEA authorized officials
 - v) Production and delivery of status reports to DEA detailing the number of SAQA services completed/executed and what is in the pipeline for the remainder of the chosen period as discussed with the DEA.
 - vi) Production and delivery of training reports post each training session/programme detailing the outcomes of the session/programme, any issues, concerns, action items, etc.
 - vii) Ensure that all SAQA needs and requirements of the DEA are met within the given timelines and to the specifications provided by the DEA
 - viii) Production and delivery of a final report (2 copies) with an overview of the total work of the contract completed to the DEA not later than 14 days after the conclusion and/or termination of contract. This is to include breakdown of each training session/programme, number of trainees, shared costs (70/30) etc.

7. DETAILED PROGRAMME REQUIREMENTS

7.1. Programme Accreditation

- i) All 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 relevant Sector Education and Training Authority (SETA). Service providers may also submit training needs / cases where they are not aligned to unit standards, in order to support municipalities (e.g performance management etc.)
- ii) Proof of such a SETA accredited programme must be attached as part of the mandatory requirements.

- iii) Should there be other Unit Standards that might be relevant and that are not as per those specific Unit Standards ID's referred to below, these can also be submitted, provided there is proof of such accreditation attached to the bid

7.2. Training Equipment

- i) All training equipment and stationery must be supplied by the training service provider (e.g., laptops, data projectors, flip chart paper, permanent markers, white board markers, exam pad paper, pens/pencils, etc.)

7.3. Training Venues

- i) Generally, training venues will be provided by DEA or other public sector entities through a motivation using National Treasury cost cutting measure circular. However, training venues must be proposed by the service provider in the case of certain courses where training equipment is required e.g. Computer training and will be discussed and finalised upon appointment of service provider
- ii) Training venues proposed must be able to accommodate a minimum of 15 learners.

7.4. Overheads

- i. Training Material hand-outs, pens, equipment and visual enhancement for delivery etc.
- ii. The scope of appointment must include the cost of catering of trainees per person
- iii. Travel costs from the registered business address to DEA training venues.

7.5. Facilitators

- i) Training Service Providers must indicate their capacity in terms of the number of qualified facilitators available to render the training required
 - a. Number of full time facilitators in their service
 - b. Number of part time facilitators who are contracted to present training
 - c. Qualifications and Professional Registrations of all facilitators
 - d. Accreditation certificates of all facilitators who will be responsible for executing the required training, must be attached to the bid

7.6. Training Material

- i) All Training material must be:
 - a. of high quality (clearly visible, accurate, and in a good format - preferably hard cover files)
 - b. at the correct standard required/provided by the SETA
 - c. sent to the DEA authorized officials a week prior to the actual training session for approval

7.7. Administrative Arrangements

- i) It must be noted that DEA will also assist the service providers on the panel who are awarded training contracts, with the following:

- a. All requirements regarding the type of training services needed
 - b. Dates and times for the required training services
 - c. Instructions for all requirements including special arrangements
 - d. Required times for all meetings and arrangements etc.
- ii) All of these arrangements will be provided to the service providers either telephonically, email or in person. The best method of communication is to be discussed and finalized upon appointment of successful bidder.
 - iii) All other arrangements i.e., specific venues and for the training sessions will also be discussed upon appointment of successful bidder.

7.8. Approach and Methodology

- i) The Approach and Methodology must provide a detailed work plan with specific reference to the following:
 - a. Pre-Visits
 - b. Recognition of Prior Learning
 - c. Customisation of material (how will the content be relevant and suitable to the DEA context)
 - d. Assessments (what and how will assessments be conducted)
 - e. Tracking of attendance (registers, etc.)
 - f. Training Reports (examples of Training Reports that must be submitted after each training session)
 - g. Certification (what certification of competence will be issued)
 - h. Monitoring and tracking (how will the execution of the scope be tracked and presented to the DEA)
 - i. And any other relevant submissions not included above

7.9. Consistency of SAQA Service Provision

- i) The service provider must ensure that all SAQA services are presented/facilitated in a consistent and coherent manner and is easy to understand (i.e., the look, feel, tone, etc. must be consistent)
- ii) The content must be that which has been discussed and approved by the DEA authorized officials
- iii) The service provider /panel must ensure that the messages sent to the audiences/trainees are clearly linked with their job objectives and maintain the reputation of the DEA as a world class organization

7.10. Language Requirements

- i) The service provider must be able to produce and deliver/present/facilitate the training material in any official South African language as and when required by the DEA and ensure that the content reads the same as produced in English

- ii) For all intents and purposes, English will be the default language used for the required SAQA services
- iii) Should there be any instance where a different language other than English is requested by the DEA and it is found that the content reads differently from what was initially provided, the DEA will terminate the contract and recover all costs incurred from the service provider for such.

7.11. Performance Requirements

As part of fulfilling the scope the service providers must:

- i) Deliver a comprehensive SAQA service adhering to the DEA's context, requirements and content (if any) provided. If and should there be any Copyright in all work provided by the service provider/panel; it will remain with the DEA.
- ii) Provide a breakdown of all costs for all work, to the DEA authorized officials and to be as per the prices provided in the Pricing schedule.
- iii) Ensure that all work is executed within/on the times and/or deadlines as agreed upon with the DEA. In addition to the mentioned, the DEA will on certain occasions require the certain services (to be determined and discussed upon appointment) to be carried out urgently and the service provider will be responsible for the completion/delivery/execution of the work within the agreed turnaround period with the DEA.
- iv) Provide other related services complementary to those identified in the scope. These may include but are not limited to providing SAQA advisory services and any others as and when required by DEA.
- v) Confirm that they understand individual briefs and/or requirements by discussing them with the DEA's authorized officials and ensure that they have all the information they require to undertake the work
- vi) Ensure response to SAQA briefs within the times agreed on with the DEA authorized officials and finalized within the work plan to be developed / provided
- vii) Work with the DEA authorized officials/members to ensure requirements are being satisfied continuously throughout the period of the contract
- viii) Conduct final checks on the content and layout and other related material before sending it to the appropriate DEA authorized officials/members for finalization and sign-off. This will include a check to ensure that the brief has been addressed; that the DEA's guidelines, instructions and content provided have been adhered to; all typographical errors corrected and that the correct logos and specifications have been used etc.
- ix) Ensure that there is a detailed cost breakdown for each SAQA service executed and is tracked as per the work plan provided and is attached on every invoice sent to the DEA for work executed when required.
- x) Ensure that no expenditure (DEAs portion, Co-funding either 20% or 10%) will be incurred without prior approval from authorized DEA officials

7.12. **Ongoing Evaluation, Monitoring and Management**

The DEA expects the successful service providers to satisfy all of the requirements outlined and to deliver a professional, accurate and value for money service. The service providers must also:

- i) Attend meetings with the DEA authorised officials as and when required and produce a report detailing actions and deadlines for all meetings with the DEA as a meeting output;
- ii) Provide an update to the DEA authorized officials outlining the status of all activities for SAQA services as and when requested by the DEA (may be requested as per the work plan);
- iii) Notify the DEA authorized officials before commencing any work and seek written sign-off before going into design, production/development and execution;
- iv) Notify and/or make aware the DEA authorized officials/members of any delays, issues, problems that may, will delay the execution and delivery of scope activities at any point, adequately early upon discovery of such so as to allow for time to mitigate and recover the work plan and agreed timelines;
- v) Notify the DEA authorized officials of any special arrangements with regards to holiday periods and/or special days;
- vi) Rework any errors/unacceptable work at no cost to the DEA and within the agreed times. Where the DEA requires changes to be made, the service provider shall do so in the timelines agreed with the DEA;
- vii) Treat information provided by the DEA as being private and confidential and attempt to and resolve any issues expeditiously and to the satisfaction of both parties.

7.13. **Quantities**

- i) Due to the uncertainty and fluctuation of the DEA's requirements, no indication can be given as to the quantities of the SAQA interventions which will be required under this contract.
- ii) Hence, there are no specific quantities of the number of SAQA services. However commitment is given by the DEA that Training will be undertaken as and when required during the course of the five (5) years.
- iii) In addition to the above, there is no minimum number of trainees provided by the DEA for any specific training program and thus there is no guarantee of any number of trainees per training program requested.
- iv) The service provider shall be bound to execute all of the required quantities of scope as needed by the DEA during the period of the contract; in this case "As and When" required for a duration of the contract, irrespective of the extent by which the total quantities ordered may vary from those stated, if any; maintaining that the bidders will be required to supply the requirements for such quantities as may be required by the DEA from time to time during the contract period.

7.14. Time for Placing of Orders

Orders for the required services will be issued during the period commencing from date of short-listing onto the panel until to the end of contract

7.15. Time and Method of Service Delivery/Provision

- i) All work executed must be completed within the times as agreed between DEA and the service provider upon appointment. In general, the standard working hours apply (i.e. 08:00 to 16:00) Monday to Friday and all work must only be executed when ordered upon an official letter, purchasing order or form of order issued or as amended from time to time by the DEA.
- ii) If necessary, the service provider will be permitted to execute and deliver the work to authorized DEA officials outside the above working hours with no additional payment (i.e. using the same rates).
- iii) Provision and/or drop off of all documentation must be conducted by an authorized member of the service provider team as agreed with the DEA

7.16. Accuracy of Documents/Services Provided

- i) The service provider must ensure that all documents delivered to the DEA office are accurate and will be verified by the DEA official at the office being delivered to upon receipt of such
- ii) No invoice will be passed for payment if there are any alterations other than one made by the DEA authorized official and/or a reduction made by an employee of the DEA
- iii) Reports will be checked for accuracy as per SAQA session and work plan, copies submitted and verbal communications between the service provider and the DEA authorized official/members and if there are any discrepancies, these will be noted by the DEA official and will either request that the service provider team member return to receive the documents with the notes for revision and brought back for acceptance and sign off by the DEA or will notify the service provider of the discrepancies and request that a revised document/s with the noted changes be delivered for acceptance and sign off by the DEA
- iv) All training material will also follow the same process as mentioned above, should it be and if required by the DEA

7.17. Rejection of Services Provided

- i) All services providers to the DEA must ensure conformity to the applicable SAQA standards/codes and National Governmental Acts where such exists. The following is to be complied with:
 - a. The South African Qualifications Authority (SAQA) standards/codes;
 - b. The relevant Education and Training Quality Assurance Body (ETQA) that they are registered with;

- c. The Department of Higher Education for certain full qualifications where necessary;
 - d. The National Qualifications Framework (NQF);
 - e. The relevant Sector Education and Training Authority (SETA) or professional body for SAQA programmes.
- ii) The above standards/codes to be complied with notwithstanding any further standards to be disclosed by the bidder/agency to DEA. Certificates of compliance to such standards/codes and registration with approved agencies/authorities/bodies are to be disclosed to the DEA.
 - iii) It is the responsibility of the service provider to ensure that the SAQA services provided conforms to the specifications provided by the standards/codes/acts as mentioned above and is appropriate or else will be rejected.
 - iv) Random checks/assessments of work / final copies and/or previous works provided will be conducted by the DEA's representative and evaluated in accordance with the relevant standards/codes/acts and/or DEA standard specification or such a standard as preferred by the DEA on an ad hoc basis.
 - v) If any of these fails to comply with the specification as deemed by such an individual, the work will be rejected and must be returned for rework/changes immediately at the service provider's /panel's expense or if already completed; damages will be recovered from the service provider by the DEA.

8 TRAINING COURSES REQUIRED BY DEA

- 8.1 Service providers are expected to submit SAQA/SETA compliant skills development/ training proposals in consultation with the DEA/ Waste Bureau, in the format indicated as per the table hereunder:

ITEM NO.	SKILLS DEVELOPMENT / TRAINING INTERVENTION	UNIT STANDARD ID
1	To be provided by service provider	To be provided by service provider
2		
3		
4		
5		
6		
7		
8		
9		
10		

9. COSTING/COMPREHENSIVE BUDGET

- 9.1. Quotations will be requested from the successful panellists for the development, implementation, management and the roll out of various prioritised waste skills programs, artisanship, learner-ships, and internship programs for a period of five (5) years.
- 9.2. The financial allocation provided by the DEA will not exceed 70% of the total costs (indirect and direct). The balance of 30% must be financed from the service provider's own resources or from other sources.
- 9.3. The 30% contributions can either be in cash or in-kind and must be broken down as follows;
 - 9.3.1. A maximum of 20% contribution can be in-kind and must be eligible as per detailed costing as defined below;
 - 9.3.2. A maximum of 10% contribution can be in cash and must be eligible as per detailed costing as defined below
- 9.4. Project costing eligibility.
 - 9.4.1. **Eligible direct cost** must meet the following criteria and the cost must
 - be necessary for carrying out the project, be provided for in the pricing schedule and comply with the principles of sound financial management, in particular value for money and cost-effectiveness;
 - have actually been incurred by the service providers during the implementing period for the project;
 - be recorded in service providers account and be identifiable and verifiable, and be backed by originals of supporting documents;
 - the cost of staff assigned to the project, corresponding to actual salaries plus social security charges and other remuneration-related costs; salaries and costs must not exceed those normally borne by the service providers, as the case may be;
 - travel and subsistence costs for staff taking part in the project, provided that do not exceed those normally borne by the service provider;
 - the cost of consumables (hand outs, pens etc.), training materials, supplies (equipment, visual enhancement etc.) per person must be provided at the market relates costs; and
 - the costs arising directly from the requirements of the contract such as dissemination of information, evaluation of specific action, translation, printing etc.

- 9.4.2. **Eligible indirect costs** - must meet the following criteria and the cost must

- Phase 1: Pre-compliance
- Phase 2: Mandatory requirements
- Phase 3: Functionality
- Phase 4: Price and BBBEE

10.2. PHASE 1: Pre-compliance or Initial Screening

10.2.1. During this phase bid documents will be reviewed to determine the compliance with 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.

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

Item No.	Administrative Requirements	Check/Compliance	Non-submission may result in disqualification?
1	Master Bid Document	provided and bound	YES
2	1 Copy of Bid Document	provided and bound	NO
3	Electronic copy (Discs Preferred)	Provided and similar to Master Bid Document	NO
Included in the Bid Document			
4	SCM - SBD 1 - Invitation to Bid	Completed and signed	
5	SCM - SBD 2 - Tax Clearance Certificate Requirements	CSD registration number/SARS PIN and CSD summary report	YES
6	SCM - SBD 4 - Declaration of Interest	Completed and signed	YES
7	SCM - SBD 6.1 - Preference Points Claim Form in terms of the Preferential Procurement Regulations 2017	Completed and signed, supported by B-BBEE Certificate if applicable or Affidavit if applicable	NO
8	SCM - SBD 8 – Declaration of Bidder's Past Supply Chain Management Practices	Completed and signed, supported	YES
9	SCM - SBD 9 - Certificate of Independent Bid Determination	Completed and signed	YES
10	SCM - SBD 3,3 - Pricing Schedule (Not relevant)-Delete)	Completed and signed (Sealed in a separate envelop marked Pricing Schedule)	YES
11	Comprehensive Curriculum Vitae (CV) – Facilitators, Assessors and Moderators	In case where submitted CV's of personnel from other companies, bidders must indicate if the personnel are sub-contracted or employed full time or part-time, and	NO

Item No.	Administrative Requirements	Check/Compliance	Non-submission may result in disqualification?
		indicate the period of the engagement with the bidder. A signed agreement between two parties or an agreement between personnel and a company must be included with the proposal.	

***YES** – DEA 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 Mandatory (Phase 2)

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

10.3. PHASE 2: Mandatory Criteria

10.3.1. Bidders must complete the section below by answering No or Yes, if yes, please attach proof.

Pre - Qualification Criteria	Requirement	Comply Yes or No	
	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. Service provider (s) are required to submit an original or certified copy of the EME or QSE B-BBEE Status Level of contributor issued 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/ QSE. Failure to submit B-BBEE Status Level of contributor will result on bid being non-responsive or disqualified.	YES	NO
Bidders are to attach valid Accreditation Certificate of registration of Service Provider from the Sector Education and Training Authority (SETA).	YES	NO	

10.4. PHASE 3: Functional Criteria

10.4.1. Phase 3: The bidder must score a minimum of **75%** during Stage 1 (functionality / technical) of the evaluation to qualify for Phase 3 of the evaluation where only points for price and B-BBEE will be considered.

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

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

PHASE 3	FUNCTIONALITY	WEIGHT
A proposed project plan, Methodology	Bidder’s understanding of the brief and proven experience in development, implementation, management and the roll	30

PHASE 3	FUNCTIONALITY	WEIGHT
and Management of the development, implementation, management and the roll out of various of skills programs, artisanship, learner-ships, and internship programs	out of various of skills programs, artisanship, learner-ships, and internship programs	
	Proposed Methodology for the execution of the project	
	A detailed project plan and action plan on how the development, implementation, management and the roll out of training interventions on various waste skills programs, artisanship, learner-ships, and internship programs will be conducted.	
	Management approach for the project, with Intermediate and final outputs, as well as milestones / timeframes	
	Project plan, methodology and project management approach for the training / skills development	Indicator
	Project plan, methodology, management approach and action plan well broken down; with detailed objectives and milestones.	5
	Project plan and methodology, action identification basic; clear objectives and clear milestones.	4
	Action plan provided with no deliverables and timeframes.	3
	Limited information provided on the action plan	2
	Task not well understood.	1
No information provided	0	
Technical Capability/ expertise of key personnel (to be assigned for the development, implementation, management and the roll out of various of skills programs, artisanship, learner-ships, and internship programs	Panellist (s) are required to demonstrate that they have the Lead Project Manager with extensive / demonstrable experience in skills development partnerships between the public and private sector stakeholders to provide education and training in and for the workplace and co-operation with the relevant SETA's / SAQA, raising funds, as well as managing the relevant budget allocations for the projects executed.	
	Lead Project Manager with extensive experience in managing skills development project public private partnerships, raising funds and managing allocated budgets	Indicator
	More than 8 years experience	5
	6 and less than 8 years' experience	4
	4 and less than 6 years' experience	3
	3 and less than 4 years' experience	2
	1 and less than 3 years' experience	1
	Less than 1 year experience	0
Qualification of the Lead Project Manager	Panellist (s) are required to submit certified copies of the Qualifications and Professional Registrations of the proposed Lead Project Manager	
	Qualifications of Lead Project Manager	Indicator

PHASE 3	FUNCTIONALITY		WEIGHT
	Honors Degree / Masters Degree in the field of expertise	5	
	Degree in the field of expertise	4	
	Diploma in the field of expertise	3	
	Certificate in the field of expertise	2	
	No qualification (s) attached/ submitted	0	
Certified Qualifications / Training Qualifications of key personnel to be assigned for the development, implementation, management and the roll out of various of skills programs, artisanship, learner-ships, and internship programs	Relevant qualifications and/or SETA accreditation, cv's for facilitators, assessors and moderators as follows:		15
	One (1) CV for Moderators with qualification		
	One (1) CV for Facilitators with qualification		
	One (1) CV for Assessors with qualification or accreditation		
	Qualifications of key personnel	Indicator	
	An honours, Master, Doctoral or equivalent qualification (s) with accreditation	5	
	A degree qualification (s) with accreditation	4	
	A three year diploma qualification (s) with accreditation	3	
	Two years diploma/ qualification (s) with accreditation	2	
	Certificate with (s) with accreditation	1	
No qualification (s) attached/ submitted	0		
The company's experience, track record and knowledge in the development, implementation, management and the roll out of various of skills programs, artisanship, learner-ships, and internship programs	Panellist (s) are required to demonstrate relevant past experience and competency of the company in the development, implementation, management and the roll out of various of skills programs, artisanship, learner-ships, and internship programs		15
	Company experience in the development, implementation, management and the roll out of various of skills programs, artisanship, learner-ships, and internship programs	Indicator	
	6 years 'or more experience	5	
	5 and less than 6 years' experience	4	
	4 and less than 5 years' experience	3	
	3 and less than 4years' experience	2	
	1 and less than 3 years' experience	1	
	Less than 1 year	0	
Reference letters	Panellist (s) should submit at least Five (5) reliable contactable signed reference letters.		10

PHASE 3	FUNCTIONALITY		WEIGHT
	(Letter must be in the Company Letterhead, have contact information and indicate/confirm as to whether, projects of a similar scope which were successfully completed in the previous years for the development, implementation, management and the roll out of various of skills programs, artisanship, learner-ships, and internship programs)		
	Company experience in the development, implementation, management and the roll out of various of skills programs, artisanship, learner-ships, and internship programs	Indicator	
	Five (5) Reference letters	5	
	Four (4) Reference letters	4	
	Three (3) Reference letters	3	
	Two (2) Reference letters	2	
	One (1) Reference letter	1	
	No letter	0	
Total points on functionality			100

NOTE: IN EVALUATING THE TECHNICAL INFORMATION CONTAINED IN THE PROPOSAL, THE EVALUATION COMMITTEE WILL BE GUIDED BY THE FOLLOWING:

- **Panellist’s understanding of the brief** – The panellist/s or service provide/s clear indication that they fully understand the purpose and scope of the work and their own roles regarding the skills development fund raising and training interventions.
- **Panellist’s capability and experience** – The panellist/s provide/s provides a clear indication that their team comprises of people with the necessary experience, skills, qualifications required to ensure the efficient and effective generation of the deliverables to the highest standards of quality.
- **Track Record** – The panellist/s provide/s clear information on previous, relevant projects that confirm that the bidder has the required experience and successful track record in the area of general project management and management related projects.
- **Key personnel**- The proposal should indicate the number of Moderators, Facilitators and Assessors who will be involved including the Lead Project Manager.

10.5. PHASE 4: Preference Point System 80/20

10.5.1. The 4th *phase* is to perform an evaluation of Price and BBBEE on the bidders, that successful qualified on the technical functionality evaluation, i.e. bidders who achieved a minimum score of 75%.

10.5.2. **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.

10.6. Calculating of points for B-BBEE status level of contribution

10.6.1. 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:

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

10.7. Requirements for B-BBEE

- a) Bidders must submit original and valid B-BBEE Status Level Verification Certificate or certified copies thereof, issued by **SANAS** only. The Exempted Micro Enterprise that do not have B-BBEE certificate must submit an original/ certified copy of the DTI sworn affidavit in terms of Codes of good practice certified by Commissioner of Oath together with their bids, to substantiate their B-BBEE claims.
- b) A trust, consortium or joint venture must submit a consolidated B-BBEE Status Level Verification Certificate for every separate bid to substantiate their B-BBEE rating claims. Bidders who do not submit B-BBEE Status Level Verification Certificates or are non-compliant contributors to B-BBEE do not qualify for preference points for BBBEE but should not be disqualified from the bidding process.
- c) They will score points out of 90 or 80 for price only and zero (0) points out of 10 or 20 for BBBEE. The points scored by a tenderer for B-BBEE contribution must be added to the points scored for price and should be rounded off to the nearest two decimal places.
- d) A bidder will not be awarded the points claimed for B-BBEE status level of contribution if it is indicated in the bid documents that such a bidder intends subcontracting more that 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.
- f) The contract will be awarded to the tenderer scoring the highest points.

11. BID SUBMISSION REQUIREMENTS

11.1. 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:

- 11.1.1. The panellist/s must draft a table of content which will indicate where each document is located in the proposal
 - a. The skills development co-fund raising approach and the proposed training interventions should be fully covered on the proposal
- 11.1.2. Panellist/s should use file dividers to separate documents in the proposal and make use of stickers where necessary
- 11.1.3. Proper numbering of documents should be done in the sequence of the table of content
- 11.1.4. A certified copy of the relevant tertiary qualification or equivalent from a member from a recognised institution. Bidders are expected to ensure that nominated personnel with foreign qualifications submit South African Qualifications Authority (SAQA) Certificate with the bid submission for evaluation. **Failure to do so will render the resource nominated not being allocated points and scoring zero (0).**
- 11.1.5. The information in the CV of the proposed expert (s) – Lead Project Manager, Moderators, Facilitators and Assessors should include relevant experience in the chosen area of expertise demonstrating the required competency.
- 11.1.6. Project reference specifying the role played by the panellist in the listed projects or assignments, project value and the duration of the project (start and end date).
- 11.1.7. Standard bidding documents (SBD1, 2, 3.3, 4, 6.1, 8 and 9).
- 11.1.8. Tax compliance status requirements and/or Central Supplier Database (CSD) number or report.
- 11.1.9. Certified copies of identity documents of directors and shareholders of the company.
- 11.1.10. Entity registration Certificate (CK1).
- 11.1.11. Letter of Authority to sign documents on behalf of the company.
- 11.1.12. Procurement Timelines - ***indicative dates**

PROCUREMENT TIMELINE	DATE
RFP release date	Not applicable Due to Lock Down Period
Written questions of clarification – closing date	Not applicable Due to Lock Down Period
Written response to all clarifications	Not applicable Due to Lock Down Period
Closing date	Not applicable Due to Lock Down Period
Completion of bid evaluations	Not applicable Due to Lock Down Period *
Anticipated letter of Award	Not applicable Due to

PROCUREMENT TIMELINE	DATE
	Lock Down Period
Commencement Date	Not applicable Due to Lock Down Period

12. SPECIAL CONDITIONS OF CONTRACT

- 12.1. On appointment, the performance measures for the delivery of the accredited training will be closely monitored by the Waste Bureau.
- 12.2. DEA will not be held responsible for any costs incurred by the Panellist/s in the preparation, presentation and submission of the proposal. The panellist/s will submit monthly and quarterly progress reports to the Programme Manager, within 14 days after the end of each month or quarter for the duration of the project. Failure to submit the required reports on time will result in penalties.
- 12.3. The Programme Manager shall do the ongoing management of the Service Level Agreement (SLA).
- 12.4. The Service Provider/s must guarantee the presence of the Lead Project Manager in charge of programme throughout the duration of the contract. Prior to the appointment of a replacement, the Lead Project Manager must approve such appointment. If the Lead Project Manager has to leave the project, a period of at least one month is required in which the senior consultant must work parallel with the next person (senior consultant with similar expertise and equal years of experience) appointed to be able to transfer skills and knowledge.
- 12.5. All the conditions specified in the General Conditions of Contract (GCC) will apply and where the conditions in the special conditions of contract contradicts the conditions in the general conditions of contract the special conditions of contract will prevail.
- 12.6. The proposal should include, amongst other, the following:
- Full SETA Accreditation credentials (letters and certificates)
 - A list of references;
 - Full CV's of Lead Project Manager, Facilitators, Assessors and Moderators (including certified qualifications); and
 - Ability to ensure continuity of staff on the project
- 12.7. The original Tax Clearance Certificate must be submitted together with the proposal. Failure to submit the original and valid Tax Clearance Certificate may result in the invalidation of the proposal.
- 12.8. Certified copies of the Tax Clearance Certificate will not be acceptable.
- 12.9. The proposals should be submitted with all required information containing technical information.
- 12.10. Travelling costs and time spent or incurred between home and office of Panellist/s and WB office will not be for the account of WB.
- 12.11. Skills transfer to the project leaders should be planned and effected in collaboration with the WB.

- 12.12. The Programme manager shall do the ongoing performance management of the Service agreement.
- 12.13. DEA reserves the right to enlist more than one service provider or only part thereof per various spheres of government (Local Municipality / District / Province / National levels) depending on prioritised skills.
- 12.14. Before any work can commence the service level agreement must be signed by both parties (Waste Bureau and the successful panellist/s) as well as the issuing of an official purchase order.
- 12.15. The evaluation of proposals can only be done on the basis of information required by the Department.
- 12.16. Bidders failing to meet all the mandatory requirements will automatically be disqualified.
- 12.17. Suppliers/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/ QSE.
- 12.18. A trust, consortium or joint venture will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- 12.19. A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate proposal.
- 12.20. Public entities and tertiary institutions must also submit B-BBEE Status Level Verification Certificates together with their proposals.
- 12.21. In the event that the application is made by a Joint Venture or Partnership, the accreditation credentials in name of joined entity should be submitted. Both/ all panellist/s in the joint venture must meet the requirement of the proposal.
- 12.22. DEA reserve a right to negotiate rates with successful bidders who are on the panel and the award of the project will depend on the successful outcome of the negotiations.
- 12.23. Being part of the panel does not guarantee any work from DEA.
- 12.24. Poor or non-performance by the bidder will result in cancellation of works orders and removal from the panel.
- 12.25. Due diligence maybe performed on bidders meeting minimum requirements to establish their capacity to undertake DEA training. Due diligence will include available resources and verification of training successfully completed previously.
- 12.26. Should the Service provider run substandard training, DEA reserves the right to cancel the appointment of such service provider from the panel immediately and without any notice. DEA also 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.

13. SUB-CONTRACTING CONDITIONS/ REQUIREMENTS

- 13.1. In a case whereby sub-contracting is not set as a pre-qualification criterion, however the tenderer is intending to sub-contract portion of work, such tenderer awarded a contract may only enter into sub-contracting arrangements with the approval of the department.
- 13.2. In relation to a designated sector, a contractor will not be allowed to subcontract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 13.3. A tenderer will not be awarded the points claimed for B-BBEE status level of contribution or contract if it is indicated in the bid documents that such a bidder intends subcontracting more than 25% of the contract value to any other enterprise that does not qualify for at least the same number of points that the bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.
- 13.4. The contractor is not allowed to sub-contract more than 25% of the contract value to another enterprise that does not have equal or higher B-BBEE status level, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.

14. PAYMENT TERMS

- 14.1. DEA undertakes to pay out in full their funding commitment of a maximum of 70% as per deliverables within 30 (thirty) days all valid claims for work done to its satisfaction upon presentation of a substantiated claim and the required reports stipulated in special conditions. No payment will be made where there is no evidence of co-funding of a maximum of 30% (20% in-kind contribution and 10% in-cash contribution) or outstanding information or work not submitted by the Service Provider/s until that outstanding information is submitted.

15. TECHNICAL ENQUIRIES

- 15.1. Should you require any further information in this regard, please do not hesitate to contact: -
Name: Mr D Vukela
Office Telephone No. (012) 399 8627
E-mail: DVukela@environment.gov.za

THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

July 2010

GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

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

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

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

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General Conditions of Contract

1. Definitions

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

RSA.

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

obligations of the supplier covered under the contract.

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

2. Application

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

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

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

3. General

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

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

4. Standards

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

5. Use of contract documents and information; inspection.

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

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

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

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

6. Patent rights

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

7. Performance security

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

8. Inspections, tests and analyses

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

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

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

9. Packing

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

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

10. Delivery and documents

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

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

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

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

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

14. Spare parts

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

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

15. Warranty

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

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

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

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

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

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

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

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

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

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

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

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

may be due to him

25. Force Majeure

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

28. Limitation of liability

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

- (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	<input style="width: 100%;" type="text"/>														
Trading Name	<input style="width: 100%;" type="text"/>														
Tax Number	<input style="width: 100%;" type="text"/>														
VAT Number	<input style="width: 100%;" type="text"/>														
Title:	<input style="width: 100%;" type="text"/>														
Initials:	<input style="width: 100%;" type="text"/>														
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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