



BID NO 09/FY/24

THE APPOINTMENT OF A PANEL OF PROJECT MANAGEMENT COMPANIES FOR A PERIOD OF 36 MONTHS:

LAND/ RANGELANDS REHABILITATION AND RESTORATION

ADVERTISEMENT DATE:	29 SEPTEMBER 2023
COMPULSORY BRIEFING:	10 OCTOBER 2023 Venue: Great Place (Komkhulu) at Lambasi Location, in Lusikisiki. GPS Co- ordinates: Latitude Y -31.3332 Longitude X - 29.7728. Time: 15h00
CLOSING DATE:	31 OCTOBER 2023 at 11H00AM
ADDRESS:	ECPTA Offices 17-25 Oxford Street, East London
BIDDER NAME:	
CSD NUMBER:	

OFFICE OF THE CEO | BIODIVERSITY & CONSERVATION | MARKETING | DESTINATION DEVELOPMENT | FINANCE | CORPORATE SERVICES | RESERVATIONS

17 - 25 Oxford Street | East London | 5201 | P.O. Box 11235 | Southernwood | East London | 5213 | Tel +27 (0) 43 492 0881 www.visiteasterncape.co.za

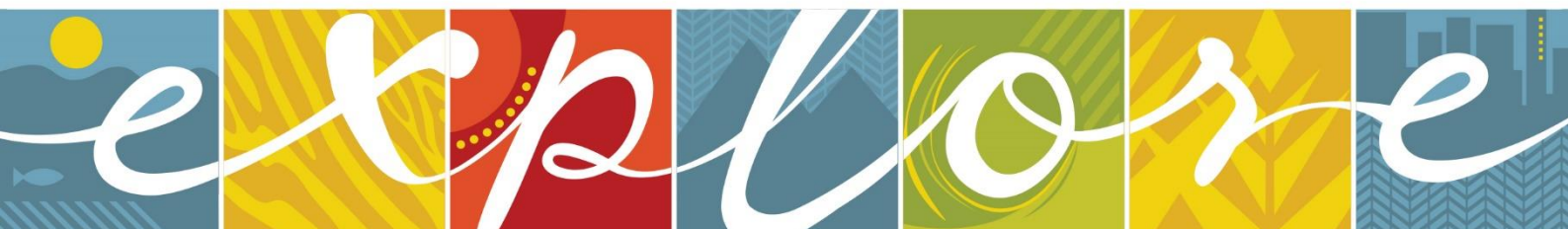


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MANDATORY RETURNABLE DOCUMENTS		SUBMITTED [Yes/No]
Signed General conditions of contract		
Bidders Disclosure (SBD 4)		
Centralized Supplier Database Report (Full CSD Report) October 2023		
Company Details		
Authority to sign bid documents		
Joint Venture Declaration Form		
Joint Venture Agreement		
STAGE1: COMPLIANCE REQUIREMENTS		
Compliance Briefing		
STAGE 2: FUNCTIONALITY REQUIREMENTS		
Company Experience		
Team Capacity		
Methodology/ Proposal		



TENDER NOTICE

BID NO.09/FY/24

Bids are hereby invited for **THE APPOINTMENT OF A PANEL OF PROJECT MANAGEMENT COMPANIES FOR A PERIOD OF 36 MONTHS: LAND/ RANGELANDS REHABILITATION AND RESTORATION.**

Bid documents outlining detailed specifications will be made available from Friday **29th September 2023** **“FREE OF CHARGE”**. Documents can be downloaded from the ECPTA website: www.visiteasterncape.co.za/corporate/procurement/tenders or Eastern Cape Provincial Treasury: www.ectreasury.gov.za or National Treasury e-tender portal: www.etenders.gov.za.

A Compulsory briefing will be held on **10th of October 2022 at 15h00**. Venue is the Great Place (Komkhulu) at Lambasi Location, in Lusikisiki. **GPS Co- ordinates: Latitude Y -31.3332 Longitude X - 29.7728**. **Bidders are advised to use a high clearance vehicle.**

Completed bid documents accompanied by all necessary documents are to be placed in a sealed envelope with the bid name and number (as given above) clearly written in an envelope. **All bids must be deposited in the Tender Box, at the offices of the Eastern Cape Parks and Tourism Agency at No. 17-25 Oxford Street (Corner of Fleet Street & Oxford Street), by not later than 11h00 on Tuesday, 31st of October 2023, at which time the bids will be opened in public.**

Evaluation Criteria

A two-stage evaluation process will be employed. In Stage one, all bids received will be evaluated for compliance to the bid requirements. Only Service Provider who are responsive on Stage 1 will proceed to Stage 2 functionality. Only Service Provider who meet the minimum threshold of **75 out of 100** will be considered for inclusion to the panel. The ECPTA will appoint a maximum of Five (5) companies based on highest points scored on functionality assessment. If two or more tenderers score equal total points in all respects, the award will be decided by the drawing of lots in line with paragraph 8 of the Preferential Procurement Regulations, 2022.



Stage 1: Compliance with bid requirements

Bidders must comply with the set of compliance requirements listed below. Bidders must comply with the set of Compliance and MUST submit evidence to be considered for evaluation. Failure to submit evidence will lead to immediate rejection of the bid.

No.	Compliance Requirements
1	Compulsory Briefing A compulsory briefing will be held on site to give interested bidders clarity on the scope and extent of the work. NB: It is the responsibility of the Service Provider to attend the site meetings, to familiarize themselves with the area and densities of the site, and to make sure the boundaries of the project area are clearly understood and confirmed.

Stage 2: Functionality

Criteria	Points
Company Experience	30
Team Capacity	50
Methodology/ Proposal	20
Total	100

The top five (5) highest scoring service providers per area of service who meet the minimum threshold of 75 out of 100 points on functionality will be recommended for the appointment to the panel.

For all enquiries regarding the bid document please contact Ms. Unathi Zinganto at 043 492 0871, e-mail: unathi.zinganto@ecpta.co.za or Contact Mr. Xolani Skenjana for technical enquires at 043 492 0865 during working normal hours, email xolani.skenjana@ecpta.co.za

SBD 1



PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE EASTERN CAPE PARKS & TOURISM AGENCY					
BID NUMBER:	09/FY/24	CLOSING DATE:	31 OCTOBER 2023	CLOSING TIME:	11h00am
DESCRIPTION	THE APPOINTMENT OF A PANEL OF PROJECT MANAGEMENT COMPANIES FOR A PERIOD OF 36 MONTHS: LAND/ RANGELANDS REHABILITATION AND RESTORATION				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
17-25 Oxford Street, Cnr. Oxford and Fleet Street					
East London					
5201					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Ms. Unathi Zinganto		CONTACT PERSON	Mr. Xolani Skenjana	
TELEPHONE NUMBER	043 492 0871		TELEPHONE NUMBER	043 492 0865	
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	Unathi.zinganto@ecpta.co.za		E-MAIL ADDRESS	xolani.skenjana@ecpta.co.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					



<p>1</p> <p>ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>[IF YES ENCLOSE PROOF]</p>	<p>2</p> <p>ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>[IF YES, ANSWER PART B:3]</p>
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QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? ☐ YES ☐ NO

DOES THE ENTITY HAVE A BRANCH IN THE RSA? ☐ YES ☐ NO

DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? ☐ YES ☐ NO

DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? ☐ YES ☐ NO

IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? ☐ YES ☐ NO

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



PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, 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.

NAME OF SIGNATORY

SIGNATURE OF BIDDER:

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

DATE:



TERMS OF REFERENCE

1. Background

The Eastern Cape Parks and Tourism Agency (ECPTA) is an implementing agent on the N2 Wild Coast Biodiversity Offset Project which is guided by the Biodiversity Offset Policy and the Eastern Cape Protected Area Expansion Strategy (ECPAES), a systematic conservation planning product that identifies priority areas for conservation estate expansion and is aligned to the National Protected Area Expansion Strategy (NPAES).

The project is designed to successfully compensate for significant negative residual impacts on biodiversity arising from project development after appropriate prevention and mitigation measures have been taken. The N2 Wild Coast Toll Highway (hereinafter referred to as the 'N2') was granted a positive record of decision (RoD) in terms of the Environment Conservation Act, 1989, on 19 April 2010. This required that a Biodiversity Offset Agreement (BOA) and all feasible alternative options must be considered. Subsequently, the ECPTA signed an agreement with SANRAL to implement the N2 Wild Coast Biodiversity Offset project per the terms and conditions of the memorandum of agreement and the Biodiversity Offset Agreement. Therefore, the ECPTA has negotiated potential offset candidate sites in the Wild Coast for the Biodiversity Offset project ranging from the Umtamvuna to uMzimvubu Rivers. These candidate sites are mostly along the coastal line.

2. Objective

The ECPTA commissioned a Service Provider to develop management plans, quantify the scope of work for each candidate sites and produce implementation plans for the N2 Wild Coast Offset Project. These documents highlight key principles associated with the drivers of degradation, basic ecosystems rehabilitation and management of the sites.

The ECPTA will appoint a maximum of Five (5) companies based on highest points scored on functionality assessment. If the required maximum number of Bidders has not been attained by the ECPTA, the ECPTA will proceed with the appointment with or without the required maximum number(s). In the event of such occurrence, the ECPTA shall not be obligated to re-issue a tender for



the purposes of augmenting the shortfall nor is any expectation created. Any such decision will therefore be solely at the ECPTA's discretion.

The scope and extent of work shall be specified for each project by the ECPTA on an "as and when" required basis. The Project Management Companies on the panel will be required to respond to a Request for Proposal (RFP) or Request for Quotation (RFQ) on an "as and when" required basis.

3. Scope of Work

The Eastern Cape Parks and Tourism Agency (ECPTA) intends to ensure optimal biodiversity enhancement through the Integrated Ecosystem Rehabilitation of all terrestrial ecosystems on the Biodiversity Offset project sites. The successful bidder(s) will facilitate and manage the implementation of the new Integrated Ecosystem Rehabilitation contract as outlined in this Scope of Works. The service provider's responsibilities will be to ensure that the required tasks, products, and services as per the Scope of Works are rendered on time and within budget.

The scope of the works comprises the Integrated Ecosystem Rehabilitation of terrestrial ecosystems in the Biodiversity Offset areas. The names and location of the sites are listed below in Table 1.

- Curtailment of bush encroachment through the following activities.
 - Small scale removal of invasive shrubs, weeds, or grasses
 - Treatment of infested areas with herbicide
 - Demarcation of fire breaks on the perimeter
 - Gabion construction
 - Reclamation of Dongas
 - Planting of vetiver grass
 - Tree planting
 - Storm water channels
 - Education and awareness
- Improve degraded ecosystems including Grasslands and Forests
- Enhance plant communities, animal habitats for faunal species that would inhabit these above specified terrestrial habitats (bush encroachment)
- Repair and stabilization of any soil erosion that occurs in the project area (Soil erosion mitigation)
- Recreation of native terrestrial habitats towards the conservation of biodiversity



Table 1: N2 Wild Coast Biodiversity Offset Candidate Sites

No	Estates	Land ownership	Est. extent in hectares	Town
1	Caguba	CPA	1 647	Port St Johns
2	Mbotyi	Communal land	2 818	Lusikisiki
3	Lambasi	Communal & private lands	5 673	Lusikisiki
4	Ntentule	Communal land	1 752	Lusikisiki
5	Thahle	Communal land	1 432	Lusikisiki
6	Mkambati EXT	Trust	7 304	Lusikisiki
7	Mthentu	Communal land	2 162	Mbizana
8	Mnyameni	Communal land	1 074	Mbizana
Total			23 862 Hectares	

4.1. Deliverables

The following tasks which are non-exhaustive are to be carried out within the projects by the appointed Project Management Company.

4.1.1. Phase 1: Development of detailed Project Plan

The Service Provider shall design the project utilising the existing terrestrial rehabilitation plan, existing condition data and reference each data. Rehabilitation activities should be limited to addressing only those factors that have been degraded from their natural conditions.

Identification of reference ecosystem(s) and reference models based on a confrontation of historical and current information: status of current abiotic conditions and pressures and biotic values (habitats, species) as well as their historical context and future threats. Every effort shall be made during the implementation phase to minimize disturbance to the existing natural areas. Sensitive areas that will not be part of the changes specified in the design plans will have their perimeters clearly delineated with orange fencing and will be off-limits during the duration of construction activities.



4.1.2. Phase 2: Stakeholder Consultation

The Service Provider shall introduce the project to identified stakeholders (CCC (Community Conservation Committees), local municipalities, traditional authorities, CBOs, NGOs) at the district level and establish a Project Advisory Committee (PAC) where necessary. Where other similar structures exist, the Contractor must get confirmation that these structures support the project especially with the identification and selection of project participants.

4.1.3. Phase 3: Employment

The Service Provider shall be responsible for recruitment and training of EPWP workers, signing of contracts of employment, and rolling out of introductory and weed identification training programme in line with the approved training plan. Project employees must be equipped with relevant trainings needs and equipment.

4.1.4. Phase 4: Implementation

Rehabilitation activities should be limited to addressing the site-specific rehabilitation plan. During the construction and implementation of the various rehabilitation interventions and measures, monitoring will need to take place to ensure that the interventions are being implemented as per the designs and programmes of this plan.

- Repairing ecosystem functions (rehabilitation).
- Improving ecological resilience regarding pressures and threats at the landscape level.
- Site clean-up and rehabilitation to project specifications.
- Soil erosion mitigations.
- Recreation of grassland and forest habitat towards the conservation of biodiversity.
- Create biodiversity corridors
- The fencing off of sensitive areas within the rehabilitated areas to keep grazers out and to allow for the re-establishment of vegetation; and
- The use of biodegradable or natural soil retention systems such as eco-logs, plant plugs, grass or hay bales, and brush-packing techniques

The Service Provider/s will submit weekly, monthly and quarterly progress reports to the Programme Manager, within 4 days after the end of each month and quarter for the duration of the project.



4.1.5 Phase 5: Develop Project Close out report

The Service Provider must compile and submit a project close-out report detailing achievements, the value of service rendered against milestones, and the cost of the project, including highlights, challenges, and recommendation for the continued protection of ECPTA investment. Development of a business plan with clear deliverables covering each polygon with clear budgeted activities.

4.2 Project Timeframe

The panel is for a period of 36 months. The work must be completed within the stipulated timeline (project will vary depending on the task and the extent of work for each task)

4.3. Terms And Conditions of Project Implementer

- a) Service delivery levels and quality of the work will be a measure on appointment of any assignment and retention into the panel.
- b) The Project Management Companies on the panel will be required to respond to a Request for Proposal (RFP) or Request for Quotation (RFQ) on an “as and when” required basis
- c) A contract will only be signed upon award of the RFP or RFQ. Being part of the panel does not guarantee work.
- d) A Service Provider assigned any work may not cede, assign or sub-contract any part thereof to any person unless with the written consent of the ECPTA.
- e) All request(s) to the panel members shall be given, in writing, by duly authorized representative of the ECPTA.
- f) The panel will be reviewed on an annual basis and on the panel may have to resubmit their proposals. Poor performance by Service Provider will result in cancellation of work order and removal from the panel.
- g) The ECPTA shall be entitled in its discretion to remove a Service Provider from the panel before the expiry of the said 3 years period by written notice.
- h) The general conditions of contract and order will be applicable to this bid.
- i) The ECPTA reserves the right to cancel the contract should the Service Provider fail to provide satisfactory service on two (2) occasions.



- j) The ECPTA reserves the right to verify any information submitted by the bidder for the purpose of evaluating and adjudicating the bid. As such, by completing the tender documents, the Service Provider gives consent to ECPTA to verify such information.
- k) During the implementation of the projects, the successful Service Provider will be expected to have a project designated bank account and office within the Eastern Cape Province.
- l) The Project Management Company will be required to confirm the specific resources available as part of project allocation and the contracting process, as and when such process is undertaken. Not having suitable resources at the time of project appointment, could result in a contractor being passed over until the next round of project appointment.
- m) The Service Provider/s must guarantee the presence of the Project Team proposed throughout the duration of the contract. Prior to the appointment of a replacement, the Programme Manager must approve such appointment. If a member of the Project Team has to leave the project, a period of at least a month is required, in which the senior must work parallel with the next person (senior consultant with similar expertise and equal years of experience) appointed able to transfer skills and knowledge.
- n) The Service Provider/s will submit weekly, monthly and quarterly progress reports to the Programme Manager, within 4 days after the end of each month and quarter for the duration of the project. Failure to submit the required reports on time will result in penalties.

4. Evaluation Criteria

A two-stage evaluation process will be employed. In Stage one, all bids received will be evaluated for compliance to the bid requirements. Only service providers who are responsive on Stage 1 will proceed to Stage 2 functionality. Only service providers who meet the minimum threshold of **75** out of 100 will be considered for inclusion to the panel. The ECPTA will appoint a maximum of Five (5) companies based on highest points scored on functionality assessment. If two or more tenderers score equal total points in all respects, the award will be decided by the drawing of lots.

Stage 1: Compliance to bid requirements

Bidders must comply with the set of compliance requirements listed below. The compliance requirements stated below are project specific. Failure to meet any of the compliance requirements will lead to immediate disqualification of the bid.



TABLE 2: Compliance Requirements

No.	Compliance Requirements
1	<p>Compulsory Briefing</p> <p>A compulsory briefing will be held on site to give interested bidders clarity on the scope and extent of the work.</p> <p>NB: It is the responsibility of the Service Provider to attend the site meetings, to familiarize themselves with the area and densities of the site, and to make sure the boundaries of the project area are clearly understood and confirmed.</p>

4.1. Stage 2: Functionality

Bidders must obtain **75** and above out of 100 will qualify for appointment onto the panel. Only service providers who meet the minimum threshold of **75** will be considered for inclusion to the panel. The ECPTA will appoint a maximum of Five (5) companies based on highest points scored on functionality assessment. If two or more tenderers score equal total points in all respects, the award will be decided by the drawing of lots.

Table 2: Functionality Criteria

FUNCTIONALITY	POINTS	WEIGHT
<p>Company Experience</p> <p>This covers the experience of the company, track record, and knowledge in the field of Land Rehabilitation and restoration.</p> <p>The bidder must have completed 3 projects in Natural Resources Management/ Land rehabilitation and restoration within the past 15 years with a value of less not less than R5 million. Proof of experience can be submitted in the following forms:</p>	<p>3 Projects = 30 points</p> <p>2 Projects = 20 points</p> <p>1 Project = 10 points</p> <p>0 Projects = 0 points</p>	30



<ul style="list-style-type: none"> • Appointment letter • Contract/ SLA • Reference letter and Completion Certificate <p>Reference letters must be on the template provided on page 58 of the document. Failure to submit fully completed and stamped reference letter in that attached template will lead to no points being scored.</p>		
<p>Team Capacity</p>	<p>Bidder(s) are required to submit CV(s) of proposed team members that demonstrate experience in the areas of Natural Resources Management/ Land Rehabilitation and Restoration.</p> <p>Conceptual abilities as well as communication and writing skills; and Knowledge of the Eastern Cape landscape, including institutional arrangements and land tenure.</p>	<p>40</p>
<p>Project Manager</p> <p>Must have experience of the Project Management within the Land Rehabilitation and Restoration, inter alia, relevant experience in Project Management of EPWP or Labour-Intensive Projects. Minimum Qualification required is Natural Science or related field specialising in Natural Resource Management</p>	<p>5 and above years of experience =10 points 4 but less than 5 years = 8 points 3 but less than 4 years = 6 points 2 but less than 3 years = 4points 1 but less than 2 years = 2 points Less than 1year or no experience = 0 points</p>	



<p>Botanist/Ecologist/ Conservationist/ Soil Scientist</p> <p>Must have experience related land rehabilitation and restoration. Minimum Qualification required is a relevant Degree or Diploma in Nature Conservation or related field. Proof of registration with SACNASP as professional scientist or any recognised professional body.</p>	<p>5 and above years of experience =10 points 4 but less than 5 years = 8 points 3 but less than 4 years = 6 points 2 but less than 3 years = 4points 1 but less than 2 years = 2 points Less than 1year or no experience = 0 points</p>	
<p>Environmentalist</p> <p>Must have experience in undertaking Environmental Impact Assessments with a minimum qualification of a Degree in Environmental Science/ Management and must be registered with EAPASA as a professional EAP</p>	<p>5 and above years of experience =10 points 4 but less than 5 years = 8 points 3 but less than 4 years = 6 points 2 but less than 3 years = 4points 1 but less than 2 years = 2 points Less than 1year or no experience = 0 points</p>	
<p>Health and Safety Practitioner</p> <p>Must have OHS experience within the alien / plant/weed control and registered with a recognised professional body.</p>	<p>Three-Year National Diploma in Safety Management (NDSMN) = 10 points SHERQ Certificate/Diploma / SAMTRAC (NQF 5) = 8 points Basic Health & Safety Level II =6points Basic Health & Safety Level I = 4 points Health & Safety Awareness Training or proof of training = 2 No Qualification/s = 0 points</p>	



Methodology / Proposal The Bidder(s) must demonstrate in-depth understanding and implementation of Natural Resources Management/ Land Rehabilitation and Restoration projects. The Methodology must Indicate the most appropriate rehabilitation interventions.	The proposed methodology must clearly detail/ outline the following aspects: Implementation plan = 20 points <ul style="list-style-type: none"> - Project Plan - Risk Identification and Mitigation Plan - Project Milestone - Estimated Budget - Project Sustainability Financial Capability Bank Rating of C or Higher = 10 points	30
TOTAL		100

The ECPTA will appoint a maximum of Five (5) companies based on highest points scored on functionality assessment. If the required maximum number of Bidders has not been attained by the ECPTA, the ECPTA will proceed with the appointment with or without the required maximum number(s). In the event of such occurrence, the ECPTA shall not be obligated to re-issue a tender for the purposes of augmenting the shortfall nor is any expectation created. Any such decision will therefore be solely at the ECPTA's discretion.

BIDDERS SHALL TAKE NOTE OF THE FOLLOWING:

- The Eastern Cape Parks & Tourism Agency Supply Chain Management Policy will apply.
- Bidders must be registered with the National Treasury Central Supplier Database (CSD) and provide a copy of CSD full report for the month of October 2023.
- Eastern Cape Parks & Tourism Agency does not bind itself to accept the highest bid or any other bid and reserves the right to accept the whole or part of the bid.
- Bids which are late, incomplete, unsigned, or submitted by facsimile or electronically, will not be accepted.
- Bids submitted are to hold good for a period of **150** days



- A service level agreement shall be signed with the successful service provider.
- ECPTA reserves the right to terminate the contract if not satisfied with the work produced by the service provider. Only bidders that have met the requirements of the proposal / specification shall be considered during the adjudication process.
- Companies that bid as joint venture must submit an official signed business agreement by both parties. If the service provider does not meet this requirement, it will be automatically disqualified.
- The ECPTA Bid Committee and the Supply Chain Management Unit may, before a bid is adjudicated or at any time during the bidding process, oblige a bidder to substantiate any claims it may have made in its bid documents.
- No bids will be considered if the bidder did not fully complete and sign all the relevant pages in the bid document. If the bidder does not meet this requirement, it will be automatically disqualified
- Companies who bid as a joint venture must supporting documents for both companies and a JV agreement.



GENERAL CONDITIONS OF THE BID

1. Interpretation

The word "Bidder" in these conditions shall mean and include any firm or any company or body incorporated or unincorporated. The word "ECPTA" in these conditions shall mean the Eastern Cape Parks & Tourism Agency.

2. Extent of the bid

This contract is for the provision of the services as detailed in the attached Specification (page 9-14).

3. Contract to be Binding

A contract will only be signed upon award of the RFP or RFQ. Being part of the panel does not guarantee work

4. Mode of the Bid

All Bids shall be completed and signed: All forms, annexure, addendums and specifications shall be signed and returned with the Bid document as a whole. ***The lowest or any Bid will not necessarily be accepted.*** The ECPTA wishes to deal on a prime contractual basis with the successful Bidder being responsible and accountable for all aspects of the entire solution or service offered.

5. Quality

Should the specifications and / or descriptions not address any aspects of quality as specified, clarity should be provided to the ECPTA prior to the submission of a quotation.

6. Insurance Claims, etc.

The ECPTA shall not be liable in any manner in respect of any claims, damages, accidents and injuries to persons, property or rights or any other courses of civil or criminal action that may arise from the carrying out of this contract.

The company shall insure his / her / their personnel and any plant, machinery or other mechanical or electronic equipment involved in the fulfillment of this contract and shall indemnify the ECPTA against all risks or claims which may arise. It will be required from the successful Bidder to submit proof of insurance or any other valid form of indemnification to ECPTA for scrutiny.



7. Signing of Documents

Bidders are required to return the complete set of documents duly signed.

8. Period of Validity for Bids and withdrawal of Bid after Closing Date

Bids are to be held valid and binding for **150** days from the closing date of submissions (calculated from, but not including, the due date).

9. Penalty Provision

Should the successful Bidder:

- a. Withdraw the Bid during the afore-mentioned period of validity; or
- b. Advise the ECPTA of his / her / their inability to fulfill the contract; or
- c. Fail or refuse to fulfill the contract; or
- d. Fail or refuse to sign the agreement or provide any surety if required to do so.

Then, the Bidder will be held responsible for and is obligated to pay to the ECPTA:

All expenses incurred by ECPTA to advertise for or invite and deliberate upon new Bids, should this be necessary.

The difference between the original accepted Bid price and:

- (i) A less favorable (for the ECPTA) Bid price accepted as an alternative by the ECPTA from the Bids originally submitted; or
- (ii) A new Bid price.

10. Value Added Tax

In calculating the cost of the supply and delivery of services and / or material, the supplier will issue a "Tax Invoice" for all services rendered and / or materials supplied, which will reflect the exclusive cost of such services, goods or materials with the relevant Value Added Tax being added to the total. VAT must be included in the Bid price but must be shown separately.

11. Price Escalation

Not Applicable



12. Authority to Sign Bid Documents

In the case of a Bid being submitted on behalf of a company, close corporation or partnership, evidence must be submitted to the ECPTA at the time of submission of the Bid that the Bid has been signed by persons properly authorized thereto by resolution of the directors or under the articles of the entity.

13. Samples:

N/A

14. Duration of the Contract

The contract period is for a period of 36 months.

15. Delivery Periods:

The appointed companies will liaise with Mr. Xolani Skenjana or any other delegated official at 043 492 0865

16. Closing Date / Submitting of Quotations

Bids must be submitted in sealed envelopes clearly marked “**THE APPOINTMENT OF A PANEL OF PROJECT MANAGEMENT COMPANIES FOR A PERIOD OF 36 MONTHS: LAND/ RANGELANDS REHABILITATION AND RESTORATION)**” - **BID NO. 09/FY/24**” Quotations must be deposited in the Bid Box, 17-25 Oxford Street (Cnr of Fleet & Oxford Street), East London, by no later than **11:00 am** on the **31st of October 2023**.

Bids which are not submitted in a properly sealed and marked envelope and/or deposited in the relevant bid box on or before the closing date and time will not be considered. Faxed or e-mailed Bids will not be considered.

17. Bid Enquiries

Enquiries should be directed to the Supply Chain Management Unit. The following official can be contacted: Mr. Unathi Zinganto at 043 492 0871 during normal office hours viz. 08:00 – 16:00 Mondays to Fridays-mail: unathi.zinganto@ecpta.co.za.

The bidders may only request clarification in writing up to 5 workings days before the closing date stated in the Tender Notice. No requests for clarifications will be accepted after the 23rd of October 2023.



18. Insurance and Indemnity

ECPTA shall not be liable in any manner in respect of any claims, damages, accidents and injuries to persons, property or rights or any other courses of civil or criminal action that may arise from the carrying out of this contract.

19. Payment

Payment will be made within 30 days of receipt of the invoice.

20. Control of The Contract

For the purposes of this contract ECPTA has appointed the Bid Committees for the adjudication, award and management of the bid.

21. Agreement

The successful bidder undertakes to be bound by all terms and conditions contained in this bid document. A Service Level Agreement (SLA) will be signed between ECPTA and the successful service provider.



GENERAL CONDITIONS OF CONTRACT

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GENERAL CONDITIONS OF CONTRACT

1. Definitions

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 **“Chief Executive Officer”** means the CEO of ECPTA or her/his duly authorized representative.
- 1.3 **“Contract”** means the written agreement entered into between the purchaser and the provider, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.4 **“Contract price”** means the price payable by the provider under the contract for the full and proper performance of his contractual obligations.
- 1.5 **“Corrupt practice”** means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
- 1.6 **“Countervailing duties”** are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.7 **“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.
- 1.8 **“Day”** means calendar day.
- 1.9 **“Delivery”** means delivery in compliance of the conditions of the contract or order.
- 1.10 **“Delivery ex stock”** means immediate delivery directly from stock actually on hand.
- 1.11 **“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 provider bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- 1.12 **“Dumping”** occurs when a private enterprise abroad markets its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.13 **“ECPTA”** means Eastern Cape Parks & Tourism Agency.



- 1.14 **“Force majeure”** means an event beyond the control of the provider and not involving the provider’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.
- 1.15 **“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.
- 1.16 **“GCC”** means the General Conditions of Contract.
- 1.17 **“Goods”** means all of the equipment, machinery, and/or other materials that the provider is required to supply to the purchaser under the contract.
- 1.18 **“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 provider or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as land 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.
- 1.19 **“Letter of acceptance”** means the written communication by ECPTA to the contractor recording the acceptance by ECPTA of the contractor’s tender subject to the further terms and conditions to be itemized in the contract.
- 1.20 **“Local content”** means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.21 **“Manufacture”** means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.22 **“Order”** means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.23 **“Project site,”** where applicable, means the place indicated in bidding documents.
- 1.24 **“Purchaser”** means the organization purchasing the goods.
- 1.25 **“Republic”** means the Republic of South Africa.
- 1.26 **“SCC”** means the Special Conditions of Contract.
- 1.27 **“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 provider covered under the contract.

- 1.28 **“Signature date “** means the date of the letter of acceptance;
- 1.29 **“Tender”** means an offer to supply goods/services to ECPTA at a price;
- 1.30 **“Tenderer”** means any person or body corporate offering to supply goods/services to ECPTA;
- 1.31 **“Written”** or **“in writing”** means hand-written 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 (excluding professional services related to the building and construction industry), sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise 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, ECPTA 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 Invitations to bid are usually published in locally distributed news media and on the Eastern Cape Treasury government tender bulletin.

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 provider 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 provider 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 provider 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 provider's performance under the contract if so required by the purchaser.
- 5.4 The provider shall permit the purchaser to inspect the provider's records relating to the performance of the provider and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

- 6.2 The provider shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of goods or any part thereof by the purchaser.
- 6.3 When a provider develops documentation/projects for ECPTA, the intellectual, copy and patent rights or ownership of such documents or projects will vest in ECPTA.

7. Performance security

- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the ECPTA the performance security of the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to ECPTA as compensation for any loss resulting from the service provider'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 ECPTA 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 South Africa or abroad, acceptable to ECPTA, in the form provided in the bidding documents or another form acceptable to ECPTA; or
 - (b) a cashier's or certified cheque.
- 7.4 The performance security will be discharged by ECPTA and returned to the provider not later than thirty (30) days following the date of completion of the provider's performance obligations under the contract, including any warranty obligations, unless otherwise specified.

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 purchaser or an organization acting on behalf of the purchaser.

- 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 & 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 provider.
- 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 analysed 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 provider who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do not comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the providers cost and risk. Should the provider fail to provide the substitute supplies forthwith, the purchaser may, without giving the provider further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the provider.
- 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. Packaging

- 9.1 The provider shall provide such packaging of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging, case size and weights shall take into consideration, where appropriate, the remoteness of the good's final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packaging, 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, and in any subsequent instructions ordered by the purchaser.



10. Delivery and documents

- 10.1 Delivery of the goods and arrangements for shipping and clearance obligations shall be made by the provider in accordance with the terms specified in the contract.

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.

12. Transportation

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

13. Incidental services

- 13.1 The provider may be required to provide any or all of the following services, including additional services, if any:
- (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 provider of any warranty obligations under this contract; and
 - (e) training of the purchaser's personnel, at the provider'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 provider 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 provider for similar services.

14. Spare parts

- 14.1 As specified, the provider may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the provider:
- (a) such spare parts as the purchaser may elect to purchase from the provider, provided that this election shall not relieve the provider of any warranty obligations under the contract, and
 - (b) in the event of termination of production of the spare parts:
 - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and



- (ii) Following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

- 15.1 The provider 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 provider 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 provider, 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.
- 15.3 The purchaser shall promptly notify the provider in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the provider shall, within the period specified and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5 If the provider, having been notified, fails to remedy the defect(s) within the period specified, the purchaser may proceed to take such remedial action as may be necessary, at the provider's risk and expense and without prejudice to any other rights which the purchaser may have against the provider under the contract.

16. Payment

- 16.1 The method and conditions of payment to be made to the provider under this contract shall be specified
- 16.2 The provider shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment 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 provider.
- 16.4 Payment will be made in Rand unless otherwise stipulated.

17. Prices

- 17.1 Prices charged by the provider for goods delivered and services performed under the contract shall not vary from the prices quoted by the provider in his bid, with the exception of any price adjustments authorized or in the purchaser's request for bid validity extension, as the case may be.



18. Increase/decrease of quantities

- 18.1 In cases where the estimated value of the envisaged changes in purchase does not exceed 15% of the total value of the original contract, the contractor may be instructed to deliver the revised quantities. The contractor may be approached to reduce the unit price, and such offers may be accepted provided that there is no escalation in price.

19. Contract amendments

- 19.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.

20. Assignment

- 20.1 The provider shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.

21. Subcontracts

- 21.1 The provider 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 provider from any liability or obligation under the contract.

22. Delays in the provider's performance

- 22.1 Delivery of the goods and performance of services shall be made by the provider in accordance with the time schedule prescribed by the purchaser in the contract.
- 22.2 If at any time during performance of the contract, the provider or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the provider 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 provider's notice, the purchaser shall evaluate the situation and may at his discretion extend the provider'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.
- 22.3 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if any emergency arises, the provider's point of supply is not situated at or near the place where the supplies are required, or the provider's services are not readily available.
- 22.4 Except as provided under GCC Clause 25, a delay by the provider in the performance of its delivery obligations shall render the provider 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.
- 22.5 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 provider'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 provider.

23. Penalties

- 23.1 Subject to GCC Clause 25, if the provider 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 good 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.

24. Termination For Default

- 24.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the provider, may terminate this contract in whole or in part:
- (a) if the provider 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 provider fails to perform any other obligation(s) under the contract; or
 - (c) if the provider, in the judgement of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 24.2 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 provider shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the provider shall continue performance of the contract to the extent not terminated.

25. Anti-Dumping and Countervailing Duties and Rights

- 25.1 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 provider to the purchaser or the purchaser may deduct such amounts from moneys (if any) which may otherwise be due to the provider 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.



26. Force Majeure

- 26.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the provider shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that he delays in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 26.2 If a force majeure situation arises, the provider shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the provider 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.

27. Termination For Insolvency

- 27.1 The purchaser may at any time terminate the contract by giving written notice to the provider if the provider becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the provider, 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,

28. Settlement of Disputes

- 28.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the provider 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.
- 28.2 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 provider 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.
- 28.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 28.4 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 provider any monies due to the provider for goods delivered and / or services rendered according to the prescripts of the contract.

29. Limitation of Liability

- 29.1 Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6;



- (a) the provider 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 provider to pay penalties and / or damages to the purchaser; and
- (b) the aggregate liability of the provider to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

30. Governing Language

- 30.1 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.

31. Applicable Law

- 31.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified.

32. Notices

- 32.1 Every written acceptance of a bid shall be posted to the provider 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.
- 32.2 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.

33. Taxes and Duties

- 33.1 A foreign provider shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 33.2 A local provider shall be entirely responsible for all taxes, duties, license fees, etc, incurred until delivery of the contracted goods to the purchaser.
- 33.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid SARS must have certified that the tax matters of the preferred bidder are in order.

34. Transfer of Contracts

- 34.1 The contractor shall not abandon, transfer, assign or sublet a contract or part thereof without the written permission of the purchaser.

35. Amendment of Contracts

- 35.1 No agreement to amend or vary a contract or order or the conditions, stipulations or provisions thereof shall be valid and of any force unless such agreement to amend or vary is entered into



in writing and signed by the contracting parties. Any waiver of the requirement that the agreement to amend or vary shall be in writing, shall also be in writing.

36. National Industrial Participation Programme (NIPP)

- 36.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.

37. Amendment of Contracts

- 37.1 In terms of Section 4 (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).
- 37.2 If a bidder (s) or contractors, based on reasonable grounds or evidence obtained by purchaser, has / have engaged in the restrictive practice referred 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.
- 37.3 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 bidder (s) for such item (s) offered and / terminate the contract in whole or part, and / or restrict the bidder (s) or contract (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.

DATE

SIGNATURE OF BIDDER



BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

- 2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise, employed by the state?

YES/NO

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

Full Name	Identity Number	Name of State institution



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

2.2.1 If so, furnish particulars:

.....
.....

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

YES/NO

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium¹ will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

¹ 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.



- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

.....
Signature Date

.....
Position Name of bidder



CENTRALISED SUPPLIER DATABASE (CSD) REPORT

It is a condition of bid that all Service Providers be registered on the Centralised Supplier Database (CSD). Bidders who are not yet registered can register on www.csd.gov.za

1. In order to meet this requirement bidders are required to complete the Registration Process which can be done online at the above-mentioned website. Upon completion of registration Bidders will receive a Supplier number which must be provided on the front cover of the document
2. BIDDERS are required to submit their full CSD report for the month of October 2023.



ATTACH CSD REPORT HERE



COMPANY DETAILS

The following company details schedule must be completed to ensure that the prerequisite requirements to bidding are met.

Registered Company Name	
Company Registration Number	
VAT Number	
Bank Name	
Branch Name	
Bank Account Number	
Professional Registration Details	
Professional Indemnity Details	



AUTHORITY TO SIGN BID DOCUMENTS

In the case of a bid being submitted on behalf of a company, close corporation or partnership, evidence must be submitted to ECPTA at the time of submission of the bid that the bid has been signed by persons properly authorized thereto by resolution of the directors or under the articles of the entity.

Please attach proof to the next page.



ATTACH RESOLUTION OF SIGNATORY



JOINT VENTURE DISCLOSURE FORM

GENERAL

- i) All the information requested must be filled in the spaces provided. If additional space is required, additional sheets may be used and attached to the original documents.
- ii) A copy of the joint venture agreement must be attached to this form, in order to demonstrate the Affirmable, Joint Venture Partner's share in the ownership, control, management responsibilities, risks and profits of the joint venture, the proposed joint venture agreement must include specific details relating to:
 - a) the contributions of capital and equipment
 - b) work items to be performed by the Affirmable Joint Venture Partner's own forces
 - c) work items to be performed under the supervision of the Affirmable Joint Venture Partner.
- iii) Copies of all written agreements between partners concerning the contract must be attached to this form including those, which relate to ownership options and to restrictions/limits regarding ownership and control.
- iv) ABE partners must complete ABE Declaration Affidavits.
- v) The joint venture must be formalised. All pages of the joint venture agreement must be signed by all the parties concerned. A letter/ notice of intention to formalise a joint venture once the contract has been awarded will not be considered.
- vi) should any of the above not be complied with, the joint venture will be deemed null and void and will be considered non-responsive.

1. JOINT VENTURE PARTICULARS

- a) Name
- b) Postal address.....
.....
.....
.....
.....



c) Physical address.....

.....

.....

d) Telephone

e) Fax

2. IDENTITY OF EACH NON-AFFIRMABLE JOINT VENTURE PARTNER

2.1(a) Name of Firm

Postal Address.....

Physical Address

Telephone.....

Fax

Contact person for matters pertaining to Joint Venture Participation Goal requirements:

.....

2.2(a) Name of Firm

Postal Address.....

Physical Address

Telephone.....

Fax

Contact person for matters pertaining to Joint Venture Participation Goal requirements:

.....

(Continue as required for further non-Affirmable Joint Venture Partners)

IDENTITY OF EACH AFFIRMABLE JOINT VENTURE PARTNER

3.1(a) Name of Firm

Postal Address.....

Physical Address



Telephone.....

Fax

Contact person for matters pertaining to Joint Venture Participation Goal requirements:

.....

3.2(a) Name of Firm

Postal Address.....

Physical Address

Telephone.....

Fax

Contact person for matters pertaining to Joint Venture Participation Goal requirements:

.....

3.3(a) Name of Firm

Postal Address.....

Physical Address

Telephone.....

Fax

Contact person for matters pertaining to Joint Venture Participation Goal requirements:

.....

1. **BRIEF DESCRIPTION OF THE ROLES OF THE AFFIRMABLE JOINT VENTURE PARTNERS IN THE JOINT VENTURE**

.....

.....

.....



5. OWNERSHIP OF THE JOINT VENTURE

a) Affirmable Joint Venture Partner ownership percentage(s)%

b) Non-Affirmable Joint Venture Partner ownership percentage(s)%

c) Affirmable Joint Venture Partner percentages in respect of: *

(i)

Profit and loss sharing

(ii)

Initial capital contribution in Rands

.....

.....

(*Brief descriptions and further particulars should be provided to clarify percentages).

(iii)

Anticipated on-going capital contributions in Rands

.....

.....

(iv) Contributions of equipment (specify types, quality, and quantities of equipment) to be provided by each partner.

.....

.....

.....

5. RECENT CONTRACTS EXECUTED BY PARTNERS IN THEIR OWN RIGHT AS PRIME CONTRACTORS OR AS PARTNERS IN OTHER JOINT VENTURES



	NON-AFFIRMABLE JOINT VENTURE PARTNERS	PARTNER NAME
a)		
b)		
c)		
d)		
e)		

	AFFIRMABLE JOINT VENTURE PARTNERS	PARTNER NAME
a)		
b)		
c)		
d)		
e)		

7. CONTROL AND PARTICIPATION IN THE JOINT VENTURE

(Identify by name and firm those individuals who are, or will be, responsible for, and have authority to engage in the relevant management functions and policy and decision making, indicating any limitations in their authority e.g. co-signature requirements and Rand limits).

(a) Joint Venture cheque signing

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

(b) Authority to enter into contracts on behalf of the Joint Venture

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

(c) Signing, co-signing and/or collateralising of loans

.....
.....



.....
(d) Acquisition of lines of credit

.....
.....
.....
(e) Acquisition of performance bonds

.....
.....
.....
(f) Negotiating and signing labour agreements

8. **MANAGEMENT OF CONTRACT PERFORMANCE**

(Fill in the name and firm of the responsible person).

(a) Supervision of field operations.....

(b) Major purchasing.....

(c) Estimating

(d) Technical management

9. **MANAGEMENT AND CONTROL OF JOINT VENTURE**

(a) Identify the “managing partner”, if any,

.....
.....



.....

.....

- (b) What authority does each partner have to commit or obligate the other to financial institutions, insurance companies, suppliers, subcontractors and/or other parties participating in the execution of the contemplated works?

.....

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.....

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.....

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- (c) Describe the management structure for the Joint Venture's work under the contract

MANAGEMENT FUNCTION / DESIGNATION	NAME	PARTNER*

(Fill in "ex Affirmable Joint-Venture Partner" or "ex non-Affirmable Joint-Venture Partner".



10. PERSONNEL

(a) State the approximate number of operative personnel (by trade/function/discipline) needed to perform the Joint Venture work under the Contract.

TRADE/FUNCTION/ DISCIPLINE	NUMBER EX AFFIRMABLE JOINT VENTURE PARTNERS	NUMBER EX NON- AFFIRMABLE JOINT VENTURE PARTNERS

(Fill in “ex Affirmable Joint Venture Partner” or “ex non-Affirmable Joint Venture Partner”).

(b) Number of operative personnel to be employed on the Contract who are currently in the employ of partners.

(i) Number currently employed by Affirmable Joint Venture Partners

.....

(ii) Number currently employed by the Joint Venture

.....

(a) Number of operative personnel who are not currently in the employ of the respective partner and will be engaged on the project by the Joint Venture

.....

(d) Name of individual(s) who will be responsible for hiring Joint Venture employees

.....



.....
(e) Name of partner who will be responsible for the preparation of Joint Venture payrolls

.....
11. CONTROL AND STRUCTURE OF THE JOINT VENTURE

Briefly describe the manner in which the Joint Venture is structured and controlled.
.....
.....
.....

The undersigned warrants that he/she is duly authorised to sign this Joint Venture Disclosure Form and affirms that the foregoing statements are true and correct and include all material information necessary to identify and explain the terms and operations of the Joint Venture and the intended participation of each partner in the undertaking.

The undersigned further covenants and agrees to provide the Employer with complete and accurate information regarding actual Joint Venture work and the payment therefore, and any proposed changes in any provisions of the Joint Venture agreement, and to permit the audit and examination of the books, records and files of the Joint Venture, or those of each partner relevant to the Joint Venture, by duly authorised representatives of the Employer.

Signature

Duly authorized to sign on behalf of

Name

Address.....

Telephone.....

Date

Signature

Duly authorized to sign on behalf of



Name

Address.....

Telephone.....

Date

Signature

Duly authorized to sign on behalf of

Name

Address.....

Telephone.....

Date

Signature

Duly authorized to sign on behalf of

Name



ATTACH JOINT VENTURE AGREEMENT



EVALUATION CRITERIA STAGE 1: COMPLIANCE REQUIREMENTS

A. COMPULSORY BRIEFING

(Attach compulsory briefing attendance register)



SITE BRIEFING LOCATION

A Compulsory briefing will be held on **10th of October 2022 at 15h00**. **Venue** is the Great Place at Lambasi Location, in Lusikisiki. **GPS Co- ordinates: Latitude Y -31.3332 Longitude X -29.7728**. **Bidders are advised to use a high clearance vehicle**.



EVALUATION CRITERIA STAGE 2: FUNCTIONALITY REQUIREMENTS

EVALUATION OF COMPANY EXPERIENCE:

This form must be completed by the authorized person of the bidder's current or previous clients. The form must be fully completed, signed, and stamped. Forms which are neither complete, nor signed nor stamped will not be considered for evaluation.

1. REFERENCE FOR THE BIDDER

Name of Institution (Client)	
Contract/Tender Number	
Contract Description	
Name of Service Provider (Bidder)	
Value of project	
Commencement Date	
Contractual Completion Date	
Bidder's Completion Date	

1.1 Please score the performance of the above-mentioned company by marking the relevant box

Performance Rating			Comments
Work performed in compliance with contract terms.	Excellent	5	
	Good	4	
	Fair	3	
	Poor	2	
	Very Poor	1	
Financial Status of the bidder in relation to the work to be performed.	Excellent	5	
	Good	4	
	Fair	3	
	Poor	2	



	Very Poor	1	
Timelines of work are met.	Excellent	5	
	Good	4	
	Fair	3	
	Poor	2	
	Very Poor	1	
Customer services.	Excellent	5	
	Good	4	
	Fair	3	
	Poor	2	
	Very Poor	1	
Quality of Service.	Excellent	5	
	Good	4	
	Fair	3	
	Poor	2	
	Very Poor	1	
Communication and accessibility.	Excellent	5	
	Good	4	
	Fair	3	
	Poor	2	
	Very Poor	1	
Documentation records, receipts, invoices and computer-generated reports received in a timely manner and in compliance with contract specification	Excellent	5	
	Good	4	
	Fair	3	
	Poor	2	
	Very Poor	1	
Would you recommend using this service provider in future?	Yes	No	If no, provide reasons:

OVERALL PERFORMANCE

Excellent		Good		Fair		Poor		Very Poor	
-----------	--	------	--	------	--	------	--	-----------	--

Name of Authorized Person _____

Designation _____

Signature _____

Date _____



Official Stamp



2. REFERENCE FOR THE BIDDER

Name of Institution (Client)	
Contract/Tender Number	
Contract Description	
Name of Service Provider (Bidder)	
Value of project	
Commencement Date	
Contractual Completion Date	
Bidder's Completion Date	

2.1 Please score the performance of the above-mentioned company by marking the relevant box

Performance Rating			Comments
Work performed in compliance with contract terms.	Excellent	5	
	Good	4	
	Fair	3	
	Poor	2	
	Very Poor	1	
Financial Status of the bidder in relation to the work to be performed.	Excellent	5	
	Good	4	
	Fair	3	
	Poor	2	
	Very Poor	1	
Timelines of work are met.	Excellent	5	
	Good	4	
	Fair	3	
	Poor	2	
	Very Poor	1	
Customer services.	Excellent	5	



	Good	4	
	Fair	3	
	Poor	2	
	Very Poor	1	
Quality of Service.	Excellent	5	
	Good	4	
	Fair	3	
	Poor	2	
	Very Poor	1	
Communication and accessibility.	Excellent	5	
	Good	4	
	Fair	3	
	Poor	2	
	Very Poor	1	
Documentation records, receipts, invoices and computer-generated reports received in a timely manner and in compliance with contract specification	Excellent	5	
	Good	4	
	Fair	3	
	Poor	2	
	Very Poor	1	
Would you recommend using this service provider in future?	Yes	No	If no, provide reasons:

OVERALL PERFORMANCE

Excellent		Good		Fair		Poor		Very Poor	
-----------	--	------	--	------	--	------	--	-----------	--

Name of Authorized Person _____

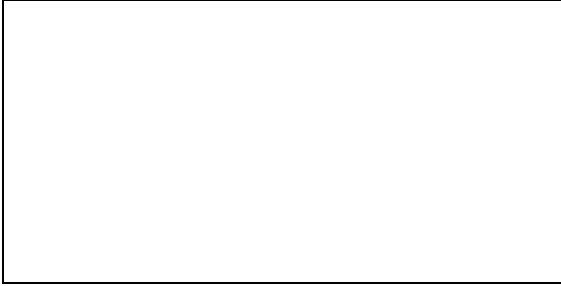
Designation _____

Signature _____

Date _____



Official Stamp



3. REFERENCE FOR THE BIDDER

Name of Institution (Client)	
Contract/Tender Number	
Contract Description	
Name of Service Provider (Bidder)	
Value of project	
Commencement Date	
Contractual Completion Date	
Bidder's Completion Date	

1.1 Please score the performance of the above-mentioned company by marking the relevant box

Performance Rating			Comments
Work performed in compliance with contract terms.	Excellent	5	
	Good	4	
	Fair	3	
	Poor	2	
	Very Poor	1	
Financial Status of the bidder in relation to the work to be performed.	Excellent	5	
	Good	4	
	Fair	3	
	Poor	2	
	Very Poor	1	
Timelines of work are met.	Excellent	5	
	Good	4	
	Fair	3	
	Poor	2	
	Very Poor	1	
Customer services.	Excellent	5	
	Good	4	



	Fair	3	
	Poor	2	
	Very Poor	1	
Quality of Service.	Excellent	5	
	Good	4	
	Fair	3	
	Poor	2	
	Very Poor	1	
Communication and accessibility.	Excellent	5	
	Good	4	
	Fair	3	
	Poor	2	
	Very Poor	1	
Documentation records, receipts, invoices and computer-generated reports received in a timely manner and in compliance with contract specification	Excellent	5	
	Good	4	
	Fair	3	
	Poor	2	
	Very Poor	1	
Would you recommend using this service provider in future?	Yes	No	If no, provide reasons:

OVERALL PERFORMANCE

Excellent		Good		Fair		Poor		Very Poor	
-----------	--	------	--	------	--	------	--	-----------	--

Name of Authorized Person _____

Designation _____

Signature _____

Date _____

Official Stamp

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B. TEAM CAPABILITY

Bidder(s) are required to submit CV(s) of proposed team members that demonstrate experience in the areas of Natural Resources Management/ Invasive Alien Plants/Forestry, Biodiversity / Ecosystem Services/ Environmental Management.



B. METHODOLOGY

(Attach Methodology/ Proposal here)

(Attach Company Profile, Organogram and CVs of additional staff here)

