NOTICE FOR BID NUMBER: E1579: TO APPOINT A SERVICE PROVIDER TO MANAGE, PLAN, CONTROL, EXECUTE AND MONITOR THE WORKING ON FIRE PROGRAMME THAT WILL CONTRIBUTE TO MAINTAINING ECOLOGICALLY ACCEPTABLE FIRE REGIMES WITHIN FIRE-PRONE BIOMES OF THE COUNTRY AND PROTECTING THE COUNTRY’S ECONOMY FROM THE DAMAGES CAUSED FROM VELD & FOREST (WILDLAND) FIRES FOR A PERIOD OF FIVE YEARS

Please be informed that the above mention tender is published in the Government Tender Bulletin of 18 September 2020 with a closing date on 09 October 2020. Please note that the Non-compulsory briefing session on 23 September 2020 and 14 Loop Street, Cape Town 8001 as a venue as it appears in the advert is incorrect, the correct information is as follows;

Online non-compulsory briefing session

Date: 29 September 2020
Time: 10:00-16h00
Venue: https://teams.microsoft.com/l/meetup-join/19%3ameeting_YmlwNjNhYmYtYTQxNy00YTcyLWFjNTktNzExMzMy40thread.v2/0?context=%7b%22Tid%22%3a%24%233a%224ce253e7-3961-428c-ab62-1f96cf3a9fd9%2522%2c%22Oid%22%3a%22dd93d959-c1aa-428d-a2e4-9729ce1fe901%22%7d

We apologize for any inconvenience this might have caused.

Enquiries

Mr. Samuel Mofokeng
Office Telephone No: (012) 399 9057
E-mail: smofokeng@environment.gov.za
INVITATION TO BID

BID REFERENCE NUMBER: E1579

TO APPOINT A SERVICE PROVIDER TO MANAGE, PLAN, CONTROL, EXECUTE AND MONITOR THE WORKING ON FIRE PROGRAMME THAT WILL CONTRIBUTE TO MAINTAINING ECOLOGICALLY ACCEPTABLE FIRE REGIMES WITHIN FIRE-PRONE BIOMES OF THE COUNTRY AND PROTECTING THE COUNTRY’S ECONOMY FROM THE DAMAGES CAUSED FROM VELD & FOREST (WILDLAND) FIRES FOR A PERIOD OF FIVE YEARS

Contact persons:
Name: Dr Christo Marais/ Mr Nceba Ngcobo/Ms Sharon Lawrence
Office Telephone No: 082 551 8316/083 451 2154/084 991 1661
E-Mail: cmarais@environment.gov.za/ nngcobo@environment.gov.za/ slawrence@environment.gov.za

NATIONAL TREASURY CENTRAL SUPPLIER DATABASE (CSD) REGISTRATION INFORMATION

<table>
<thead>
<tr>
<th>Company name</th>
<th>Supplier registration number</th>
<th>Unique reference number</th>
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Main contractor

Sub-contracted/ joint venture comp 1

Sub-contracted/ joint venture comp 2

CLOSING DATE OF THE BID: 09 OCTOBER 2020 AT 11H00

ONLINE NON-COMPULSORY BRIEFING SESSION

DATE: 29 SEPTEMBER 2020
TIME: 10H00 – 16H00
VENUE: ONLINE ADDRESS (https://teams.microsoft.com/l/meetup-join/19%3ameeting_YmlwNjNhYmYtY2QxNy00YTcyLWFjNTktNzExNmZmNzlyY2M4%40thread.v2/0?context=%7b%22Tid%22%3a%223a%224ce253e7-3961-428c-ab62-1f96cf3a9fd9%22%2c%22Oid%22%3a%22dd93d959-c1aa-428d-a2e4-9729ce1fe901%22%7d)
**PART A**

**INVITATION TO BID**

**YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/PUBLIC ENTITY)**

**BID NUMBER:** E1579  **CLOSING DATE:** 09 OCTOBER 2020  **CLOSING TIME:** 11:00

**DESCRIPTION**

TO APPOINT A SERVICE PROVIDER TO MANAGE, PLAN, CONTROL, EXECUTE AND MONITOR THE WORKING ON FIRE PROGRAMME THAT WILL CONTRIBUTE TO MAINTAINING ECLOGICALLY ACCEPTABLE FIRE REGIMES WITHIN FIRE-PRONE BIOMES OF THE COUNTRY AND PROTECTING THE COUNTRY’S ECONOMY FROM THE DAMAGES CAUSED FROM VELD & FOREST (WILDLAND) FIRES FOR A PERIOD OF 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**

**CONTACT PERSON**

Mr Koketso Moeng or Mr Samuel Mofokeng

**TELEPHONE NUMBER**

012 399 9080/9057

**FACSIMILE NUMBER**

N/A

**E-MAIL ADDRESS**

kmoeng@environment.gov.za/ Smofokeng@environment.gov.za

**TECHNICAL ENQUIRIES MAY BE DIRECTED TO:**

**CONTACT PERSON**

Dr Christo Marais/ Mr Nceba Ngcobo/Ms Sharon Lawrence

**TELEPHONE NUMBER**

082 551 8316/083 451 2154/084 991 1661

**FACSIMILE NUMBER**

N/A

**E-MAIL ADDRESS**

cmarais@environment.gov.za/ nngcobo@environment.gov.za/ slawrence@environment.gov.za

**SUPPLIER INFORMATION**

**NAME OF BIDDER**


**POSTAL ADDRESS**


**STREET ADDRESS**


**TELEPHONE NUMBER**


**CELLPHONE NUMBER**


**FACSIMILE NUMBER**


**E-MAIL ADDRESS**


**SUPPLIER COMPLIANCE STATUS**

**TAX COMPLIANCE SYSTEM PIN:**


**OR**

**CENTRAL SUPPLIER DATABASE No:** MAAA

**B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE**

**TICK APPLICABLE BOX**

- Yes
- No

**B-BBEE STATUS LEVEL SWORN AFFIDAVIT**

**TICK APPLICABLE BOX**

- Yes
- No

[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]

**ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS/SERVICES/WORKS OFFERED?**

- Yes
- No

[IF YES ENCLOSE PROOF]

**ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS/SERVICES/WORKS OFFERED?**

- Yes
- No

[IF YES, ANSWER PART B:3 ]

**QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS**

- IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?
- YES  NO
- DOES THE ENTITY HAVE A BRANCH IN THE RSA?
- YES  NO
- DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?
- YES  NO/MAY NOT BE APPLICABLE
- THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?
- YES  NO/MAY NOT BE APPLICABLE
- LIABLE IN THE RSA FOR ANY FORM OF TAXATION?
- YES  NO/MAY NOT BE APPLICABLE

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:** ............................................................
**NAME OF BIDDER:** ………………………………………………………………………… **BID NO:** E1579

**CLOSING TIME:** 11h00  **CLOSING DATE:** 09 OCTOBER 2020

OFFER TO BE VALID FOR ……90……DAYS FROM THE CLOSING DATE OF BID.

**DESCRIPTION:** TO APPOINT A SERVICE PROVIDER TO MANAGE, PLAN, CONTROL, EXECUTE AND MONITOR THE WORKING ON FIRE PROGRAMME THAT WILL CONTRIBUTE TO MAINTAINING ECOLOGICALLY ACCEPTABLE FIRE REGIMES WITHIN FIRE-PRONE BIOMES OF THE COUNTRY AND PROTECTING THE COUNTRY’S ECONOMY FROM THE DAMAGES CAUSED FROM VELD & FOREST (WILDLAND) FIRES FOR A PERIOD OF FIVE YEARS.

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)**

4. **PERSON AND POSITION**

<table>
<thead>
<tr>
<th>HOURLY RATE</th>
<th>DAILY RATE</th>
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5. **PHASES ACCORDING TO WHICH THE PROJECT WILL BE COMPLETED, COST PER PHASE AND MAN-DAYS TO BE SPENT**

<table>
<thead>
<tr>
<th>DESCRIPTION OF EXPENSE TO BE INCURRED</th>
<th>RATE</th>
<th>QUANTITY</th>
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<td>TOTAL:</td>
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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.

**(ALL APPLICABLE TAXES INCLUDED)**

---

5 of 92
Name of Bidder: .................................................................................................................................................

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

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

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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.

Any enquiries regarding bidding procedures may be directed to the –

Department of Environmental Affairs

Contact Person: Mr Samuel Mofokeng / Mr Koketso Moeng
Tel: (012) 399 9057 or (012) 399 9080
E-mail: SMofokeng@environment.gov.za or kmoeng@environment.gov.za

Or for technical information –

Name: Dr Christo Marais/ Mr Nceba Ngcobo/Ms Sharon Lawrence
Office Telephone No: 082 551 8316/083 451 2154/084 991 1661
E-Mail: cmarais@environment.gov.za/ nngcobo@environment.gov.za/ slawrence@environment.gov.za
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.

........................................................................................................................................
2.10 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid?  
2.10.1 If so, furnish particulars.

2.11 Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are bidding for this contract?  
2.11.1 If so, furnish particulars:

3 Full details of directors / trustees / members / shareholders.

<table>
<thead>
<tr>
<th>Full Name</th>
<th>Identity Number</th>
<th>Personal Income Tax Reference Number</th>
<th>State Employee Number / Personal Number</th>
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<tbody>
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</table>
4 DECLARATION

I, THE UNDERSIGNED (NAME)……………………………………………………………………………………………………

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

.............................................  .................................................................
Signature                        Date

.............................................  .................................................................
Position                         Name of bidder

November 2011
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.
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.


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:

<table>
<thead>
<tr>
<th></th>
<th>POINTS</th>
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<tbody>
<tr>
<td>PRICE</td>
<td>80</td>
</tr>
<tr>
<td>B-BBEE STATUS LEVEL OF CONTRIBUTOR</td>
<td>20</td>
</tr>
<tr>
<td>Total points for Price and B-BBEE must not exceed</td>
<td>100</td>
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</tbody>
</table>

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

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

(a) “**B-BBEE**” means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;

(b) “**B-BBEE status level of contributor**” means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

(c) “**bid**” means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;

(d) “**Broad-Based Black Economic Empowerment Act**” means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

(e) “**EME**” means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

(f) “**functionality**” means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.

(g) “**prices**” includes all applicable taxes less all unconditional discounts;

(h) “**proof of B-BBEE status level of contributor**” means:
   1) B-BBEE Status level certificate issued by an authorized body or person;
   2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
   3) Any other requirement prescribed in terms of the B-BBEE Act;

(i) “**QSE**” means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

(j) “**rand value**” means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. **POINTS AWARDED FOR PRICE**

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

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

\[
P_s = 80 \left(1 - \frac{P_t - P_{\text{min}}}{P_{\text{min}}} \right) \quad \text{or} \quad P_s = 90 \left(1 - \frac{P_t - P_{\text{min}}}{P_{\text{min}}} \right)
\]

Where

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

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

4.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:
<table>
<thead>
<tr>
<th>B-BBEE Status Level of Contributor</th>
<th>Number of points (90/10 system)</th>
<th>Number of points (80/20 system)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>10</td>
<td>20</td>
</tr>
<tr>
<td>2</td>
<td>9</td>
<td>18</td>
</tr>
<tr>
<td>3</td>
<td>6</td>
<td>14</td>
</tr>
<tr>
<td>4</td>
<td>5</td>
<td>12</td>
</tr>
<tr>
<td>5</td>
<td>4</td>
<td>8</td>
</tr>
<tr>
<td>6</td>
<td>3</td>
<td>6</td>
</tr>
<tr>
<td>7</td>
<td>2</td>
<td>4</td>
</tr>
<tr>
<td>8</td>
<td>1</td>
<td>2</td>
</tr>
<tr>
<td>Non-compliant contributor</td>
<td>0</td>
<td>0</td>
</tr>
</tbody>
</table>

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)*

<table>
<thead>
<tr>
<th>YES</th>
<th>NO</th>
</tr>
</thead>
</table>

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)*

<table>
<thead>
<tr>
<th>YES</th>
<th>NO</th>
</tr>
</thead>
</table>

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

<table>
<thead>
<tr>
<th>Designated Group: An EME or QSE which is at last 51% owned by:</th>
<th>EME</th>
<th>QSE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Black people</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Black people who are youth</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Black people who are women</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Black people with disabilities</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
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.

<table>
<thead>
<tr>
<th>Item</th>
<th>Question</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>4.1</td>
<td>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? <em>(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 audi alteram partem rule was applied).</em> The Database of Restricted Suppliers now resides on the National Treasury’s website(<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) and can be accessed by clicking on its link at the bottom of the home page.</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>4.1.1</td>
<td>If so, furnish particulars:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.2</td>
<td>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)? The Register for Tender Defaulters can be accessed on the National Treasury’s website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>4.2.1</td>
<td>If so, furnish particulars:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.3</td>
<td>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?</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>4.3.1</td>
<td>If so, furnish particulars:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.4</td>
<td>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?</td>
<td>Yes</td>
<td>No</td>
</tr>
</tbody>
</table>
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
SBD 9

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

TERMS OF REFERENCE

TO APPOINT A SERVICE PROVIDER TO MANAGE, PLAN, CONTROL, EXECUTE AND MONITOR THE WORKING ON FIRE PROGRAMME THAT WILL CONTRIBUTE TO MAINTAINING ECOLOGICALLY ACCEPTABLE FIRE REGIMES WITHIN FIRE-PRONE BIOMES OF THE COUNTRY AND PROTECTING THE COUNTRY’S ECONOMY FROM THE DAMAGES CAUSED FROM VELD & FOREST (WILDLAND) FIRES FOR A PERIOD OF FIVE YEARS.
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2) Introduction and Background
3) Objectives of the proposal
4) Scope and extent of work
5) Expected WoF deliverables/outcomes
6) Period/Duration of project/assignment
7) Costing/Comprehensive budget
8) Evaluation of method
9) Bid submission requirements
10) Special Conditions of Contracts
11) Sub-contracting conditions/requirements
12) Payment terms
13) Technical enquiries
1. **PURPOSE**

To appoint a Service Provider (SP) to manage, plan, control, execute and monitor the Working on Fire Programme that will contribute to maintaining ecologically acceptable fire regimes within fire-prone biomes of the country and protecting the country’s economy from the damages caused from veld & forest (wildland) fires for a period of five years.

2. **INTRODUCTION AND BACKGROUND**

2.1 The Department of Environment, Forestry and Fisheries (DEFF), through the Branch: Environmental Programmes (EP), contributes to the government’s Expanded Public Works Programme (EPWP), of which Natural Resource Management (NRM) implements amongst others Working on Fire (WOF). Attached is a Project Management Report (Annexure A) that includes the performance of the WOF for the past seven years.

2.2 They key stakeholders would include DEFF, the National & Provincial Disaster Management Centres, local government, Conservation Agencies, FPAs & organised agriculture, as well as other government departments and land management agencies.

2.3 The NRM Programmes, the host of the WOF Programme, strive to contribute to economic empowerment and transformation through labour-intensive and social-development initiatives which have a marked impact on employment opportunities and skills development. It addresses the threats by the invasive alien species to the productive use of land and water, and the functioning of natural systems, wildfires, land degradation and resilience against the impacts of climate change. It further ensures meaningful and sustainable livelihood opportunities are supported for those employed in doing this work.

2.4 The WoF is one of NRM’s Programmes and was established in April 2003 in recognition of the need to continue enhancing the sustainability and protection of life, livelihoods, ecosystem services and natural processes through integrated veld & forest (wildland) fire management. Thereby contributing to economic empowerment, skills development, social equity and accelerated service delivery.

2.5 The Programme has identified the following key focus areas to ensure that its goals can be achieved:
The WoF Programme operates across all provinces and enjoys a close working relationship with its strategic partners in national, provincial and local government as well as the private sector to deliver on its objectives.

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

WoF utilises ground-based veld & forest (wildland) firefighting crews supported by aerial firefighting capacity. It is dependent on, and currently has a highly specialised transport fleet to deploy ground fire-fighting crews and resources on veld & forest (wildland) fires. The current transport fleet (attached as Annexure B) is owned by the Department (including three BO105 helicopters), while the aerial support is outsourced, but will form part of the final contract.

Currently, the Programme has more than 5 000 participants as part of the EPWP, 85% of whom are youth, 33% are women and 2% are people with a disability. In a recent WoF Social Impact study conducted by Van Wyk (2019) (see extract attached as Annexure C) where WoF beneficiaries reported significant positive changes in their families’ living standards. The WoF Programme is operated through some 248 bases located in fire-prone and the most poverty-stricken areas of South Africa. The Programme largely operates in rural areas focusing on fire-prone landscapes within agricultural, forestry and the veld & forest/wildland urban.
interface. The Programme strives to have a more integrated and all-inclusive approach to integrated veld & forest (wildland) fire management at a local level within the regulatory and jurisdictional framework.

2.10 The DEFF (through the WoF Programme) also provides ecological rehabilitation and maintenance services in areas that are inaccessible, as well as provides training to its EPWP participants. This includes the control of invasive alien plants in Mountain Catchments Areas (high gradient watersheds) and other inaccessible landscapes. The Programme is implemented through a labour-intensive approach and operations are integrated with socio-economic development initiatives. It offers functional training in the field of integrated veld & forest (wildland) fire management to participants as part of its technical and health & safety capacity building programme.

2.11 The WoF Programme is funded primarily from the Government through the EPWP whereas the variable cost is recoverable, where applicable, from the service beneficiaries of the Programme. The unlocking of third-party resources are required to grow integrated veld & forest (wildland) fire management in the country. It is one of the most successful job creation programmes in South Africa. It comprises of three main elements: i) the provision of an integrated veld & forest fire management service across the fire-prone parts of SA, ii) the creation of job opportunities for the poorest of the poor in the country and iii) the transfer of skills to its participants to improve their employment potential in the job market if and when they exit the Programme.

2.12 Integrated Veld & Forest Fire Management can be unpacked as follows;

2.12.1 Fire Awareness Interventions:
About 90% of “unwanted” fires are caused by people and their activities. Therefore, fire awareness-raising programmes need to target society as a whole.

2.12.2 Fire Prevention Interventions:
Accomplished by either removing the source of ignition or removing the fuel it may ignite. It is, therefore, the first line of defence. Preparation and regular maintenance of firebreaks and fuel reduction through block burning are strategies that use fire as a tool to reduce wildfire risk. Control and maintenance of fire-prone invasive alien plants, fireproofing and fuel reduction by removing fuel loads and implementation of sustainable forest management practices are additional fire prevention strategies. National legislation and local bylaws may be enforced when landowners are negligent of their duty of care responsibilities.

2.12.3 Prescribed Burning Interventions:
Many of South Africa’s biologically diverse ecosystems are fire-adapted and depend on fire to regenerate and survive. However, in many areas, natural fire regimes are no longer possible. The environment and its fuel load may need to be managed to reduce wildfire risk, while maintaining ecological patterns and processes, by using fire in a prescribed burning programme. Prescribed burning under mature plantation forest canopies can also be used as a form of fuel-load reduction.

2.12.4 Resource, Operational and Jurisdictional Coordination Interventions:
Numerous centres co-ordinate an array of local, provincial and national fire-fighting organisations’ resources, needs and actions. This is vital for efficient, effective and safe operations. Not all fire departments or organisations have veld & forest fire protection as their primary mission. The majority are only occasionally involved with a veld & forest fires. To promote integrated fire management throughout South Africa, it is necessary to concentrate on addressing the co-ordinated management of wildfires, as well as the establishment of efficiently operating Umbrella Fire Protection Associations (UFPAs). Key to the success of effective integrated fire management is operations centres, well-staffed and efficient, able to set priorities, move resources as required, and monitor the weather to forecast special weather conditions that favour the rapid spread of wildfires. Implementing, coordinating and monitoring readiness actions according to weather conditions are essential to ensure the success of the initial attack.

Large and uncontrolled fires are a problem for veld & forest fire-fighting organisations worldwide. In many respects, such ‘potential disaster’ fires are a problem distinct from day-to-day operations. From anticipated disaster through to the point at which they become an extreme emergency, requiring extended attack, large fires need sophisticated operational co-ordination. Internationally trained and recognised Type 3 Incident Command Teams should be specifically trained to adapt and fit into any type and size of an incident that requires extended attack.

2.12.5 Fire Detection Interventions:
Before anything can be done about controlling a fire, its existence must be known. WoF must encourage integrated fire detection system for South Africa through partnerships with other entities. This will draw on and combine all available means to ensure that wildfires that occur are discovered and reported to a coordinating centre early enough for it to be controlled or managed by the local fire fighting force.

2.12.6 Fire Suppression Interventions:
All fires start small. The objective is to keep them small, controlling them before they cause injury to the public or seriously damage property and resources. This requires initial attack strategies and tactics to
control or contain fires in the safest, most efficient and cost-effective manner. The initial attack is deemed successful when the fire is contained before it can outstrip the locally available firefighting resources. Large and uncontrolled fires are a national problem. This can be due to errors or failures in performance in making a successful initial attack on the fire and should be addressed using the Incident Command System (ICS). This command system can be adapted to fit any type or size of the incident, whether it is a veld fire, flood or other natural disasters. If the ICS is not implemented correctly, the initial attack errors are followed by similar containment failures at later stages, resulting in missed opportunities to control the fire at a lower level of damage or costs than finally incurred.

After a fire has been contained, the ground crews must go over the area to ensure that all burning and smouldering material is extinguished, to prevent the fire from re-igniting. This is called “mopping up” and it is a critical element of successful fire suppression.

2.12.7 Post Fire Rehabilitation Interventions:
Fire can have a destabilising effect on land. After an “unwanted” fire, land should be evaluated to establish whether there is a danger of landslides or major erosion events. In some instances, intervention is necessary to ensure all resource management perspectives will be met. Fire damage rehabilitation measures should be initiated only when required as it is a very expensive intervention. If passive rehabilitation can take place naturally within an acceptable timeframe, post-fire rehabilitation should not be considered.

2.13 The WoF Programme is therefore first and foremost a natural resource management programme delivering the service of integrated veld & forest fire management amongst other natural resource management support that the Department provides.

2.14 NRM will arrange information sessions/bid training for interested parties. It will be advertised as part of the TOR/Specifications documentation. Attendance is not compulsory but highly recommended.

2.15 Regulatory Framework for the implementation of the Programme

2.15.1 An analysis of the regulatory framework under which the WoF Programme was undertaken which identifies the broad legal framework thus: the South African Constitution, 108 of 1996, the National Veld & Fire
Management Act, National Forest Act, NEMA\(^1\), NEMBA\(^2\) and the Mountain Catchment Areas Act\(^3\). These Acts fall under the legal mandate of the Department and have direct implications for the implementation of integrated veld & forest fire management programmes.

2.15.2 The WoF Programme is an integrated veld & forest (wildland) fire management (natural resource management) programme, aimed at the protection of economic and terrestrial resources, minimising fire risk and optimising ecosystem function and biodiversity. The Programme supplies veld & forest (wildland) fire management support services to both government entities and private land users. It aims to provide a platform from which integrated veld & forest (wildland) fire management can be implemented while providing training and job opportunities for unemployed men and women under the Government’s EPWP.\(^4\)

2.15.3 From the legislation referred to above, it is clear that the Department has a legal mandate to implement the programme. However, there remains a need for close collaboration with other government departments and stakeholders where integration or alignment of mandates across different Acts need to occur. For example, the Conservation of Agricultural Resources Act, National Veld & Fire Act, Disaster Management Act, Fire Brigades Act & National Water Act requires close coordination between the DFFE DEFF and the Department of Agriculture, Land Reform & Rural Development, the Department of Cooperative Governance & Traditional Affairs and the Department of Water & Sanitation.


3. OBJECTIVES OF THE PROPOSAL

---

\(^1\) The purpose of NEMA is to provide for cooperative, environmental governance by establishing principles for decision-making on matters affecting the environment, institutions that will promote cooperative governance and procedures for co-ordinating environmental functions exercised by organs of state; and to provide for matters connected therewith.

\(^2\) The purpose of NEMBA is to provide for the management and conservation of South Africa’s biodiversity within the framework of the National Environmental Management Act 1, 1998; the protection of species and ecosystems that warrant national protection; the sustainable use of indigenous biological resources; the fair and equitable sharing of benefits arising from bioprospecting involving indigenous biological resources; the establishment and functions of a South African National Biodiversity Institute; and for matters connected therewith.

\(^3\) The purpose of the Mountain Catchment Areas Act is to provide the conservation, use, management and control of land situated in mountain catchment areas, and to provide for matters incidental hereto.

\(^4\) Staff Induction Manual Departments of Water Affairs; Agriculture, Forestry and Fisheries; and Environmental Affairs at page 40.
3.1 To appoint a SP to manage, plan, control, execute and monitor the WoF Programme that will contribute to maintaining ecologically acceptable fire regimes within fire-prone biomes of the country and protecting the country’s economy from the damages caused from veld & forest (wildland) fires for a period of five years.

3.2 The WOF sets out to achieve the following Specific Objectives;

- The implementation of an agreed-upon Incident Command System and Dispatch & Coordination capacity that is nationally aligned
- The development and implementation of a veld & forest fire risk profile and early warning system as well as a Detection capacity, where applicable as requested and paid for by service beneficiaries
- Effective and efficient implementation of appropriately equipped Ground Operations
- Effective and efficient implementation of fit-for-purpose Aerial Support
- Implementation of a targeted Capacity Building & Transformation programme
- Implementation of an appropriate veld & forest fires’ Advocacy & Awareness
- Implementation of Monitoring and Evaluation of Programme interventions and the development of best procedures and practices
- Implementation of Applied Research and Development
- Implementation of Support to Fire Protection Associations
- Development and implementation of a Risk Management Plan and mitigating actions that will address all risks related to the above specific objectives

4. SCOPE AND EXTENT OF WORK

4.1 The Programme identified the following key focus areas to ensure that the above objectives are achieved:

Key Focus Area 1: An agreed-upon Incident Command System and nationally aligned Dispatch & Coordination

- To promote the use of an internationally recognised Incident Command System (ICS).
- To train stakeholders involved in fire management in the use of the ICS during incidents.
- To maximise the efficiency of command and control during incidents.
• To participate in ICS Institutional Forums
• In collaboration with appropriate FPAs, Jurisdictional and Land Management Agencies strategically plan & place Dispatch and Coordination Centres.
• To dispatch local firefighting resources in collaboration with Jurisdictional and Land Management Agencies.
• In collaboration with Provincial (PDMC’s), and National Disaster Management Centre (NDMC), to coordinate veld & forest (wildland) fire firefighting resources on a provincial and national level to increase the effectiveness and efficiency of firefighting operations.

Key Focus Area 2: The development and implementation of a veld & forest fire risk profile and early warning system as well as a Detection capacity, where applicable as requested and paid for by service beneficiaries

• To liaise with and assist to improve current detection systems deployed by various stakeholders to detect and assess fires sooner.
• To develop and regularly review national veld & forest fire risk profiles
• To support governmental structures with the dissemination of early warnings.
• To regularly report on the statistics of fires that the Programme has responded to and to support the Department & FPAs with the reporting of national fire statistics.

Key Focus Area 3: Effective and efficient implementation of appropriately equipped Ground Operations

• To review current partnerships and where needed, identify new partners and enter into suitable mutual aid agreements.
• To establish fire-fighting crews on selected state forest, conservation land under the custodianship of the Department and/or its agencies, local governments, FPAs, traditional authorities and/or other partners where applicable.
• To absorb existing Programme management (not including functions as allowed for under management fees (see paragraph 5.2), administration staff and fire-fighters (participants) and as needed, recruit, select, employ, train, equip and deploy people from local communities to have sufficient ground resources to cover the fire-prone areas of South Africa, and where international agreements are in place, in neighbouring and other countries.
• Considering the fleet assets as shown in Annexure B, develop and implement a Financing, Operations and Maintenance of Logistical Support services
• To manage and mobilise required ground resources to provide integrated veld & forest (wildland) fire management services in South Africa, neighbouring and other countries where international agreements are in place.
• To expand the sector and supplier base for integrated fire & veld (wildland) fire and sustainable forest management.

**Key Focus Area 4: Effective and efficient implementation of fit-for-purpose Aerial Support**

• To source and strategically deploy aerial resources to enhance initial attack opportunities – water bombing, airlifting of fire-fighters and reconnaissance.
• To develop partnerships and enter into formal agreements for the unlocking of resources for the activation of aerial support and the optimisation of economies of scale.
• To supply aerial command and control capability.
• To apply efficient air support resources in order to improve fire containment, safety and an emergency evacuation of ground resources – water bombing and airlifting of fire-fighters.
• To ensure airworthiness, maintain, manage and deploy aerial resources (e.g. helicopters, fixed-wing aircrafts and drones) owned by the Department as per the needs of the Department.
• To ensure airworthiness, maintain, manage and deploy outsourced aerial resources (e.g. helicopters, fixed-wing aircrafts and drones) as per the needs of the Department and the strategic partners involved in the WoF Programme.
• To expand the sector and supplier base for integrated fire & veld (wildland) fire and sustainable forest management.

**Key Focus Area 5: Implementation of a targeted Capacity Building & Transformation programme**

• To increase the coping skills (resilience) and reduce the vulnerability of communities.
• To improve the employability and life-skills levels of WoF participants to increase the likelihood of a successful exit.
• To contribute to the skills transfer processes between stakeholders.
• To improve the overall safety of participants and communities.
• To ensure a comprehensive training programme thereby creating career-path opportunities for participants.
• To contribute to transformation by expanding and diversifying integrated veld and fire management services and the potential for SMMEs, Broad-Based Black Economic Empowerment and opportunities for black designated groups as prescribed in the Preferential Procurement Regulations of 2017.
• To expand the sector and supplier base for integrated fire & veld (wildland) fire and sustainable forest management.

**Key Focus Area 6: Implementation of an appropriate veld & forest fires’ Advocacy & Awareness**

• To coordinate projects and initiatives amongst partners, encouraging land-users and the public in awareness of their responsibility in terms of integrated veld and fire (wildland) management.
• To unlock investment potential for integrated veld and fire (wildland) management through effective promotional activities.
• To promote the development of specialists and practitioners that support veld and fire (wildlands) awareness and education.
• To support the Department by promoting compliance with the National Veld & Fire Management Act.
• To support the Department with the formation of FPAs, creating an awareness of the concept of fire danger indices and compliance with relevant legislation.
• To promote the Working on Fire and Fire Awareness branding and values.
• To support key government departments and agencies in the promotion of their objectives and policies.
• To expand the sector and supplier base for integrated fire & veld (wildland) fire and sustainable forest management.

**Key Focus Area 7: Implementation of Monitoring and Evaluation of Programme interventions and the development of best procedures and practices**

• To further develop and refine the monitoring and evaluation protocol of WoF based upon Key Performance Indicators (KPIs).
• To measure, evaluate and report on agreed-upon KPIs on a monthly, quarterly and annual basis.
• To develop a First Party Assessment Framework and to conduct annual first party operational assessments of all bases.
• To expand, refine WoF data administration within the Programme and ensure alignment and compliance with the Department’s data management system.
• With cooperation from partners and FPAs, to combine and collate fire incidences into a database to contribute towards the National Fire Database.
• To expand the sector and supplier base for integrated fire & veld (wildland) fire and sustainable forest management.

**Key Focus Area 8: Implementation of Applied Research and Development**
• To undertake applied research to improve the knowledge-base on integrated veld & forest fire management
• To improve knowledge on fire ecology.
• To improve knowledge of the risk reduction and economic consequences of different fire regimes.
• To increase knowledge of fire behaviour in South African ecosystems.
• To conduct socio-economic impact assessments of the Programme as required by the Department.
• To expand the sector and supplier base for integrated fire & veld (wildland) fire and sustainable forest management.

**Key Focus Area 9: Implementation of Support to Fire Protection Associations**

• To support and assist the Department with the establishment of FPAs when required.
• To provide information and training to emerging FPAs as requested by the Department.
• To assist and support the alignment of FPAs with district municipalities and Umbrella Fire Protection Associations (UFPAs) with provinces to integrate with their respective jurisdictional responsibilities as depicted in the i) Veld & Forest Fire Management, ii) Disaster Management and iii) Fire Brigade Services Acts.
• To support relevant FPA to enhance community-based integrated fire management.
• To encourage communities to take ownership of the fire challenges in the area through enhancing the sustainability of FPAs by inter alia supporting them with the establishment of local dispatch and provincial coordinating centres.
• To provide appropriate inputs related to compliance and enforcement, in support of the National Veld & forest Fire Act, as required by the Department.

The services rendered by the SP must be focused on all the Key Focus Areas listed above.

4.2 Currently the WoF Programme is managed by a SP, who is responsible for all aspects of the Programme on a five-year contract which ends in March 2026. The Department will make provision for a reasonable handover period between the current and new SPs.

4.3 **Governance and Coordination:**
The SP will be required to report and contribute to the following government structures;
- WoF Executive Committee
- WoF Oversight Committee
- Risk Management Oversight Committee
- Asset Management Oversight Committee
- Health & Safety Oversight Committee

4.4 **Capacity building, Transformation and Partnerships:**

- It is important to note that programme participants are located throughout the country. Therefore, the SP will be required to provide training to all participants throughout the country. They must specify their experience in, and capacity to offer training (accredited and non-accredited) and socio-economic development to programme participants. A business model that will ensure adequate training to all participants in the country must be presented.
- Implement, review and improve existing training programmes.
- Bidders will be required to show how procurement opportunities for black designated groups as prescribed in the Preferential Procurement Regulations of 2017 and SMMEs will be created within the procurement policy of the WoF Programme.
- Bidders should indicate upfront who they will partner with through related party agreements in order to address the full suite of integrated veld & forest fire management activities.
- The SP must include a full organogram of how companies are related and full shareholder registers to be provided as well as a clear definition of roles and management team.
- The SP must show how they will contribute to transformation by expanding and diversifying integrated veld and fire management services and the potential for SMMEs, Broad-Based Black Economic Empowerment and opportunities for black designated groups as prescribed in the Preferential Procurement Regulations of 2017.
- This would also amount go sub-contracting, which should then comply with our general terms regarding sub-contracting (% and BEE Levels). The bidder must consider compulsory sub-contracting to an EME.
- Bidders should indicate how they will continue providing support, guidance and mentoring to a competent corps of middle management to capably take the programme into the future.
- The current firefighters (participants) will have to be absorbed by the SP with all related human resource responsibilities.

4.5 **The Management of Assets are outlined below;**

4.5.1 **Management of Assets (general):**

- The SP must have adequate Asset Management Policy and provide evidence of their asset management capabilities and infrastructure. It is expected of the SP to be responsible and accountable for the management and reporting on these assets as agreed upon between the parties.
• The Asset Register (see attached as Annexure D) can be broken up into the following categories and amounts to R33m.

4.5.2 Management of Assets (fleet):
• There is an existing fleet of ground transport procured through the Programme and owned by the Department. The SP must present an operations and maintenance plan on how they will manage this fleet. The SP will also be responsible for the procuring of the new fleet through the Programme as required.
• It is requested that interested parties specifically indicate in their submission how they will address aspects of expansion, upgrading and refurbishment of the existing vehicle fleet. A full maintenance plan needs to be provided for all vehicles and other capital equipment. A list of the fleet with kilometres and departmental aircraft will be attached as Annexure B.
• The expansion, replacement and refurbishment of the fleet to achieve the requirement of every ground crew to have its own, independent transport (total number of fleet users). Four different types of fleet currently exist.
  - 4 x 4 trucks: Vehicles that can carry the full team (25 inclusive of the driver), have an off-road capability and can be utilised operationally during fires.
  - 4 x 4 fire tender: Purpose-fit vehicles fitted with fire-fighting tanks and pumps that can carry the team (up to 14 people, inclusive of the driver), have an off-road capability.
  - Buses: vehicles that carry the full team (25 inclusive of the driver) and are more economical for use on paved roads.
  - HAT: vehicles that can carry half the team (10-12 exclusive of the driver) and are capable of being used operationally during fires and for high altitude operations.
  - Bakkies and cars: vehicles used by Operational management and fleet vehicles. The SP must provide an owner-driver scheme (subsidised vehicles) for operational staff who are, on a day-to-day basis, dependant on their vehicles to fulfil their management function.
  - Aerial support vehicles: vehicles used to assist aerial support crews during fire fighting

4.5.3 Management of Assets (Aerial Support):
• Unlike ground fleet ownership arrangements, the Department does not intend on owning any aerial support capacity. The ownership of aerial support will, therefore, be outsourced by the Department to the SP or related parties. The SP is required to indicate in their submission how they will address all aspects pertaining to aerial support, including dispatch and coordination which is critically linked to the provision of the service. Currently, the Programme has access to the Dispatch Centres for aerial and ground support capacity as listed in the attachment (Annexure E). The SP must present a well-informed aerial support
business model that is “fit-for-purpose” and most cost-effective. At the moment, the Department owns three BO105 helicopters. The SP will be required to ensure airworthiness, maintain, manage and deploy aerial resources (e.g. helicopters, fixed-wing aircrafts and drones) owned by the Department as per the needs of the Department.

4.6 **Formulation and development of suitable implementation and financing mechanisms:**

- The bidder must provide evidence of financing mechanisms to meet various institutional, legal and financial requirements of the Programme.

4.7 **Unlocking of third-party resources:**

- Bidders must present their ability and strategy to unlock a variety of funding sources considering a secure five-year agreement with Department, to deliver specified services to third parties with mutually agreed terms and conditions in the summer and winter rainfall regions of the country. Bidders must demonstrate their ability and applicable experience, both in terms of their capacity and their capability to assist the Department to assess the level of market interest in integrated veld & forest fire management.

- The task of securing additional financial investment should not be underestimated as its success will be critically important to achieving the overall project objective. The SP must propose strategies for the potential of unlocking of third-party resources and give an indication of the extent.

4.8 **Approach to the diversification of Veld & Forest (Wildland) Fire Management Services:**

- The Department wishes to explore feasible options for the provision and management of the WoF Programme and all that it encompasses including the various possibilities for the financing of its capital requirements. These could range from a single entity to an extensive partnership arrangement, including Related Parties/Consortiums/Joint Ventures for the provision of a “complete package” service or any other feasible alternative or variation. The model is not prescribed.

4.9 **Human Resource Management:**

- It is important to note that there is an existing capacity and the SP will have to take over the staff currently employed under the Programme. Staff currently employed by the Programme will be transferred to the successful SP as per the provisions of Section 197 of the Labour Relations Act (Act 66 of 1995). The current management, administrative, execution and fire-fighting capacity is attached hereto (Annexure F). Bidders must ensure that the financial and legal implications of compliance to UIF and COIDA are considered in the tender. The Department would expect the SP to enter into employment contracts with existing staff and firefighters for the duration of the contract.
4.10 Management of location of teams:

- The placement of all existing and new base partner agreements will have to be approved by WoF EXCO. The bidder must demonstrate their ability to create the optimum number of jobs possible within the funding and resource constraints within i) poorly resourced areas and ii) well-resourced areas e.g. commercial, agriculture, forestry and local & provincial authority partnerships.

4.11 Preventative measures:

- Preliminary estimates indicate that as much as 10 million hectares is theoretically supposed to burn on average per year, either by way of prescribed burning operations or through leaving selected wildfires to burn themselves out naturally or a combination of both. Although, the Advanced Fire Information System (AFIS) has recorded on average only 5.3 million hectares burnt per year between 2008/9 and 2014/15, which is a representation of the true extent of veld & forest (wildland) fires per year. On average, for the same period, WoF was involved in an estimated 790 000 hectares of veld & forest (wildland) fires per year. The bidder must provide a strategy to demonstrate their ability to put preventative measures in place to minimise the negative impact of veld & forest (wildland) fires on the life and livelihoods of communities and the maintenance of ecologically sustainable fire regimes across all fire-prone landscapes in the country.

4.12 Health and Safety:

- Occupational health and safety is an integral part of project management. The SP in partnership with the Department should ensure that the relevant legislation is adhered to and that participants are well informed on health and safety requirements as outlined in the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993), amendments to the Act and other applicable regulations. The bidder will be required to submit an OHS Policy and Implementation Plan, including the procurement of PPE, appropriate for the implementation of integrated veld & forest (wildland) fire management. The Occupational Health and Safety Oversight Committee takes overall responsibility for coordinating OHS compliance.

5. EXPECTED WOF PROGRAMME DELIVERABLES & OUTCOMES

5.1 In preparation of tenders, bidders should take into account, the relevant resources needed and plan for the reporting requirements on the following aspects;
i. Monthly operational performance against set targets annually and evidence thereto e.g. hectares burnt, the number of fires attended to, hectares treated for specific purposes, fire-belts, prescribed burning, fuel-load reduction etc.

ii. Monthly management of performance to ensure EPWP reporting and evidence.

iii. Effective fleet management ensuring value for money for the Department and quantifying available transport capacity in terms of i) seats available for the deployment of human resources (e.g. the fire-fighters etc), ii) resource deployment (e.g. fire trucks, “bakkie-sakkies”, fire pumps etc.).

iv. Detailed reporting on training (accredited and non-accredited) provided and ensuring participants receive certificates for accredited training and obtain recognition for non-accredited training as required.

v. Data management and custodianship (data storage systems) to ensure the Programme’s performance is well recorded, captured, managed and secured.

vi. Reporting on the deployment and availability of aerial support resources for the winter and summer fire seasons

vii. Reporting on research and development for the improvement of the Programme

viii. Asset control management

5.2 The functions allowed for in the payment of management fees (inclusive of recordals) are intended to cover the costs of the provision of services and risks associated with the implementation of the WoF Programme as detailed below:

i. Strategic management of the programme, including strategic direction on financial management, corporate governance, human resources, information technology and legal matters in the form of qualified and experienced core management team members within each of the aforementioned fields.

ii. Oversee, continuously improve and ensure the implementation of Standard Operating Procedures (SOPs) for Integrated Veld & Forest Fire Management (IFM) as approved by the WOF Governance structures.

iii. In support of number ii above, seek innovative global good practices in job creation, skills transfer, including international skills transfer programmes, technical and vocational training for the implementation of IFM.

iv. Sourcing and securing of adequate financing; including vehicle and asset finance and working capital as required.

v. Sourcing, testing, introduction and implementation of new technology as identified by WOF Governance Structures.
vi. Implementing a private-sector institutional framework for efficient management, measuring and ensuring quality control of the Programme.

vii. Assess, identify, assume and accept the responsibility for and management of all the risks related to the Programme, including but not limited to veld & forest (wildlands) fire management risk, reputational risk, life, and property, environmental, financial, legal and social risk.

viii. Implementing a comprehensive safety management system for all aspects of the Programme, including but not limited to, aviation, transport and Integrated Fire Management (IFM) operations to ensure the identification, mitigation and safe operation of personnel and crews.

ix. Assisting the relevant Department responsible for the administration of the National Veld & forest Act, 1998 (Act No. 101 of 1998) with the implementation and operationalisation thereof through active participation and contributions to FPA and Departmental structures.

x. Assisting the National Disaster Management Centre (NDMC) in the form of response and mitigation plans for major and disaster fires within the summer and winter rainfalls of the country.


6. PERIOD / DURATION OF PROJECT / ASSIGNMENT

Subject to the agreement and the signing of a Memorandum of Agreement and a Service Level Agreement by both parties, until 31 March 2026 (five-year term).

7. COSTING / COMPREHENSIVE BUDGET

7.1 Comprehensive indicative budgets must be provided in a separate envelope (and on flash drive), inclusive of all disbursement costs, expenses and VAT as per the budget structure. A MS Excel Workbook and an explanatory MS Word document called “WOF 5 Year Budget and Employment Cost Summary” are attached hereto (see Annexure G), which will explain how to complete two spreadsheets namely;

1) Bidding guide: Budget Profile
2) Five-year Budget and Employment Cost Summary.

The SP will be required to submit both spreadsheets within the deadline as part of the tender process (in hard copy and on flash drive). The required templates (spreadsheets in MS Excel) will be provided to bidders and should be compiled as prescribed.
7.2 Indicative budgets must be based on the deployment of adequate resources for the equivalent of i) 4 200 fire-fighters across the fire-prone biomes of the country, ii) 700 specialised clearing participants for inaccessible areas (generally focusing on the mountain areas of the country) and iii) 600 participants aimed at forest protection and sustainable management in the forestry regions of the country.

7.3 As the payout of wages (daily wages, UIF & COIDA) is a deliverable of the project the price quotation will be calculated by subtracting the Wage Cost per FTE from the total cost per FTE (which includes all four budget items listed above in the spreadsheet).

7.4 For the purposes of evaluation, the bid price for the first year will be fixed. For the outer years, the bidder needs to consider CPIX of 4%. However, the annualised CPIX, as published by Stats SA, will be used to adjust annual costs allowing for actual CPIX increases. A maximum of 5% for contingencies will be considered.

8 EVALUATION OF METHOD

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

- Phase 1: Pre-compliance
- Phase 2: Mandatory Requirements
- Phase 3: Functional & Technical Evaluation Criteria
- Phase 4: Price and B-BBEE

8.2. PHASE 1: Pre-compliance or Initial Screening

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

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

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Administrative Requirements</th>
<th>Check/Compliance</th>
<th>Non-submission may result in disqualification?</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Master Bid Document</td>
<td>provided and bound</td>
<td>*YES</td>
</tr>
<tr>
<td>2</td>
<td>1 Copy of Bid Document</td>
<td>provided and bound</td>
<td>**NO</td>
</tr>
<tr>
<td>Item No.</td>
<td>Administrative Requirements</td>
<td>Check/Compliance</td>
<td>Non-submission may result in disqualification?</td>
</tr>
<tr>
<td>---------</td>
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<td>----------------------------------------------------------------------------------</td>
<td>-----------------------------------------------</td>
</tr>
<tr>
<td>3</td>
<td>Electronic copy (on flash drive) of the master bid document</td>
<td>Provided and similar to Master Bid Document</td>
<td>**NO</td>
</tr>
<tr>
<td>4</td>
<td>Workbook with spreadsheets on MS Excel; 1) Bidding guide: Budget Profile 2) Five-year Budget and Employment Cost Summary.</td>
<td>Provided MS Excel format on a flash drive and hard copy</td>
<td>**NO</td>
</tr>
</tbody>
</table>

**Included in the Bid Document**

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Administrative Requirements</th>
<th>Check/Compliance</th>
<th>Non-submission may result in disqualification?</th>
</tr>
</thead>
<tbody>
<tr>
<td>5</td>
<td>SCM - SBD 1 - Invitation to Bid</td>
<td>Completed and signed</td>
<td>*YES</td>
</tr>
<tr>
<td>6</td>
<td>SCM - SBD 2 - Tax Clearance Certificate Requirements</td>
<td>CSD registration number/SARS PIN and CSD summary report</td>
<td>*NO</td>
</tr>
<tr>
<td>7</td>
<td>SCM - SBD 4 - Declaration of Interest</td>
<td>Completed and signed</td>
<td>*YES</td>
</tr>
<tr>
<td>8</td>
<td>SCM - SBD 6.1 - Preference Points Claim Form in terms of the Preferential Procurement Regulations 2017</td>
<td>Completed and signed, supported by B-BBEE Certificate if applicable or Affidavit if applicable</td>
<td>**NO</td>
</tr>
<tr>
<td>9</td>
<td>SCM - SBD 8 – Declaration of Bidder’s Past Supply Chain Management Practices</td>
<td>Completed and signed, supported</td>
<td>*YES</td>
</tr>
<tr>
<td>10</td>
<td>SCM - SBD 9 - Certificate of Independent Bid Determination</td>
<td>Completed and signed</td>
<td>*YES</td>
</tr>
<tr>
<td>11</td>
<td>Proof of registration with Compensation for Occupational Injuries and Diseases Act (COIDA)</td>
<td>Valid COIDA attached</td>
<td>*YES</td>
</tr>
<tr>
<td>12</td>
<td>In case of bids where Consortia / Joint Ventures, Consortia/Joint Venture agreement signed by both parties must be submitted with bid proposal</td>
<td>JV agreement completed and signed, if applicable</td>
<td>*YES</td>
</tr>
<tr>
<td>13</td>
<td>Comprehensive Curriculum Vitae (CV) – Project Team</td>
<td>Detailed CV of the proposed resources.</td>
<td>**NO</td>
</tr>
</tbody>
</table>

*YES – DEFF reserves the right to reject proposals that are not submitted in the prescribed format or where information presented is illegible or incomplete and will not be further evaluated for Mandatory Requirements (Phase 2)
**NO** – DEFF reserve the right to request such information during the evaluation process of the proposal and such information must be presented within short notice. Failure to provide such documents within the timeframe, the bid will be regarded as non-responsive, and will be disqualified.

### 8.3. PHASE 2: MANDATORY REQUIREMENTS

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

<table>
<thead>
<tr>
<th>Requirement</th>
<th>Comply: Yes or No</th>
</tr>
</thead>
<tbody>
<tr>
<td>Audited Financial Statements for 3 years</td>
<td>yes</td>
</tr>
<tr>
<td>Letter of intent – (insurance) public liability or professional indemnity</td>
<td>yes</td>
</tr>
<tr>
<td>Letter of commitment from the bidder that a minimum of 30% of the value of the contract will be sub-contracted to EME/QSE which is at least 51% owned by black designated groups (i.e. black people from the following groups i) youth or ii) women or iii) people living with disabilities or iv) people living in rural or underdeveloped areas/townships) as prescribed in the Preferential Procurement Regulations of 2017. The letter of commitment by the bidder, must indicate how the 30% will be aligned to the budget proposal.</td>
<td>yes</td>
</tr>
</tbody>
</table>

### 8.4 PHASE 3: Functionality Criteria

#### 8.4.1 Only bid proposals that meet pre-compliance and mandatory requirements will be considered to be evaluated on functionality criteria. There will be an online non-compulsory briefing session on 29 September 2020 (from 10:00 until 16:00) via Microsoft Teams with the following link: https://teams.microsoft.com/l/meetup-join/19%3ameeting_YmlwNjNhYmYyY2QxNy00YTcyLWFjNTktNzExNzIyY2M4%40thread.v2/0?context=%7b%22Tid%22%3a%22%3a%224ce253e7-3961-428c-ab621f96cf3a9fd9%22%2c%22Oid%22%3a%224ce253e7-3961-428c-ab621f96cf3a9fd9%22%2c%22%3a%22dd93d959-c1aa-428d-a2e4-9729ce1fe901%22%7d but tenders can request clarification of the tender documents, if necessary, submit questions or queries by notifying the Department at least seven (07) calendar days before the closing time stated in the tender data in writing.

#### 8.4.2 The bidder must score a minimum of 75% during Phase 3 (functionality / technical) of the evaluation to qualify for Phase 4 of the evaluation where only points for Price and B-BBEE will be considered.
8.4.3 The following values/indicators will be applicable when evaluating functionality and technical ability:

<table>
<thead>
<tr>
<th>WOF Tender: First Assessment</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Area of Assessment</strong></td>
</tr>
<tr>
<td><strong>Total functionality:</strong></td>
</tr>
<tr>
<td>1. Bidders understanding of integrated veld &amp; forest (wildland) fire &amp; related management functions, and programme execution</td>
</tr>
<tr>
<td>2. Capacity for Programme management functions</td>
</tr>
<tr>
<td>3. Management of Assets</td>
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<tr>
<td>4. Sustainability</td>
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<tr>
<td>5. Incident Command System</td>
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<td>6. Aerial Support</td>
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<tr>
<td>7. Training</td>
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<tr>
<td><strong>Technical Ability:</strong></td>
</tr>
<tr>
<td>1. Quality of Project Plan (5 points)</td>
</tr>
<tr>
<td>2. Capability of SP’s team (10 points)</td>
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<tr>
<td>3. Experience of SP’s team (10 points)</td>
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<tr>
<td>4. Track Record of SP (20 points)</td>
</tr>
<tr>
<td><strong>First Assessment Subtotal</strong> (a minimum of 75% needs to be scored for the SP to progress to a Second Assessment)</td>
</tr>
</tbody>
</table>

A. EVALUATION ON FUNCTIONALITY: INTEGRATED VELD & FOREST (WILDLAND) FIRE MANAGEMENT AND RELATED PROGRAMMES (WOF PROGRAMME)

The following values/indicators will be applicable when evaluating functional ability:

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

<table>
<thead>
<tr>
<th>Indicator 1 – Bidders understanding of integrated veld &amp; forest (wildland) fire &amp; related management functions, and programme execution</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Criteria</strong></td>
</tr>
<tr>
<td>The bidder provides evidence of their understanding of the following prioritised areas;</td>
</tr>
<tr>
<td>1. Fleet management and value for money for the Department and quantifying available transport capacity in terms of i) seats available for the deployment of</td>
</tr>
</tbody>
</table>
human resources (e.g. firefighters etc.), ii) resource deployment (e.g. fire trucks, "bakkie-sakkies", fire pumps etc.).

2. Performance management related to targets set e.g. hectares burnt, number of fires attended to, hectares treated for specific purposes, fire-belts, prescribed burning, fuel-load reduction etc, and evidence required.

3. Deployment and availability of appropriate aerial support resources for the winter and summer fire seasons.

4. Training (accredited and non-accredited) requirements pertaining to integrated veld & forest (wildland) fire, and related management functions and the recognition thereof.

5. EPWP Performance Management and evidence required.

6. Asset control management and the quality of Asset Management policy.

7. Data management and custodianship (data storage systems) to ensure the Programme’s performance is well recorded, captured, managed and secured.

8. Applied research & development, and monitoring protocols for the improvement of the Programme in terms of i) ecological ii) socio-economic and iii) technical.

The bidder provides evidence of their understanding of the following prioritised areas;

1. Fleet management and value for money for the Department and quantifying available transport capacity in terms of i) seats available for the deployment of human resources (e.g. firefighters etc), ii) resource deployment (e.g. fire trucks, "bakkie-sakkies", fire pumps etc.).

2. Performance management related to targets set e.g. hectares burnt, number of fires attended to, hectares treated for specific purposes, fire-belts, prescribed burning, fuel-load reduction etc, and evidence required.

3. Deployment and availability of appropriate aerial support resources for the winter and summer fire seasons.

4. Training (accredited and non-accredited) requirements pertaining to integrated veld & forest (wildland) fire, and related management functions and the recognition thereof.

5. EPWP Performance Management and evidence required.

6. Asset control management and the quality of Asset Management policy.
<table>
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<th>The bidder provides evidence of their understanding of the following prioritised areas;</th>
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<td>2. Performance management related to targets set e.g. hectares burnt, number of fires attended to, hectares treated for specific purposes, fire-belts, prescribed burning, fuel-load reduction etc, and evidence required.</td>
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<td></td>
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<td>5. EPWP Performance Management and evidence required.</td>
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</table>

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<tr>
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<tbody>
<tr>
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<tr>
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<tbody>
<tr>
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2. Performance management related to targets set e.g. hectares burnt, number of fires attended to, hectares treated for specific purposes, fire-belts, prescribed burning, fuel-load reduction etc, and evidence required.

3. Deployment and availability of appropriate aerial support resources for the winter and summer fire seasons.

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<tr>
<th>Not compliant (do not address the listed prioritised areas)</th>
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**Indicator 2 - Capacity for Programme management functions**

<table>
<thead>
<tr>
<th>Criteria</th>
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<tbody>
<tr>
<td>The bidder provides evidence of their understanding of the following prioritised areas;</td>
<td>5</td>
</tr>
<tr>
<td>1. Evidence of adequate corporate management capacity including strategic direction on financial management, corporate governance, human resources, information technology and legal matters.</td>
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<tr>
<td>2. Evidence of appropriate intellectual property on Standard Operating Procedures (SOPs) related to veld &amp; forest (wildland) fire, and related management functions.</td>
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<tr>
<td>3. Evidence of adequate financing; including vehicle and asset finance and working capital available.</td>
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<tr>
<td>4. Evidence of achievable novel innovations by the bidder and implementation of global best practices in job creation, skills transfer, training and IFM.</td>
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<tr>
<td>5. Evidence of an appropriate history of sourcing, testing, introduction and implementation of new technology related to veld &amp; forest (wildland) fire, and related management functions.</td>
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<tr>
<td>6. Evidence of an appropriate institutional framework for efficient management, measuring and ensuring quality control of the Programme.</td>
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<tr>
<td>7. Evidence of adequate partnerships with reputable international experts and/or entities and the subsequent skills transferred.</td>
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<tr>
<td>8. Evidence of an appropriate Risk Management Strategy that allows for assessment, identification, assuming and accepting vulnerability of the risk, including but not limited to veld &amp; forest (wildland) fire management risk, reputational risk, life, property, environmental and social risk.</td>
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<tr>
<td>9. Evidence of an appropriate safety management system for aviation, transport</td>
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pertaining to veld & forest (wildland) fire, and related management operations to ensure the identification, mitigation and safe operation of personnel and crews.


11. Evidence of appropriate expert knowledge with regards to the response and mitigation plans for major and disaster fires.

| 1. **The bidder provides evidence of their understanding of the following prioritised areas:** Evidence of adequate corporate management capacity including strategic direction on financial management, corporate governance, human resources, information technology and legal matters. |
| 2. Evidence of appropriate intellectual property on Standard Operating Procedures (SOPs) related to veld & forest (wildland) fire, and related management functions. |
| 3. Evidence of adequate financing; including vehicle and asset finance and working capital available. |
| 4. Evidence of achievable novel innovations by the bidder and implementation of global best practices in job creation, skills transfer, training and IFM. |
| 5. Evidence of an appropriate history of sourcing, testing, introduction and implementation of new technology related to veld & forest (wildland) fire, and related management functions. |
| 6. Evidence of an appropriate institutional framework for efficient management, measuring and ensuring quality control of the Programme. |
| 7. Evidence of adequate partnerships with reputable international experts and/or entities and the subsequent skills transferred. |
| 8. Evidence of an appropriate Risk Management Strategy that allows for assessment, identification, assuming and accepting vulnerability of the risk, including but not limited to veld & forest (wildland) fire management risk, reputational risk, life, property, environmental and social risk. |
| 9. Evidence of an appropriate safety management system for aviation, transport pertaining to veld & forest (wildland) fire, and related management operations to ensure the identification, mitigation and safe operation of personnel and crews. |
2. Evidence of appropriate intellectual property on Standard Operating Procedures (SOPs) related to veld & forest (wildland) fire, and related management functions.

3. Evidence of adequate financing; including vehicle and asset finance and working capital available.

4. Evidence of achievable novel innovations by the bidder and implementation of global best practices in job creation, skills transfer, training and IFM.

5. Evidence of an appropriate history of sourcing, testing, introduction and implementation of new technology related to veld & forest (wildland) fire, and related management functions.

6. Evidence of an appropriate institutional framework for efficient management, measuring and ensuring quality control of the Programme.

7. Evidence of adequate partnerships with reputable international experts and/or entities and the subsequent skills transferred.

8. Evidence of an appropriate Risk Management Strategy that allows for assessment, identification, assuming and accepting vulnerability of the risk, including but not limited to veld & forest (wildland) fire management risk, reputational risk, life, property, environmental and social risk.

1. **The bidder provides evidence of their understanding of the following prioritised areas:** Evidence of adequate corporate management capacity including strategic direction on financial management, corporate governance, human resources, information technology and legal matters.

2. Evidence of appropriate intellectual property on Standard Operating Procedures (SOPs) related to veld & forest (wildland) fire, and related management functions.

3. Evidence of adequate financing; including vehicle and asset finance and working capital available.

4. Evidence of achievable novel innovations by the bidder and implementation of global best practices in job creation, skills transfer, training and IFM.

5. Evidence of an appropriate history of sourcing, testing, introduction and implementation of new technology related to veld & forest (wildland) fire, and related management functions.

6. Evidence of an appropriate institutional framework for efficient management, measuring and ensuring quality control of the Programme.

7. Evidence of adequate partnerships with reputable international experts and/or entities and the subsequent skills transferred.
The bidder provides evidence of their understanding of the following prioritised areas:
1. Evidence of adequate corporate management capacity including strategic direction on financial management, corporate governance, human resources, information technology and legal matters.
2. Evidence of appropriate intellectual property on Standard Operating Procedures (SOPs) related to veld & forest (wildland) fire, and related management functions.
3. Evidence of adequate financing; including vehicle and asset finance and working capital available.
4. Evidence of achievable novel innovations by the bidder and implementation of global best practices in job creation, skills transfer, training and IFM.
5. Evidence of an appropriate history of sourcing, testing, introduction and implementation of new technology related to veld & forest (wildland) fire, and related management functions.
6. Evidence of an appropriate institutional framework for efficient management, measuring and ensuring quality control of the Programme.

<table>
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<tr>
<th>Indicator 3 - Management of Assets</th>
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<td>Criteria</td>
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<tr>
<td>The bidder provides evidence of their understanding of the following prioritised areas;</td>
<td></td>
</tr>
<tr>
<td>1. A Procurement Strategy for procuring of a new and replacement fleet as required by the Programme. It should include aspects of expansion, upgrading and refurbishment of the existing vehicle fleet. A full maintenance plan needs to be provided for all vehicles and other capital equipment.</td>
<td></td>
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<tr>
<td>2. An achievable Operations and Maintenance Plan on how they will manage the existing fleet.</td>
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<tr>
<td>3. An appropriate Asset Management Policy and provide evidence of their asset management capabilities and infrastructure.</td>
<td></td>
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</tbody>
</table>
1. The bidder provides evidence of their understanding of the following prioritised areas; A Procurement Strategy for procuring of a new and replacement fleet as required by the Programme. It should include aspects of expansion, upgrading and refurbishment of the existing vehicle fleet. A full maintenance plan needs to be provided for all vehicles and other capital equipment.
2. An achievable Operations and Maintenance Plan on how they will manage the existing fleet.

1. The bidder provides evidence of their understanding of the following prioritised areas; A Procurement Strategy for procuring of a new and replacement fleet as required by the Programme. It should include aspects of expansion, upgrading and refurbishment of the existing vehicle fleet. A full maintenance plan needs to be provided for all vehicles and other capital equipment.

The bidder provides partial evidence of their understanding of the following prioritised areas;
1. A Procurement Strategy for procuring of a new and replacement fleet as required by the Programme. It should include aspects of expansion, upgrading and refurbishment of the existing vehicle fleet. A full maintenance plan needs to be provided for all vehicles and other capital equipment.
2. An achievable Operations and Maintenance Plan on how they will manage the existing fleet.
3. An appropriate Asset Management Policy and provide evidence of their asset management capabilities and infrastructure.

1. The bidder provides poor evidence of their understanding of the following prioritised areas; A Procurement Strategy for procuring of a new and replacement fleet as required by the Programme. It should include aspects of expansion, upgrading and refurbishment of the existing vehicle fleet. A full maintenance plan needs to be provided for all vehicles and other capital equipment.
2. An achievable Operations and Maintenance Plan on how they will manage the existing fleet.
3. An appropriate Asset Management Policy and provide evidence of their asset management capabilities and infrastructure.

Not compliant (does not address priorities as listed)
## Indicator 4 - Sustainability

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Score</th>
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</thead>
<tbody>
<tr>
<td>1. The bidder provides evidence of their understanding of the following prioritised areas; Clearly achievable initiatives to encourage land-users and the public in awareness of their responsibility in terms of veld &amp; forest (wildland) fire, and related management functions.</td>
<td>5</td>
</tr>
<tr>
<td>2. Effective promotional activities to unlock investment potential for veld &amp; forest (wildland) fire, and related management functions.</td>
<td></td>
</tr>
<tr>
<td>4. A demonstration of the bidder's ability and applicable experience, both in terms of their capacity and their capability to assist the Department to assess the level of market interest in integrated veld &amp; forest (wildland) fire management.</td>
<td></td>
</tr>
<tr>
<td>5. Expert capacity amongst key staff that demonstrates the bidder's ability to undertake or facilitate applied research focused on the development and improvement of integrated fire management, socio-economic and technology development for the betterment of the programme.</td>
<td></td>
</tr>
<tr>
<td>6. An adequate OHS Policy and Implementation Plan, including the procurement of PPE, appropriate for the implementation of integrated veld &amp; forest (wildland) fire management.</td>
<td></td>
</tr>
<tr>
<td>7. Achievable measures that demonstrate the bidder’s ability to put preventative measures in place to minimise the negative impact of veld &amp; forest (wildland) fires on the life and livelihoods of communities and the maintenance of ecologically sustainable fire regimes across all fire-prone landscapes in the country.</td>
<td></td>
</tr>
<tr>
<td>8. The bidder’s ability and strategy to unlock a variety of funding sources considering a secure five-year agreement with Department, to deliver specified services to third parties with mutually agreed terms and conditions in the summer and winter rainfall regions of the country.</td>
<td></td>
</tr>
<tr>
<td>9. A feasible strategy to develop and expand the market for integrated fire management services, the potential for Broad-Based Black Economic Empowerment and opportunities for historically disadvantaged individuals.</td>
<td></td>
</tr>
</tbody>
</table>
The bidder provides evidence of their understanding of the following prioritised areas:

1. Clearly achievable initiatives to encourage land-users and the public in awareness of their responsibility in terms of veld & forest (wildland) fire, and related management functions.
2. Effective promotional activities to unlock investment potential for veld & forest (wildland) fire, and related management functions.
4. A demonstration of the bidder’s ability and applicable experience, both in terms of their capacity and their capability to assist the Department to assess the level of market interest in integrated veld & forest (wildland) fire management.
5. Expert capacity amongst key staff that demonstrates the bidder’s ability to undertake or facilitate applied research focused on the development and improvement of integrated fire management, socio-economic and technology development for the betterment of the programme.
6. An achievable strategy to demonstrate the bidder’s ability to create the optimum number of jobs possible within the funding and resource constraints within i) poorly resourced areas and ii) well-resourced areas e.g. commercial, agriculture, forestry and local & provincial authority partnerships.
7. An adequate OHS Policy and Implementation Plan, including the procurement of PPE, appropriate for the implementation of integrated veld & forest (wildland) fire management.
8. Achievable measures that demonstrate the bidder’s ability to put preventative measures in place to minimise the negative impact of veld & forest (wildland) fires on the life and livelihoods of communities and the maintenance of ecologically sustainable fire regimes across all fire-prone landscapes in the country.

4. Demonstration of the bidder’s ability and applicable experience, both in terms of their capacity and their capability to assist the Department to assess the level of market interest in integrated veld & forest fire management.

5. Expert capacity amongst key staff that demonstrates the bidder’s ability to undertake or facilitate applied research focused on the development and improvement of integrated fire management, socio-economic and technology development for the betterment of the programme.

6. An achievable strategy to demonstrate the bidder’s ability to create the optimum number of jobs possible within the funding and resource constraints within i) poorly resourced areas and ii) well- resourced areas e.g. commercial, agriculture, forestry and local & provincial authority partnerships.

7. An adequate OHS Policy and Implementation Plan, including the procurement of PPE, appropriate for the implementation of integrated veld & forest (wildland) fire management.

The bidder provides evidence of their understanding of the following prioritised areas;

1. Clearly achievable initiatives to encourage land-users and the public in awareness of their responsibility in terms of veld & forest (wildland) fire, and related management functions.

2. Effective promotional activities to unlock investment potential for veld & forest (wildland) fire, and related management functions.


4. Demonstration of the bidder’s ability and applicable experience, both in terms of their capacity and their capability to assist the Department to assess the level of market interest in integrated veld & forest (wildland) fire management.

5. Expert capacity amongst key staff that demonstrates the bidder’s ability to undertake or facilitate applied research focused on the development and
improvement of integrated fire management, socio-economic and technology development for the betterment of the programme.

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The bidder provides evidence of their understanding of the following prioritised areas:

1. Clearly achievable initiatives to encourage land-users and the public in awareness of their responsibility in terms of veld & forest (wildland) fire, and related management functions.

2. Effective promotional activities to unlock investment potential for veld & forest (wildland) fire, and related management functions.


4. Demonstration of the bidder’s ability and applicable experience, both in terms of their capacity and their capability to assist the Department to assess the level of market interest in integrated veld & forest (wildland) fire management.

5. Expert capacity amongst key staff that demonstrates the bidder’s ability to undertake or facilitate applied research focused on the development and improvement of integrated fire management, socio-economic and technology development for the betterment of the programme.

| Not compliant (does not address priorities as listed) | 0 |

Indicator 5 – Incident Command System

Criteria | Score
---|---
1. The bidder provides evidence of their understanding of the following prioritised areas; An internationally acknowledged Incident Command System (ICS) in operation for fire suppression. | 5
2. A protocol in place to maximise the efficiency of command and control during incidents. | 
3. A training programme for the selected ICS. | 

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The bidder provides evidence of their understanding of the following prioritised areas:
1. An internationally acknowledged Incident Command System (ICS) in operation for fire suppression.
2. A protocol in place to maximise the efficiency of command and control during incidents.

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<thead>
<tr>
<th>The bidder provides evidence of their understanding of the following prioritised areas;</th>
<th>4</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. <strong>An internationally acknowledged Incident Command System (ICS) in operation for fire suppression.</strong> OR 2. A protocol in place to maximise the efficiency of command and control during incidents.</td>
<td>3</td>
</tr>
</tbody>
</table>

The bidder provides limited/partial evidence of their understanding of the following prioritised areas:
1. An internationally acknowledged Incident Command System (ICS) in operation for fire suppression.
2. A protocol in place to maximise the efficiency of command and control during incidents.

<table>
<thead>
<tr>
<th>The bidder provides limited/partial evidence of their understanding of the following prioritised areas;</th>
<th>2</th>
</tr>
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<tbody>
<tr>
<td>1. <strong>An internationally acknowledged Incident Command System (ICS) in operation for fire suppression.</strong> OR 2. A protocol in place to maximise the efficiency of command and control during incidents.</td>
<td>1</td>
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Not compliant (in terms of priority areas) 0

**Indicator 6 – Aerial Support**

<table>
<thead>
<tr>
<th>Criteria</th>
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The bidder provides evidence of their understanding of the following prioritised areas:

1. An aerial support capacity appropriate for veld & forest (wildland) fire suppression and trooping including the following:
   - Reconnaissance aircraft/resources
   - Helicopter water bombing
   - Helicopter for fire-fighting trooping and resource deployment with the ability of rapid deployment e.g. fast roping or rappeling
   - How the bidder proposes to incorporate the use of three BO105 in the broader Strategy
   - Aerial resources ground support vehicles and other equipment

2. How the bidder will address all aspects pertaining to the appropriate aerial support, including:
   - The SP must present a well-informed aerial support business model that is “fit-for-purpose”.
   - dispatch and coordination

3. A Fixed wing water bombing capacity to support 1 and 2 above (where applicable).

4. The incorporation of Unmanned Aerial Vehicle (UAV)(Drone) into the broader Strategy
OR
The incorporation of Unmanned Aerial Vehicle (UAV)(Drone) into the broader Strategy

<table>
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<tr>
<th>3</th>
<th>The bidder provides evidence of their understanding of the following prioritised areas; 1. Aerial support capacity appropriate for veld &amp; forest (wildland) fire suppression and trooping including the following;</th>
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<tbody>
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<tr>
<td></td>
<td>- Helicopter water bombing</td>
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<td></td>
<td>- How the bidder proposes to incorporate the use of three BO105 in the broader Strategy</td>
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<tr>
<td></td>
<td>- Helicopter for fire-fighting trooping and resource deployment</td>
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<tr>
<td></td>
<td>- Aerial resources ground support vehicles and other equipment</td>
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2. How the bidder will address all aspects of pertaining to the appropriate aerial support, including the availability of aerial resources
   - The SP must present a well-informed aerial support business model that is “fit-for-purpose”.
   - dispatch and coordination

<table>
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<tr>
<th>2</th>
<th>The bidder provides evidence of their understanding of the following prioritised area; 1. An appropriate aerial support capacity for veld &amp; forest (wildland) fire suppression and trooping including the following;</th>
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<tbody>
<tr>
<td></td>
<td>- Reconnaissance aircraft/resources</td>
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</table>
- Helicopter water bombing
- How the bidder proposes to incorporate the use of three BO105 in the broader Strategy
- Helicopter for fire-fighting trooping and resource deployment
- Aerial resources ground support vehicles and other equipment

| The bidder provides limited/partial evidence of their understanding of the following prioritised area; 1. An aerial support capacity appropriate for veld & forest (wildland) fire suppression and trooping including the following; |
|---|---|
| | - Reconnaissance aircraft/resources
| | - Helicopter water bombing
| | - Helicopter for fire-fighting trooping and resource deployment with the ability of rapid deployment e.g. fast roping or rappeling
| | - How the bidder proposes to incorporate the use of three BO105 in the broader Strategy
| | - Aerial resources ground support vehicles and other equipment.

Not compliant in terms of priority areas (as listed). | 0
## Indicator 6 – Training

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<th>Criteria</th>
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<tbody>
<tr>
<td><strong>1. The bidder provides evidence of their understanding of the following prioritised areas:</strong> The scope and ability of the SP to provide training to all participants throughout the country. They must specify their experience in, and capacity to offer training (accredited and non-accredited) and socio-economic development to programme participants. A business model that will ensure adequate training to all participants in the country must be presented.</td>
<td>5</td>
</tr>
<tr>
<td><strong>2. An achievable and accredited OHS training programme to improve the overall safety of participants and communities related for integrated veld &amp; forest (wildland) fire, and related management activities.</strong></td>
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<tr>
<td><strong>3. An implementable plan to improve the employability and life-skills levels of WoF participants appropriate for integrated veld &amp; forest (wildland) fire, and related management functions.</strong></td>
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**Zoo**

**OR**

An implementable plan to improve the employability and life-skills levels of WoF participants appropriate for integrated veld & forest (wildland) fire, and related management functions.
1. The bidder provides evidence of their understanding of the following prioritised areas; The scope and ability of the SP to provide training to all participants throughout the country. They must specify their experience in, and capacity to offer training (accredited and non-accredited) and socio-economic development to programme participants. A business model that will ensure adequate training to all participants in the country must be presented.

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1. The bidder provides limited/partial evidence of their understanding of the following prioritised areas; The scope and ability of the SP to provide training to all participants throughout the country. They must specify their experience in, and capacity to offer training (accredited and non-accredited) and socio-economic development to programme participants. A business model that will ensure adequate training to all participants in the country must be presented.

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1. The bidder provides no evidence of their understanding of the following prioritised areas; The scope and ability of the SP to provide training to all participants throughout the country. They must specify their experience in, and capacity to offer training (accredited and non-accredited) and socio-economic development to programme participants. A business model that will ensure adequate training to all participants in the country must be presented.

Not compliant in terms of priority areas (as listed)

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B. EVALUATION ON TECHNICAL ABILITY: INTEGRATED VELD & FOREST (WILDLAND) FIRE MANAGEMENT AND RELATED PROGRAMMES (WOF PROGRAMME)

The following values/indicators will be applicable when evaluating technical ability:

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

<table>
<thead>
<tr>
<th>Indicator 1 – Quality of Project Plan</th>
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<tbody>
<tr>
<td>Criteria</td>
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<tr>
<td>1. Project plan, with goals and objectives, provided are relevant and fully in line with WoF strategic objectives with innovative methodologies/approaches and/or products.</td>
</tr>
<tr>
<td>2. Annual employment deliverables and job categories presented.</td>
</tr>
</tbody>
</table>
3. Annual employment timeframe and milestones, considering job categories, presented.

1. Project plan, with goals and objectives, provided are relevant and fully in line with WoF strategic objectives.
2. Annual employment deliverables presented.
3. Annual employment timeframe and milestones presented.

1. Project plan, with goals and objectives, provided are only partially in line with WoF strategic objectives.
2. Employment deliverables presented at contract period level only.
3. Employment timeframe and milestones at contract period level only.

1. Project plan, with goals and objectives, provided are not in line with WoF objectives.
2. No defined employment deliverables.
3. No defined contract employment timeframe and milestones.

Project plan irrelevant
No information provided

**Indicator 2 – Capability of SP’s team**

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<th>Criteria</th>
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<tbody>
<tr>
<td>• More than 80% of the core management team has a relevant Post Graduate qualification (NQF level 8) in the fields of integrated veld &amp; forest (wildland) fire strategic management (natural resource management, forestry, disaster management), financial management (e.g. B-Com/B-Acc plus Post Graduate), corporate governance, human resources, information technology, job creation, skills transfer, risk management, occupational health &amp; safety (Bachelor plus Post Graduate), aviation and fleet management (e.g. logistics).</td>
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<tr>
<td>• More than 50% of the core management team has a relevant Post Graduate qualification (NQF level 8) in the fields of integrated veld &amp; forest (wildland) fire strategic management (natural resource management, forestry, disaster management), financial management (e.g. B-Com/B-Acc plus Post Graduate), corporate governance, human resources, information technology, job creation, skills transfer, risk management, occupational health &amp; safety</td>
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(Bachelors plus Post Graduate), aviation and fleet management (e.g. logistics).

• More than 50% of the core management team has a relevant Degree (NQF level 7) in the fields of integrated veld & forest (wildland) fire strategic management (natural resource management, forestry, disaster management), financial management (e.g. B-Com/B-Acc plus Post Graduate), corporate governance, human resources, information technology, job creation, skills transfer, risk management, occupational health & safety (Bachelors plus Post Graduate), aviation and fleet management (e.g. logistics).

• More than 30% of the core management team has a relevant Degree (NQF level 7) in the fields of integrated veld & forest (wildland) fire strategic management (natural resource management, forestry, disaster management), financial management (e.g. B-Com/B-Acc plus Post Graduate), corporate governance, human resources, information technology, job creation, skills transfer, risk management, occupational health & safety (Bachelors plus Post Graduate), aviation and fleet management (e.g. logistics).

• Less than 30% of the core management team has a relevant Degree (NQF level 7) in the fields of integrated veld & forest (wildland) fire strategic management (natural resource management, forestry, disaster management), financial management (e.g. B-Com/B-Acc plus Post Graduate), corporate governance, human resources, information technology, job creation, skills transfer, risk management, occupational health & safety (Bachelors plus Post Graduate), aviation and fleet management (e.g. logistics).

• Not compliant

Indicator 3 – Experience of SP’s team

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Score</th>
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<tr>
<td>• More than 80% of the core management team has <strong>10 years or more</strong> relevant experience in the fields of integrated veld &amp; forest (wildland) fire strategic management, financial management, corporate governance, human resources, information technology, job creation, skills transfer, risk</td>
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management, occupational health & safety, aviation and fleet management for similar size and nature of programmes.

- **Between 50% and 79% of the core management team has more than 10 years relevant experience** in the fields of integrated veld & forest (wildland) fire strategic management, financial management, corporate governance, human resources, information technology, job creation, skills transfer, risk management, occupational health & safety, aviation and fleet management for similar size and nature of programmes.

- **More than 50% of the core management team has 5 but < 10 years relevant experience** in the fields of integrated veld & forest (wildland) fire strategic management, financial management, corporate governance, human resources, information technology, job creation, skills transfer, risk management, occupational health & safety, aviation and fleet management for similar size and nature of programmes.

- **More than 50% of the core management team has 3 but < 5 years relevant experience** in the fields of integrated veld & forest (wildland) fire strategic management, financial management, corporate governance, human resources, information technology, job creation, skills transfer, risk management, occupational health & safety, aviation and fleet management for similar size and nature of programmes.

- **More than 50% of the core management team has less than 3 years relevant experience** in the fields of integrated veld & forest (wildland) fire strategic management, financial management, corporate governance, human resources, information technology, job creation, skills transfer, risk management, occupational health & safety, aviation and fleet management for similar size and nature of programmes.

- **Not compliant**

**Indicator 4 – Track record of SP**

<table>
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<tr>
<th>Criteria</th>
<th>Score</th>
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<tr>
<td>The bidder provides evidence (i.e. a Company, Subsidiary, Joint Venture, Partnership or related parties profile) that highlights SP’s past and/or ongoing experience and competency in the fields of integrated veld &amp; forest (wildland) fire strategic management, with similar scope in terms of size and</td>
<td>5</td>
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complexity for 10 or more years for projects with a cumulative value of > R80 000 000 per year.

- The bidder provides evidence and should submit full details of, and at least 2 reliable contactable signed references from stakeholders that confirms that the bidder has the required experience for, projects of a similar scope which were successfully completed in the previous years.
- The tender provides evidence of 3 or more previous tenders awarded and/or projects successfully completed, including the project value/s and track record of service delivery again target/s.

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<th>Criteria</th>
<th>Score</th>
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<tr>
<td>• The bidder provides evidence (i.e. a Company, Subsidiary, Joint Venture, Partnership or related parties profile) that highlights SP’s past and/or ongoing experience and competency in the fields of integrated veld &amp; forest (wildland) fire strategic management, with similar scope in terms of size and complexity for 8 but &lt;10 years for projects with a cumulative value of &gt; R80 000 000 per year.</td>
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<td>• The bidder provides evidence and should submit full details of, and 2 reliable contactable signed references from stakeholders that confirm that the bidder has the required experience for, projects of a similar scope which were successfully completed in the previous years.</td>
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<tr>
<td>• The tender provides evidence of 3 previous tenders awarded and/or projects successfully completed, including the project value/s and track record of service delivery again target/s.</td>
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• The bidder provides evidence (i.e. a Company, Subsidiary, Joint Venture, Partnership or related parties profile) that highlights SP’s past and/or ongoing experience and competency in the fields of integrated veld & forest (wildland) fire strategic management, with similar scope in terms of size and complexity for 5 but <8 years for projects with a cumulative value of > R80 000 000 per year.

- The bidder provides evidence and should submit full details of, and reliable 2 contactable signed references from stakeholders that confirms that the bidder has the required experience for, projects of a similar scope which were successfully completed in the previous years.
- The tender provides evidence of previous tenders awarded and/or projects successfully completed, including the project value/s and track record of service delivery against target/s.

- The bidder provides evidence (i.e. a Company, Subsidiary, Joint Venture, Partnership or related parties profile) that highlights SP’s past and/or ongoing experience and competency in the fields of integrated veld & forest (wildland) fire strategic management, with similar scope in terms of size and complexity for <5 years for projects with a cumulative value of > R80 000 000 per year.

- The bidder provides evidence and should submit full details of, and 2 reliable contactable signed references from stakeholders that confirm that the bidder has the required experience for, projects of a similar scope which were successfully completed in the previous years.

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- The bidder provides evidence and should submit full details of, and less than 2 reliable contactable signed references from stakeholders that confirm that the bidder has the required experience for, projects of a similar scope which were successfully completed in the previous years.

- The tender provides evidence of 2 previous tenders awarded and/or projects successfully completed, including the project value/s and track record of service delivery against target/s.

- Not compliant

8.5. **PHASE 4: Preference Point System 90/10**
8.5.1. The **fourth phase** is to perform an evaluation of Price and BBBEE on the bidders, that successful qualified on phase 3 (functional evaluation).

8.5.2. **Calculation of points for price** - The PPPFA prescribes that the lowest acceptable bid will score 90 points for price. Bidders that quoted higher prices will score lower points for price on a pro-rata basis. Where functionality/technical is set as criteria, only bid proposals that meets functionality/technical requirements will be considered to be evaluated on price and B-BBEE.

8.6. **Calculating of points for B-BBEE status level of contribution**

8.6.1. 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:

<table>
<thead>
<tr>
<th>B.</th>
<th>PRICE</th>
<th>90</th>
<th>Number of points (90/10)</th>
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<tbody>
<tr>
<td>C.</td>
<td>B-BBEE Status Level Contributor</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>1</td>
<td>10</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>2</td>
<td>9</td>
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<td>8</td>
<td>8</td>
<td>1</td>
<td></td>
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<tr>
<td>Non –compliant contributor</td>
<td></td>
<td>0</td>
<td></td>
</tr>
</tbody>
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8.7. **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 does 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 for price only and zero (0) points out of 10 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 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.

e) The contract will be awarded to the tenderer scoring the highest points.

9 BID SUBMISSION REQUIREMENTS

9.1. Bidders should ensure that the following submission requirements, which will be needed for evaluation purposes are included in their bid proposal and are as follows:

9.1.1. The service provider must draft a table of content which will indicate where each document is located in the proposal

9.1.2. The proposal shall consist of two parts, namely the technical bid and the pricing bid (master and copy)

9.1.3. A certified copy of the relevant tertiary qualification or equivalent from a member from a recognised institution. Bidders are expected to ensure that nominated Team Leader 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).

9.1.4. The information in the CV of the proposed Project Team Members (CORE TEAM) should include relevant experience and qualifications in the chosen area of expertise demonstrating the required competency.

9.1.5. The proposal should include, amongst others, the following:

9.1.5.1. A proposed Programme Strategy, Structure and Implementation Plan

9.1.5.2. A list of references for the Executive Management Team and Key Technical Experts
9.1.5.3. Track records of the bidder and related parties where applicable
9.1.5.4. Ability to ensure continuing in executive management and resource deployment

9.1.6. Project reference specifying the role played by the service provider in the listed projects or assignments, project value and the duration of the project (start and end date).

9.1.7. A detailed Project Plan with a clear indication of who will be responsible for the management of the assignment as well as its execution. The allocation of team members to assignments should be based on the experience in delivering the scope of work as listed.

9.1.8. Standard bidding documents (SBD1, 2, 3.3, 4, 6.1, 8 and 9).

9.1.9. Tax compliance status requirements and/or Central Supplier Database (CSD) number or report.

9.1.10. Certified copies of identity documents of directors and shareholders of the company.

9.1.11. Entity registration Certificate (CK1).

9.1.12. Letter of Authority to sign documents on behalf of the company.

10. SPECIAL CONDITIONS OF CONTRACT

10.1. On appointment, the performance measures for the delivery of the agreed services will be closely monitored by DEFF.

10.2. DEFF will not be held responsible for any costs incurred by the service providers in the preparation, presentation and submission of the proposal.

10.3. The Contract Manager shall do the ongoing management of the Service Level Agreement (SLA).

10.4. The Service Provider/s will submit soft copies of the report monthly and quarterly progress reports to the Contract Manager, within one week after the end of each month and quarter for the duration of the project. Failure to submit the required reports on time will result in penalties.

10.5. The Service Provider/s must guarantee the presence of the Project Team (CORE TEAM) in charge of programme throughout the duration of the contract. Prior to the appointment of a replacement, the Contract Manager from DEFF must approve such appointment. If the Team Leader 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.
10.6. All the conditions specified in the General Conditions of Contract (GCC) will apply and where the conditions in the special conditions of contract contradict the conditions in the general conditions of contract the special conditions of contract will prevail.

10.7. 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.

10.8. Certified copies of the Tax Clearance Certificate will not be acceptable.

10.9. The proposals should be submitted with all required information containing technical information.

10.10. Travelling costs and time spent or incurred between home and office of the service provider and DEFF office will not be for the account of DEFF.

10.11. Skills transfer to NRM Management officials.

10.12. All intellectual Property right will belong to DEFF, including documentations, ICT infrastructure, source codes, websites, etc. and data collected from other parties for the implementation of this project.

10.13. 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.

10.14. A trust, consortium or joint venture will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.

10.15. A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate proposal.

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

10.17. Poor or non-performance by the bidder will result in cancellation of contracts.

10.18. Should the service provider fail to perform, DEFF reserves the right to cancel the contract in terms of the provisions of the Service Level Agreement.

11. SUB-CONTRACTING CONDITIONS/ REQUIREMENTS
11.1. 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.

11.2. In relation to a designated sector, a contractor will not be allowed to subcontract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.

11.3. A tenderer will not be awarded the points claimed for B-BBEE status level of contribution or contract if it is indicated in the bid documents that such a bidder intends subcontracting more 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.

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

12. PAYMENT TERMS

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

13. TECHNICAL ENQUIRIES

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

Name: Dr Christo Marais
Designation: Chief-Director: Natural Resource Management Programmes (NRM)
Telephone No. 082 551 8316
E-Mail: cmarais@environment.gov.za

Name: Mr Nceba Ngcobo
Designation: Director: Western & Northern Cape and National Programmes (NRM)
Telephone No. 083 451 2154
E-Mail: nngcobo@environment.gov.za
Name: Ms Sharon Lawrence
Designation: Contract Manager: Working on Fire (WOF) Programme
Telephone No. 084 991 1661
E-Mail: slawrence@environment.gov.za
THE NATIONAL TREASURY
Republic of South Africa

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
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:

- 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
- 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 contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

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
<table>
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<tr>
<th>Clause</th>
<th>Description</th>
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<tr>
<td>29. Governing language</td>
<td>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.</td>
</tr>
<tr>
<td>30. Applicable law</td>
<td>30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.</td>
</tr>
<tr>
<td>31. Notices</td>
<td>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.</td>
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<tr>
<td>32. Taxes and duties</td>
<td>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.</td>
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<tr>
<td>33. National Industrial Participation (NIP) Programme</td>
<td>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.</td>
</tr>
<tr>
<td>34. Prohibition of Restrictive practices</td>
<td>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.</td>
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</table>
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.
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**

<table>
<thead>
<tr>
<th>Registered Name</th>
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<tr>
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<td>Surname</td>
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**Address Detail**

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<tr>
<th>Address</th>
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<tbody>
<tr>
<td>(Compulsory if Supplier)</td>
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<tr>
<td>Postal Code</td>
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</tbody>
</table>

**New Detail**

- [ ] New Supplier information
- [ ] Update Supplier information

**Supplier Type:**

- [ ] Individual
- [ ] Company
- [ ] Department
- [ ] Trust
- [ ] Partnership
- [ ] Other (Specify)

**Department Number**

[ ]
<table>
<thead>
<tr>
<th>Account Name</th>
<th>Account Number</th>
<th>Branch Name</th>
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### Account Type

- [ ] Cheque Account
- [ ] Savings Account
- [ ] Transmission Account
- [ ] Bond Account
- [ ] Other (Please Specify)

### 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).

- **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

### Supplier Contact Details

- **Business**
  - Area Code
  - Telephone Number
  - Extension

- **Home**
  - Area Code
  - Telephone Number
  - Extension

- **Fax**
  - Area Code
  - Fax Number

- **Cell**
  - Area Code
  - Cell Code
  - Cell Number

- **Email Address**

- **Contact Person:**

---

**Supplier Signature**

**Print Name**

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

*NB: All relevant fields must be completed*