



## forestry, fisheries & the environment

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

### **INVITATION TO BID BID NUMBER: DFFE-T069(22/23)**

TO APPOINT MULTIPLE SERVICE PROVIDERS TO ASSIST DFFE WITH THE IMPLEMENTATION OF ALIEN PLANT CLEARING, BUSH ENCROACHMENT AND ASSOCIATED PROJECTS IN VARIOUS PRIORITY PROJECT AREAS WITHIN THE NORTH-WEST, GAUTENG, LIMPOPO AND MPUMALANGA PROVINCES.

Contact persons:

Name : Ms Tapiwa Puling  
Office Telephone No. : 083-572-1550  
E-Mail : [TPuling@dffe.gov.za](mailto:TPuling@dffe.gov.za)

#### **NATIONAL TREASURY CENTRAL SUPPLIER DATABASE (CSD) REGISTRATION INFORMATION.**

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

**CLOSING DATE OF THE BID: 14 NOVEMBER 2022 AT 11H00\_AM**

**KINDLY TAKE NOTE OF THE COMPULSORY BRIEFING SESSION: 25 OCTOBER 2022 AT 10H00 AM**

[https://teams.microsoft.com/l/meetup-join/19%3ameeting\\_NzJjYzU1MWItYTlhNi00MGJlLWI2NWEtYzg2ZmUyZmlzMmUz%40thread.v2/0?context=%7b%22Tid%22%3a%224ce253e7-3961-428c-ab62-1f96cf3a9fd9%22%2c%22Oid%22%3a%226d5c9642-e70e-4ea7-9b08-fc1dd4d78dcb%22%7d](https://teams.microsoft.com/l/meetup-join/19%3ameeting_NzJjYzU1MWItYTlhNi00MGJlLWI2NWEtYzg2ZmUyZmlzMmUz%40thread.v2/0?context=%7b%22Tid%22%3a%224ce253e7-3961-428c-ab62-1f96cf3a9fd9%22%2c%22Oid%22%3a%226d5c9642-e70e-4ea7-9b08-fc1dd4d78dcb%22%7d)

## PART A INVITATION TO BID

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)</b>					
BID NUMBER:	DFFE- T069(22/23)	CLOSING DATE:	14 NOVEMBER 2022	CLOSING TIME:	11:00 AM
DESCRIPTION	<b>TO APPOINT MULTIPLE SERVICE PROVIDERS TO ASSIST DFFE WITH THE IMPLEMENTATION OF ALIEN PLANT CLEARING, BUSH ENCROACHMENT AND ASSOCIATED PROJECTS IN VARIOUS PRIORITY PROJECT AREAS WITHIN THE NORTH-WEST, GAUTENG, LIMPOPO AND MPUMALANGA PROVINCES.</b>				
<b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)</b>					
Department of Forestry, Fisheries and the Environment; The Environment House, 473 Steve Biko Road; Cnr Soutpansberg and Steve Biko Road, Arcadia Pretoria /Tshwane					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>			<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>		
CONTACT PERSON	SCM Practitioner		CONTACT PERSON	<b>Ms Tapiwa Puling</b>	
TELEPHONE NUMBER	012 399 9670/9671/9055		TELEPHONE NUMBER	<b>083-572-1550</b>	
FACSIMILE NUMBER	N/A		FACSIMILE NUMBER	N/A	
E-MAIL ADDRESS	<a href="mailto:Tenders@dfefgov.za">Tenders@dfefgov.za</a>		E-MAIL ADDRESS	<a href="mailto:TPuling@dfefgov.za">TPuling@dfefgov.za</a>	
<b>SUPPLIER INFORMATION</b>					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		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	
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3 ]	
<b>QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
<b>IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.</b>					

**PART B  
TERMS AND CONDITIONS FOR BIDDING**

<b>1. BID SUBMISSION:</b>
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
<b>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.</b>
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
<b>1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).</b>

<b>2. TAX COMPLIANCE REQUIREMENTS</b>
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER: .....

CAPACITY UNDER WHICH THIS BID IS SIGNED: .....

(Proof of authority must be submitted e.g. company resolution)

DATE: .....

**PRICING SCHEDULE**  
**(Professional Services)**

NAME OF BIDDER: .....	BID NO: DFFE-T069 (22/23)
CLOSING TIME 11h00 AM	CLOSING DATE: 14 NOVEMBER 2022

OFFER TO BE VALID FOR ...120...DAYS FROM THE CLOSING DATE OF BID.

**DESCRIPTION: TO APPOINT MULTIPLE SERVICE PROVIDERS TO ASSIST DFFE WITH THE IMPLEMENTATION OF ALIEN PLANT CLEARING, BUSH ENCROACHMENT AND ASSOCIATED PROJECTS IN VARIOUS PRIORITY PROJECT AREAS WITHIN THE NORTH-WEST, GAUTENG, LIMPOPO AND MPUMALANGA PROVINCES.**

\*\*(ALL APPLICABLE TAXES INCLUDED)

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

R.....

4. PERSON AND POSITION

	HOURLY RATE	DAILY RATE
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.....	R.....	.....

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

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

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

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

TOTAL: R.....

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

Name of Bidder: .....

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

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

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

\*[DELETE IF NOT APPLICABLE]

Any enquiries regarding bidding procedures may be directed to the –

Department of Forestry Fisheries and the Environment

Contact Person: Supply Chain Management

Tel: (012) 399 9670/9671/9055

E-mail: [Tenders@dffe.gov.za](mailto:Tenders@dffe.gov.za)

Or for technical information –

Name : Ms Tapiwa Puling

Office Telephone No. : 083-572-1550

E-Mail : [TPuling@dffe.gov.za](mailto:TPuling@dffe.gov.za)

## BIDDER'S DISCLOSURE

### 1. PURPOSE OF THE FORM

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

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

### 2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest<sup>1</sup> 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**

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

2.2.1 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 consortium<sup>2</sup> will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted

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

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

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

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

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

**1. GENERAL CONDITIONS**

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

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

1.2

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

1.3 Points for this bid shall be awarded for:

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

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

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

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

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

## 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 PREFERENCE POINT SYSTEMS

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

**80/20**

$$P_s = 80 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where

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

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

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

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

## 5. BID DECLARATION

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

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

6.1 B-BBEE Status Level of Contributor: . = .....(maximum of 10 or 20 points)  
(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.)

## 7. SUB-CONTRACTING

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

(**Tick applicable box**)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
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7.1.1 If yes, indicate:

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

(**Tick applicable box**)

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

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

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

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

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

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

8.2 VAT \_\_\_\_\_ registration  
number:.....

8.3 Company \_\_\_\_\_ registration  
number:.....

8.4 TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
  - One person business/sole propriety
  - Close corporation
  - Company
  - (Pty) Limited
- [TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

8.6 COMPANY CLASSIFICATION

- Manufacturer
  - Supplier
  - Professional service provider
  - Other service providers, e.g. transporter, etc.
- [TICK APPLICABLE BOX]

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

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
  - (a) disqualify the person from the bidding process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person’s conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
  - (e) forward the matter for criminal prosecution.

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

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

## DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT

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

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

### 1. General Conditions

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

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

Where

x imported content

y bid price excluding value added tax (VAT)

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

- 1.7. A bid will be disqualified if:



Requirement	Local Content %
2 - Piece-Conti suit Paints	100%
Herbicide Apron (Coveralls)	100%
Rain suit	100%
Hard Hat	100%
Gum Boots	100%
Safety Boots	100%
Leather Gloves	100%
Rubber Gloves (Elbow length)	100%
Rubber Gloves	100%

4. Does any portion of the services, works or goods offered have any imported content? YES / NO

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

The relevant rates of exchange information is accessible on [www.reservebank.co.za](http://www.reservebank.co.za).

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

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

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

**IN RESPECT OF BID No.** .....

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

.....

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

on behalf of the bidder.

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

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286.
- (c) The local content has been calculated using the formula given in clause 3 of SATS 1286, the rates of exchange indicated in paragraph 4.1 above and the following figures:

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

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

- (d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286.
- (e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 13 of the Preferential Procurement Regulations, 2011 promulgated under the Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

**SIGNATURE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**WITNESS No. 1** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**WITNESS No. 2** \_\_\_\_\_

**DATE:** \_\_\_\_\_



**forestry, fisheries  
& the environment**

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

**THE DEPARTMENT OF FORESTRY, FISHERIES AND THE ENVIRONMENT (DFFE) AS AN ORGAN OF STATE SUBSCRIBES TO AND PROPAGATES BOTH THE NOTION OF BROAD BASED BLACK ECONOMIC EMPOWERMENT ACT, 2003 (Act No. 53 of 2003) (B-BBEE), THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 (Act No. 5 of 2000) AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017**

## **TERMS OF REFERENCE**

**TO APPOINT MULTIPLE SERVICE PROVIDERS TO ASSIST DFFE WITH THE IMPLEMENTATION OF ALIEN PLANT CLEARING, BUSH ENCROACHMENT AND ASSOCIATED PROJECTS IN VARIOUS PRIORITY PROJECT AREAS WITHIN THE NORTH-WEST, GAUTENG, LIMPOPO AND MPUMALANGA PROVINCES.**

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## 1. PURPOSE

- 1.1. To appoint multiple service providers to assist DFFE with the implementation of Alien Plant Clearing, Bush Encroachment and Associated Projects in various priority project areas within the North-West, Gauteng, Limpopo, and Mpumalanga Provinces for a period of five (5) years.

## 2. INTRODUCTION AND BACKGROUND

- 2.1. The Environmental Programmes (EP) branch is situated in the Department of Forestry, Fisheries and the Environment (DFFE), with the mandate to implement the Expanded Public Works Programme (EPWP) as part of the Government's broader Public Employment initiatives in addressing the triple challenges of unemployment, poverty and inequality.
- 2.2. The programmes within EP branch are funded under the auspices of the EPWP, to pursue the EPWP objectives of poverty alleviation through providing employment to the unemployed, building the skills base for the unskilled, support and development of the Small, Medium and Micro Enterprise (SMMEs) which are Qualifying Small Enterprises (QSEs) and Exempt Micro Enterprises (EMEs).
- 2.3. The Branch is responsible for identifying and ensuring the implementation of programmes that employ EPWP principles to contribute towards addressing unemployment in line with the "decent employment through inclusive economic growth" outcome, by working with communities to identify local opportunities that will benefit the communities.
- 2.4. Biological invasion is a major threat to biodiversity and ecosystem services. Plants are the most noticeable group of invasive alien species in South Africa, occupying large parts of the country. The introduction of Invasive Alien Plants (IAP) to South Africa has led to the conversion of species-rich vegetation to single-species stands of trees, which threatens biodiversity, water security, productive use of land and the ecological functioning of natural systems. Invasive Alien Plants also intensify the impact of fires and floods, increase soil erosion, and, if left unmanaged, will increasingly impact ecosystem services.
- 2.5. Bush encroachment is a result of poor land management practices. In particular, over-grazing practices that have extended the natural fire-regime of the savannah and resulted in the thickening of endemic thorny Acacia species ("bush"). There is also some evidence that increasing carbon dioxide in the atmosphere from green-house gas emissions is also causing bush encroachment.
- 2.6. Maps were developed by the DFFE that provide an indication of the national priorities and interventions required with regard to this suite of projects relating to i) bush encroachment, and ii) invasive alien plan priorities respectively. These maps may be accessed via this link: <https://sites.google.com/site/nrmprogrammes/home/2023-2028-bid-call?authuser=0>

- 2.7. Multiple projects were identified in these national priority areas across the country and detailed project specifications that require implementation were developed for each of these projects. Bidders may access the various Projects with project specifications specifically related to the North-West, Gauteng, Limpopo, and Mpumalanga provinces on the attached **Annexure 6A – 6U**.
- 2.8. The mandate of the EP Branch is primarily in implementing the EPWP projects with specific linkages to the following (not limited to) legislation link that successful service providers will have to adhere to and factor into their tender submissions:
- 2.8.1. The Constitution of South Africa, 1996;
  - 2.8.2. The National Environmental Management Act, 1998 (Act 107 of 1998);
  - 2.8.3. The National Environmental Management: Biodiversity Act, 2004 (Act 10 of 2004) and applicable regulations;
  - 2.8.4. National Veld and Forest Fire Act, 1998 (Act 101 of 1998);
  - 2.8.5. Disaster Management Act, 2002 (57 of 2002);
  - 2.8.6. National Water Act, 1998 (Act 36 of 1998);
  - 2.8.7. National Forests Act, 1998 (Act 84 of 1998);
  - 2.8.8. Conservation of Agricultural Resources Act, 1983 (Act 43 of 1983);
  - 2.8.9. Mountain Catchment Areas Act, 1981 (Act 76 of 1981);
  - 2.8.10. The Public Finance Management Act, 1999 (Act No 1 of 1999) and the Treasury Regulations issued in terms thereof;
  - 2.8.11. Basic Conditions of Employment Act, 1997 (Act No 75 of 1997) (Ministerial Determination 4: Expanded Public Works Programme);
  - 2.8.12. Basic Conditions of Employment Act, 1997 (Act No 75 of 1997): Code of Good Practice and conditions of work for Expanded Public Works Programme;
  - 2.8.13. The Broad-Based Black Economic Empowerment Act, 2003 (Act No 53 of 2003);
  - 2.8.14. Preferential Procurement Policy Framework Act, 2000 (Act No 5 of 2000);
  - 2.8.15. The Prevention and Combating of Corrupt Activities Act, 2004 (Act No 12 of 2004);
  - 2.8.16. Fertilisers, Farm Feeds, Agricultural Remedies and Stock Remedies Act, 1947 (Act No 36 of 1947);
  - 2.8.17. Hazardous Substances Control Act, 1973 (Act No 15 of 1973);
  - 2.8.18. National Treasury Regulation 16A6.3, issued in terms of the Public Finance Management Act;
  - 2.8.19. The Skills Development Act, 1998 (Act No. 97 of 1998) and the Skills Development Amendment Act, 2011 (Act No. 26 of 2011);
  - 2.8.20. The Reconstruction and Development Programme Fund Act, 1994 (Act No. 7 of 1994) and the Reconstruction and Development Programme Fund Amendment Act, 1998 (Act No. 79 of 1998);

- 2.8.21. Construction Industry Development Board Act, 2000 (Act No. 38 of 2000);
  - 2.8.22. Engineering Profession Act, 2000 (Act No.46 of 2000);
  - 2.8.23. Occupational Health and Safety Act, 1993 (Act No. 85 of 1993);
  - 2.8.24. Quantity Surveying Profession Act, 2000 (Act No. 49 of 2000);
  - 2.8.25. The Architectural Profession Act, 2000 (Act No. 44 of 2000);
  - 2.8.26. Landscape Architectural Professions Act, 2000 (Act No. 45 of 2000);
  - 2.8.27. The National Small Enterprise Act No, 1996 (Act No. 102 of 1996);
  - 2.8.28. The National Qualifications Framework Act, 2008 (Act No 67 of 2008 and the NQF Amendment Act,2019(Act No.12 of 2019);
  - 2.8.29. Employment Equity Act, 1998 (Act No. 55 of 1998);
  - 2.8.30. Protection of Personal Information Act, 2013 (Act No 4 of 2013); and
  - 2.8.31. Intellectual Property Rights from Publicly Financed Research and Development Act, 2008 (Act No. 51 of 2008).
- 2.9. 95% of work opportunities must be reserved for local people unless specifically authorized otherwise.
  - 2.10. In order to increase participation of the vulnerable groups of our society, bidders are required to align with the EPWP demographic targets set for youth participants at 55%, women at 60% and people living with disabilities at 2%.
  - 2.11. The purpose of this tender is to appoint multiple service providers on five (5) year contracts to assist the DFFE with the implementation of alien plant clearing, bush encroachment and associated projects in the Gauteng, Limpopo, Mpumalanga and North-West provinces.
  - 2.12. Bidders may bid for one or more Project/s but will be required to submit a separate bid for each Project. As a requirement, the tender number with description and details of the specific project with project name, project number, project location (including province) bidding for must be clearly indicated on the front cover of the bid document.
  - 2.13. The DFFE intends to appoint one (1) successful bidder per project across the provinces as per the Project List provided as listed in Table 1 below.
  - 2.14. The EP Programmes target certain categories of people, specifically, the previously disadvantaged, i.e. women, youth and people with disabilities (GeYoDi).

### **3. OBJECTIVES**

- 3.1. The objectives of Alien Plant Clearing, Bush Encroachment and Associated Projects are to prevent, contain and reduce the density and distribution of established, Invasive Alien Species and Bush Encroached Areas, to reduce their negative effects on the environment, to mitigate the negative impact on the environment in terms of restoring ecosystems and habitat for biodiversity amongst other benefits.

#### 4. SCOPE AND EXTENT OF WORK

- 4.1. Through this tender, the Department will be appointing multiple service providers per province according to each of the project areas indicated on Table 1 below.
- 4.2. Bidders are free to bid for any Project Area where they have capacity and capability to deliver by indicating **Yes or No** on the below table; bidders must note that projects awarded will be running concurrently.
- 4.3. The detailed specifications & map of each project areas re attached as **Annexure 6A – 6U Table 1: List of Projects and Areas covering Mpumalanga (MP), Gauteng (GP), Limpopo (LP) and North West (NW)**

NR	PROJECT NAME / PROJECT AREA	PROJECT NUMBER	PROJECT LOCATION	PARTICIPATE YES / NO
1.	MPU Gert Sibande WFW Project	MPU-WFW001-2022/23-GSDM	Gert Sibande DM	
2.	MPU Nkangala WFW Project	MPU-WFW002-2022/23-NDM	Nkangala DM	
3.	MPU Lowveld North WFW Project	MPU-WFW003-2022/23-EDM1	Bushbuckridge & Thaba Chweu LMs	
4.	MPU Lowveld South WFW Projects	MPU-WFW004-2022/23-EDM2	City of Mbombela & Nkomazi LMs	
5.	GP West Rand District NRM	GP-WFW001-2022/3/2027/8	West Rand District	
6.	GP City of Johannesburg NRM	GP-WFW002-2022/3/2027/8	City of Johannesburg	
7.	GP City of Tshwane West NRM	GP-WFW003-2022/3/2027/8	City of Tshwane West	
8.	GP City of Tshwane East NRM	GP-WFW004-2022/3/2027/8	City of Tshwane East	
9.	GP Sedibeng District NRM	GP-WFW005-2022/3/2027/8	Sedibeng District	
10.	GP City of Ekurhuleni NRM	GP-WFW006-2022/3/2027/8	City of Ekurhuleni	
11.	LP- Middle Olifants WFW Project	LP-WFW001-2022/23-SDM2	(Greater Tubatse / Fetakgomo LM & Makhuduthamaga LM)	

NR	PROJECT NAME / PROJECT AREA	PROJECT NUMBER	PROJECT LOCATION	PARTICIPATE YES / NO
12.	LP- Lower Olifants WFW Project	LP-WFW002-2022/23-SDM1	Elias Motsoaledi LM & Ephraim Mogale LM	
13.	LP-Waterberg WFW Project	LP-WFW003-2022/23-WDM	Waterberg DM	
14.	LP-Soutpansberg WFW Project	LP-WFW004-2022/23/VDM1	Makhado LM & Musina LM	
15.	LP-Luvuvhu WFW Project	LP-WFW005-2022/23-VDM2	Collins Chabane LM & Thulamela LM	
16.	LP-Mopani NRM Project	LP-WFW006-2022/23-MDM2	Greater Tzaneen LM, Greater Letaba LM, Maruleng LM	
17.	NW-Bojanala-East NRM Project	NW-WFW001-2022/28-BDM1	Madibeng LM, Moretele LM, Rustenburg LM	
18.	NW-Bojanala-West NRM Project	NW-WFW002-2022/28-BDM2	Moses Kotane LM	
			Kgetleng River LM	
19.	NW-Dr Kenneth Kaunda NRM Project	NW-WFW003-2022/28-DRKKDM	JB Marks LM, City of Matlosana LM, Maquasi Hills LM	
20.	NW-Ngaka Modiri Molema NRM Project	NW-WFW004-2023/28-NMMDM	Mahikeng LM, Ratlou LM, Tswaing LM, Ditsobotla LM, Ramotshere Moiloa LM	
21.	NW-Dr Ruth Segomotsi Mompati NRM Project	NW-WFW005-2023/28-DRRSMDM	Greater Taung LM, Naledi LM, Kagisano Molopo LM, Lekwa-Teemane LM, Mamusa LM	

- 4.4. The appointed service provider will be expected to, in consultation with Environmental Programmes' operations manager in the specific region, develop a detailed Project Plan which details the approach to be followed, project risk management plan, health and safety plan, budget and milestones for the deliverables and activities within each of the project areas.
- 4.5. The appointed service provider shall be responsible for recruitment and contracting of all EPWP participants relating to the project/s.

- 4.6. The recruitment and appointment of-EPWP project participants must be according to the approved DFFE and EPWP recruitment strategy.
- 4.7. Employ unskilled participants/general workers, train them on First Aid and Health & Safety.
- 4.8. Procurement of Personal Protective Clothing (PPE), necessary tools and equipment, including first aid and for the specific industry / work performed by workers (PPE must be branded according to the EP Branding Guideline (**ANNEXURE 5**).
- 4.9. Perform the pre, interim and exit medical surveillance on all project EPWP participants based on the Occupational Risk Exposure Profile (OREP). The medical surveillance program shall encompass, but not limited to:
- Preliminary health risk assessment;
  - Pre-employment health screening assessment and evaluation;
  - Clinical history (Occupational history and hazard exposure);
  - Physical examinations;
  - Medical history;
  - Medical treatment in the last 3 years;
  - Vision screening and vision acuity;
  - Chest X-ray;
  - Special examinations (e.g. Spirometry test);
  - ECG, if the employee seems to have cardiac abnormalities;
  - Blood and urine analysis;
  - Biological Monitoring and Biological Effect Monitoring for HCA;
  - Medical opinion referrals.
- Health Surveillance:**
- Hand-arm vibration syndrome screening;
  - Follow-up for Hand arm Vibration screening;
  - Hearing screening including audiometry;
  - Lung function test / Respiratory surveillance
- 4.10. Secure the availability of Licensed Pest Control Operator to oversee pesticide handling and application in projects.
- 4.11. Provision of safe and suitable transportation for project workers to and from work sites as well as attendance of training sessions.

- 4.12. Perform manual, mechanical and chemical operations for Initial and follow-up sites of Invasive Alien Plants and/or bush encroachment rehabilitation as prioritized and agreed to with the department for specific project areas.
- 4.13. Manage the signing and record keeping of daily attendance registers.
- 4.13. Manage payment of monthly stipend to project participants and issuing of payslips
- 4.14. Develop and submit Occupational Health and Safety file per site and ensure compliance to Occupational Health and Safety requirements and generation of necessary monthly and project close out reports.
- 4.15.** Ensure provision of training and skills development interventions in line with approved training plan and training matrix attached as **ANNEXURE 7.**
- 4.16. All logistics (training provider, venue, transport, catering etc) associated with training must be costed in the bid and shall be the responsibility of the service provider.
- 4.17. NRM projects activities are to be planned and implemented in priority catchments within each of provinces.
- 4.18. 95% of work opportunities must be reserved for local people unless specifically authorized otherwise.
- 4.19. In order to increase participation of the vulnerable groups of our society, bidders are required to align with the EPWP demographic targets set for youth participants at 55%, women at 60% and people living with disabilities at 2%.

## 5. EXPECTED DELIVERABLES / OUTCOMES

5.1. For specific deliverables and maps of project areas listed above please refer to attached **ANNEXURES 6A-6U.**

5.2. The table below outlines the different generic phases of the project, specific deliverables/activities and estimated delivery timeframes.

EXPECTED DELIVERABLES	DESCRIPTION	TIME FRAMES
<b>PHASE 1:</b>  <b>Inception report</b>	Develop a project inception report which details the approach to be followed, Project Risk Management Plan, Project Health & Safety Plan, Training Plan, budget, and milestones.	<b>1 month</b>
<b>PHASE 2:</b>	Introduce project to identified stakeholders (local municipalities, traditional authorities, CBOs, NGOs) at the district level and establish project advisory committee where necessary.	<b>2 Weeks</b>

EXPECTED DELIVERABLES	DESCRIPTION	TIME FRAMES
<b>Stakeholder consultation,</b>	Where other similar structures exist, get confirmation the project will be supported from these structures, especially with the identification and selection of project participants	
<b>PHASE 3:  Employment</b>	Recruitment of EPWP workers, signing of contracts of employment and rolling out of induction and weed identification training programme in line with DFFE approved training plan  Pre-Medical examinations in line with attached template  Serve as an employer to project participants and manage the statutory requirements (registration of participants for Unemployment Insurance Fund (UIF), UIF payment contributions and Compensation for Occupation, Injury and Diseases (COID) compliance)	<b>2 Weeks</b>
<b>PHASE 4:  Operational Logistics &amp; Training</b>	Pre-authorisation of operations  Attendance of training events as per approved training plan  <b>Project employees must be equipped with the following listed items:</b>  Transportation to and from the point of work (site) and for attendance of Training Sessions approved by the DFFE.  First Aid Kit: See attached <b>Annexure 1</b>  Personal Protective Clothing: See attached <b>Annexure 2</b>  Tools and equipment: See attached <b>Annexure 3</b>  NRM Minimum EPWP Wage Rates <b>Annexure 4</b>	<b>1 month</b>
<b>PHASE 5A, 5B, 5C, 5D and 5E:</b>	Implementation of chemical and mechanical treatment of specific invasive alien species identified on the approved operational plan and treatment area/site.	<b>55 months</b>

<b>EXPECTED DELIVERABLES</b>	<b>DESCRIPTION</b>	<b>TIME FRAMES</b>
<p align="center"><b>Implementation, monitoring and reporting of progress on project deliverables</b></p>	<p>Specific quantities of mapped hectares (ha) or sites of initial and follow-up clearing shall be verified once contract has been awarded. Such verification shall be done in field and in terms of applicable Working for Water norms and standards for clearing of invasive alien plants in consultation with and approval of Regional Operations Managers. No field operations (clearing work) shall start prior to verification and approval of specific targets and phased operational performance plan (APP).</p> <p>Employment and remuneration of project workers shall be guided by applicable EPWP principles and shall be facilitated in consultation with existing or established community structures and stakeholders identified in phase 2 above.</p> <p>Pesticide/Herbicide for the treatment of invasive alien plants shall be provided by the Department. The Service Provider shall ensure that handling and application of herbicides shall be in accordance with relevant DFFE policy and industry standards.</p> <p>Provide and making available all necessary tools and equipment for the continued and efficient implementation of the project</p> <p>Daily, weekly, and monthly monitoring and reporting of project progress.</p> <p>Keeping of evidence and supporting documentation for areas cleared and employment created</p>	
<p><b>PHASE 6:</b></p> <p><b>Develop project close-out report</b></p>	<p>Exit / Post-Medical examination of project employees</p> <p>Compile and submit a project close-out report detailing achievements, value of service rendered against milestones and cost of project, including highlights, challenges, and recommendation for continued protection of NRM investment.</p>	<p align="center"><b>1 month</b></p>

## 6. PERIOD / DURATION OF PROJECT / ASSIGNMENT

- 6.1. The project must be implemented and completed within five (5) years after the date of signature of the Service Level Agreement/ Memorandum of Agreement by both parties and issuing of the official purchase order by the Department.

## 7. COSTING / COMPREHENSIVE BUDGET

- 7.1. A comprehensive costing per project must be provided in the prescribed format on **SBD 3.3 Pricing Schedule (ANNEXURE 9 - including Pricing Breakdown)** with the detailed price breakdown which will be inclusive of all disbursement costs, such as delivery costs, travelling and accommodation costs and other expenses for the total covering a 5-year period. It should be submitted in hard-copy as well as on a flash drive with the tender document.

- 7.2. This must include all costs associated to this project that should be outlined under the following three (3) deliverables for each project, which the Department will make payments against, namely:

- i) EPWP Wages (including COIDA and UIF for EPWP participants as specified on each project's deliverables);
- ii) Training for EPWP participants as specified on each project's deliverables (including accredited and non-accredited as well as all associated costs for the delivery of the training e.g. Catering Service or Catering stipend, venue etc.
- iii) EP Deliverables (which will include all other project related costs excluding EPWP Wages, COIDA, UIF, Training that includes but not limited to the following.

▪ Project Management Fees
▪ Payment of wages and catering stipend for project participants to attend DFFE arranged training sessions
▪ OHS compliance - OHS file development, OHS site compliance, OHS monthly reports and closeout reports,
▪ Transportation for all project activities ▪ First Aid Kit: See attached <b>Annexure 1</b> ▪ Personal Protective Clothing: See attached <b>Annexure 2</b> ▪ Tools and equipment: See attached <b>Annexure 3</b> ▪ NRM Minimum Rates: See attached <b>Annexure 4</b>
▪ Community facilitation and stakeholder engagements
▪ Implementation of chemical and mechanical treatment of specific invasive alien

species
<ul style="list-style-type: none"> <li>▪ Medical testing (Entry and Exit) using registered Occupational Medical Practitioners</li> </ul>

**THE BELOW ITEMS WILL BE ON ACCOUNT OF THE DEPARTMENT AND SHOULD NOT BE INCLUDED IN THE BID PROCES**

<b>Pesticides/ Herbicides</b>	<b>On account of the department - Service Provider will collect from department's stores and ensure safe keeping and handling in line with applicable procedure and guidelines.</b>
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- 7.3. DFFE reserves the right to negotiate price with a recommended service provider(s) identified in the evaluation process per project without offering the same opportunity to any other bidder(s) who have not been recommended.
- 7.4. Travelling costs and time spent or incurred between home and office of bidder and DFFE office will not be for the account of DFFE.
- 7.5. The service provider shall ensure that, during the detailed costing stage, project deliverables and related activities are inclusive of Value Added Tax (VAT) (where applicable to VAT vendors). Refer to Section 11 (Legislative Framework of the Bid) below for more details.
- 7.6. The tenderer is responsible for all the cost that they shall incur related to the preparation and submission of the bid.
- 7.7. Price will be valid for 120 days.
- 7.8. The bid price for the first year will be fixed. For the outer years, the bidder needs to consider a Consumer Price Index (CPI) of 4%. However, the annualised CPI, as published by Stats SA will be used to adjust annual costs allowing for actual CPI increases.

**8. INFORMATION SESSION**

- 8.1. A **compulsory information session** will be held to give clarity to the interested bidders to clarify the scope and extent of work. The bidders will have the opportunity to ask questions where needed.
- 8.2. **Failure to attend the briefing session will result in disqualification.**
- 8.3. The Information Session will be held as follows for all provinces and project areas:

Province	Project Name	Date	Time	
North-West	NW-Bojanala-East NRM Project	25 October 2022	10h00 am	<a href="https://teams.microsoft.com/l/meetup-join/19%3ameeting_NzJjYzU1MWItYTIhNi3961-428c-ab62-1f96cf3a9fd9%22%2c%2">https://teams.microsoft.com/l/meetup-join/19%3ameeting_NzJjYzU1MWItYTIhNi3961-428c-ab62-1f96cf3a9fd9%22%2c%2</a>
	NW-Bojanala-West NRM Project			
	NW-Dr Kenneth Kaunda NRM Project			
	NW-Ngaka Modiri Molema NRM Project			
	NW-Dr Ruth Segomotsi Mompati NRM Project			
Gauteng	GP West Rand District NRM	25 October 2022	10h00 am	<a href="https://teams.microsoft.com/l/meetup-join/19%3ameeting_NzJjYzU1MWItYTIhNi3961-428c-ab62-1f96cf3a9fd9%22%2c%2">https://teams.microsoft.com/l/meetup-join/19%3ameeting_NzJjYzU1MWItYTIhNi3961-428c-ab62-1f96cf3a9fd9%22%2c%2</a>
	GP City of Johannesburg NRM			
	GP City of Tshwane West NRM			
	GP City of Tshwane East NRM			
	GP Sedibeng District NRM			
	GP City of Ekurhuleni NRM			
Limpopo	LP- Middle Olifants WFW Project	25 October 2022	10h00 am	<a href="https://teams.microsoft.com/l/meetup-join/19%3ameeting_NzJjYzU1MWItYTIhNi3961-428c-ab62-1f96cf3a9fd9%22%2c%2">https://teams.microsoft.com/l/meetup-join/19%3ameeting_NzJjYzU1MWItYTIhNi3961-428c-ab62-1f96cf3a9fd9%22%2c%2</a>
	LP- Lower Olifants WFW Project			
	LP-Waterberg WFW Project			
	LP-Soutpansberg WFW Project			
	LP-Luvuvhu WFW Project			
	LP-Mopani NRM Project			
Mpumalanga	MPU Gert Sibande WFW Project	25 October 2022	10h00 am	<a href="https://teams.microsoft.com/l/meetup-join/19%3ameeting_NzJjYzU1MWItYTIhNi3961-428c-ab62-1f96cf3a9fd9%22%2c%2">https://teams.microsoft.com/l/meetup-join/19%3ameeting_NzJjYzU1MWItYTIhNi3961-428c-ab62-1f96cf3a9fd9%22%2c%2</a>
	MPU Nkangala WFW Project			
	MPU Lowveld North WFW Project			
	MPU Lowveld South WFW Projects			

## 9. EVALUATION CRITERIA

9.1. The evaluation for this bid will be carried out in the following Six (6) phases:

- a) Phase 1: Pre-Compliance
- b) Phase 2: Pre-qualification criteria
- c) Phase 3: Mandatory requirements
- d) Phase 4: Local Production and Content
- e) Phase 5: Functionality Criteria
- f) Phase 6: B-BBEE and Price

### 9.2. PHASE 1: PRE-COMPLIANCE

9.2.1. During this phase bid documents will be reviewed to determine the compliance with SCM returnable documents, tax matters and whether proof of registration on Central Supplier Database (CSD) has been submitted with the bid documents at the closing date and time of the bid. Bids which do not satisfy the compliance criteria may not be evaluated further.

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

Item No.	Administrative Requirements	Check/Compliance
1	Master Bid Document	Provided and bound
2	Electronic Copy (USB)	Same as the master bid document
3	SCM - SBD 1 - Invitation to Bid	Completed and signed
4	Tax Compliance and CSD Registration	Attached CSD registration number/ Proof of CSD registration and/or SARS Tax Pin
5	SBD 3.3 - Pricing Schedule ( <b>ANNEXURE 9</b> - including Pricing Breakdown)	Completed
6	SBD 4 – Bidders Disclosure	Completed and signed
7	SBD 6.1 - Preference Points Claim Form in terms of the Preferential Procurement Regulations 2017	Completed and signed
8	SBD 6.2 - declaration certificate for local production and content for designated sectors ( <b>Annexure C</b> )	Completed and signed
9	In case of bids where Consortia / Joint Ventures, Consortia/ Joint Venture agreement signed by both parties must be submitted with bid proposal	JV agreement completed and signed, if applicable

**9.3. PHASE 2: PRE-QUALIFICATION CRITERIA**

9.3.1. The following pre-qualification criteria will apply and all bids that do not meet pre-qualification requirements will be disqualified and not evaluated further

Item No.	MANDATORY REQUIREMENTS	Non-compliance shall result in disqualification?
1	<p><b>B-BBEE level 1 and Level 2</b></p> <p>Only service provider (s) who are B-BBEE Level 1 and Level 2 will be considered for this bid as per Preferential Procurement Regulations 2017.</p>	<p><b>YES</b></p>

9.3.2. The above pre-qualification criteria will apply and all bids that do not meet pre-qualification requirements will be disqualified and not be evaluated further. Service Provider (s) are required to submit the following documents to substantiate their B-BBEE Status Level:

- A B-BBEE Status Level Verification Certificate issued by SANAS Accredited Agencies.  
OR
- A CIPC B-BBEE certificate OR
- A Sworn Affidavit signed by the EME representative and attested by the commissioner of oaths

9.3.3. The Sworn affidavit must indicate the commissioners stamp, if signed by SAPS must indicate the force number of the commissioner, if signed by an auditor/ accountant it must reflect the practice number of the commissioner.

9.3.4. Failure to submit an original or certified copy of the B-BBEE Status Level of contributor issued by SANAS or Certified copy of DTIC certificate, or a valid copy of a signed and valid Sworn Affidavit will result on bid being non-responsive or disqualified

**9.4. PHASE 3: MANDATORY REQUIREMENTS**

**Do mandatory requirements apply for this bid?**

<b>YES</b>
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9.4.1. During this evaluation phase, bidders' response will be evaluated based on the documents submitted under mandatory requirements.

9.4.2. Tenderers who fail to comply with the mandatory requirements will be disqualified and will not be evaluated further on functionality criterion.

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

ITEM NO.	MANDATORY REQUIREMENTS	NON-COMPLIANCE SHALL RESULT IN DISQUALIFICATION?
1	<p>Project team member/s with Licensed Pest Control Operator in terms of Farm Feeds, Fertilizers, Agricultural Remedies and Stock Remedies Act, 1947 (Act 36 of 1947).</p> <p><b>Attach a copy of a valid Pest Control Operator License or proof of PCO renewal application</b></p>	

#### 9.5. PHASE 4: LOCAL PRODUCTION AND CONTENT

9.5.1. Does local production and content apply for this bid?

YES

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

9.5.3. To give effect to the above requirement the Textiles, Clothing, Leather and Footwear sector has been designated for local production and content with a minimum threshold of 100%.

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

9.5.5. Where the supplier is exempted, a copy of the exemption letter must be submitted together with the bid document at the closing date and time of the bid.

9.5.6. The following designated sector of raw material or input issued by the Department of Trade and Industry will apply, bidders must complete and sign **SBD 6.2, Annexures C**. During this evaluation phase, bidder's responses will be evaluated based on the documents submitted under local production and content. **Annexure D and E** are not returnable documents, they must be submitted by the bidder to the Department of Trade and Industry

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

9.5.8. Bidders are required to complete a table below by indicating **YES OR NO** or attached written authorisation from the Department of Trade, Industry and Competition (the DTIC) should there be a need to import such raw material or input.

Requirement	Local Content %	Comply	
		Yes	No
Trousers	100%		
T/shirts	100%		
jackets	100%		
Safety Boots	100%		
Sun Hat	100%		
Rain suit	100%		
Reflective vest	100%		
Helmet	100%		

#### 9.6. PHASE 5: FUNCTIONALITY CRITERIA

9.6.1. Only bid proposals that meet pre-qualification, mandatory requirements and local production and content will be evaluated on functionality criteria.

9.6.2. The bidder must score a minimum of **65%**, during this phase 5 (functionality/technical) of the evaluation to qualify for Phase 6 of the evaluation where price and B-BBEE points will be considered.

CRITERIA	SUB-CRITERIA/CLAUSE		MAX SCORE	EVIDENCE
COMPANY EXPERIENCE	<b>This sub criterion covers the experience of the company, track record and knowledge in the field of invasive alien plant clearing and project management</b>	<b>Indicator</b>	<b>10</b>	Bidder (s) should submit Positive Completion Certificates / Reference Letters that briefly describe the type of services provided for their clients. It must be on the bidders' client' official letterheads and it must be duly signed
	More than 5 projects successfully completed	5		
	4 projects successfully completed	4		
	3 projects successfully completed	3		
	2 projects successfully completed	2		
	1 project successfully completed	1		
	No similar projects successfully completed	0		

EXPERIENCE: PROJECT MANAGEMENT OR COORDINATOR	<b>This sub criterion covers the experience of the proposed Project Manager/ Coordinator in the areas of Natural Resources Management/ Invasive Alien Plants/Forestry, Biodiversity / Ecosystem Services</b>	<b>Indicator</b>	<b>20</b>	Proof of experience in Project Management (CV of the Project Manager/ Coordinator with contactable references outlining duties and responsibilities in the previous work done
	More than 5 years' experience	5		
	4 and less than 5 years' experience	4		
	3 and less than 4 years' experience	3		
	2 and less than 3 years' experience	2		
	1 year and less than 2 years' experience	1		
	Less than 1 year experience or no experience	0		
EXPERIENCE:LICENSED PEST/WEED CONTROLLER	<b>This sub criterion covers the experience of the proposed Project team members that will be responsible for overseeing handling, application and compliance to the Fertilisers, Farm Feeds, Agricultural Remedies and Stock Remedies Act 36 of 1947</b>	<b>Indicator</b>	<b>30</b>	Proof of experience in Licensed Pest/ Weed Controller (CV of the with contactable references outlining duties and responsibilities in the previous work done
	More than 5 years' experience	5		
	4 and less than 5 years' experience	4		
	3 and less than 4 years' experience	3		
	2 and less than 3 years' experience	2		
	1 year and less than 2 years' experience	1		
	Less than 1 year experience or no experience	0		
QUALIFICATION S: THE HEALTH AND SAFETY COORDINATOR	<b>Project team member with qualification in Health and Safety Management.</b>	<b>Indicator</b>	<b>20</b>	Copies of qualification and/or certificates of the personnel in Health and Safety and/or proof of attending safety training
	Three Year Diploma in Safety Management (NDSMD)	5		
	SHERQ Diploma/Certificate / SAMTRAC	4		
	Basic Health & Safety Level II	3		
	Basic Health & Safety Level I	2		
	Health & Safety Awareness Training Attended	1		
	No Qualification/s	0		
EXPERIENCE: THE HEALTH AND SAFETY COORDINATOR	<b>This sub criterion covers the experience of the proposed Health and Safety Manager</b>	<b>Indicator</b>	<b>20</b>	Proof of experience in Health and Safety Management
	More than 5 years' experience	5		
	4 and less than 5 years' experience	4		

	3 and less than 4 years' experience	3	(CV of the with contactable references outlining duties and responsibilities in the previous work done)
	2 and less than 3 years' experience	2	
	1 year and less than 2 years' experience	1	
	Less than 1 year experience or no experience	0	
<b>TOTAL FUNCTIONALITY SCORE</b>			<b>100</b>

**9.7. PHASE 6: PRICE AND B-BBEE PREFERENCE POINT SYSTEM**

9.7.1. The bid will be awarded to a bidder with the highest points on price and B-BBEE on condition that they have met all phases of the evaluation criteria and complied with the tender requirements set out in the tender document.

9.7.2. The department reserves the right to negotiate prices that are not deemed market related and not to award the tender to the bidder with the lowest price

9.7.3. The 80/20 or 90/10 as an appropriate preference point system will be used in the evaluation and adjudication of this tender per Project. However, it must be extended that the lowest acceptable tender per Project will be used to determine the applicable preference point system as per regulation (Section 3(a)(ii) pf PPR (Preferential Procurement Regulation) 2017, which states: "If it is unclear which preference point system will be applicable, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system". Therefore, either 80 or 90 points, depending on the rand value of the tender, will be awarded to the bidder who offers the lowest price, and proportionately fewer points are awarded to those with higher prices. Either 20 or 10 points are then available as preference points for EMEs, QSEs or B-BBEE contributors, as applicable.

9.7.4. Preference point system applicable for this bid is:

<b>90:10</b>	<b>YES</b>
<b>80:20</b>	<b>YES</b>

9.7.5. Subject to sub-regulation 6 (2), points will be awarded to a tenderer attaining a B-BBEE status level contributor in accordance with the table below:

<b>For 90:10</b>		<b>For 80:20</b>	
<b>B-BBEE STATUS LEVEL CONTRIBUTOR</b>	<b>NUMBER OF POINTS (10)</b>	<b>B-BBEE STATUS LEVEL CONTRIBUTOR</b>	<b>NUMBER OF POINTS (20)</b>
1	10	1	20
2	9	2	18

For 90:10		For 80:20	
B-BBEE STATUS LEVEL CONTRIBUTOR	NUMBER OF POINTS (10)	B-BBEE STATUS LEVEL CONTRIBUTOR	NUMBER OF POINTS (20)
3	6	3	14
4	5	4	12
5	4	5	8
6	3	6	6
7	2	7	4
8	1	8	2
Non-compliant contributor	0	Non-compliant contributor	0

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

## 10. BID SUBMISSION REQUIREMENTS

- 10.1. Bidders must ensure that they clearly specify the Project areas as per the Project Names for each bid submitted. Bidders are allowed to bid for multiple project areas, but each project area shall have its own separate Pricing Schedule.
- 10.2. Bidders should ensure that the following submission requirements, which will be needed for evaluation purposes are included in their bid proposal and are as follows:
- 10.2.1. The service provider must draft a table of content which will indicate where each document is in the proposal.
- 10.2.2. The proposal shall consist of one master original document and must clearly indicate the prices on SBD 3.3 Pricing Schedule (**ANNEXURE 9** - including Pricing Breakdown) as well as the Price Breakdown in the prescribed format as per project.
- 10.2.3. The information in the CV of the proposed Project Management Team should include relevant experience in the chosen area of expertise.

- 10.2.4. Project reference specifying the role played by the service provider in the listed projects or assignments, project value and the duration of the project (start and end date).
- 10.2.5. A detailed Project Plan with clear indication of who will be responsible for the management of the assignment as well as its execution. The allocation of team members on the assignments should be based on the experience in delivering the scope of work as listed.
- 10.2.6. Standard bidding documents (SBD1, SBD3.3, SBD4, SBD6.1 and SBD 6.2 with relevant Annexure C)**
- 10.2.7. Copy of Central Supplier Database (CSD) report.
- 10.2.8. A signed letter of commitment by the bidder giving a consent allowing DFFE or duly authorised agent for the verification including but not limited to credit, reference, directors' personal information etc. Bidders are required to duly complete and sign **ANNEXURE 10** which must be supported by a letter of commitment by the bidder giving consent.

## **11. LEGISLATIVE FRAMEWORK OF THE BID**

### 11.1. Tax Legislation

- 11.1.1. Bidder must at all times be compliant when submitting proposal to DFFE and remain compliant for the entire contract term with all applicable tax legislation, including but not limited to the Income Tax Act, 1962 (Act No. 58 of 1962) and Value Added Tax Act, 1991 (Act No. 89 of 1991).
- 11.1.2. Bidders who make taxable supplies more than R1 million in any 12-month conservative period are liable for compulsory VAT registration, but a person may also choose to register voluntarily provided that the minimum threshold of R500 000 has been exceeded in the past 12-month period.
- 11.1.3. Bidders who meet the above requirement must register as VAT vendors, if successful, within one month of award of the bid.
- 11.1.4. SARS Tax Status Pin requirements / or Central Supplier Database (CSD) number or report must be provided.

### 11.2. Procurement Legislation

- 11.2.1. Bidders should be cognisant of the legislation and/or standards specifically applicable to the services.
- 11.2.2. Bidders are requested to submit a valid B-BBEE Status Level Verification Certificate issued by SANAS, or Accredited Verification Agency; or B-BBEE Certificate issued by CIPC, or Sworn Affidavit commissioned by Commissioner of Oaths together with their bids.

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

## **12. SPECIAL CONDITIONS OF CONTRACT**

- 12.1. On appointment, specific performance targets shall be set, scheduled and agreed to in a performance plans and measures for the delivery of the agreed services will be closely monitored by Project Manager.
- 12.2. The service provider shall submit and capture fortnight progress reports to the Project Manager and on any specified departmental reporting system, within the agreed stipulated timeframe for the duration of the project, submitted in both soft and hard copies. Failure to submit the required reports on time may result in penalties.
- 12.3. The service provider shall ensure proper record keeping of all project performance information and evidence for the duration of the project and hand all evidence over at the end of the project.
- 12.4. DFFE will not be held responsible for any costs incurred by the service providers in the preparation, presentation, and submission of the bid.

- 12.5. The Project Manager shall do the ongoing management of the Service Level Agreement (SLA)/ Memorandum of Agreement (MOA).
- 12.6. The service provider must guarantee the presence of the Project Manager, Health & Safety Officer and Licenced Pest Control Operator as key technical personnel in charge of programme throughout the duration of the contract. Replacement of key technical personnel must be done with approval of the department.
- 12.7. All the conditions specified in the General Conditions of Contract (GCC) will apply and where the conditions in the special conditions of contract contradicts the conditions in the general conditions of contract the special conditions of contract will prevail.
- 12.8. The service provider shall notify the Department in writing of all subcontracts awarded under this contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.
- 12.9. In a case a tenderer is intending to sub-contract portion of work, such tenderer awarded a contract may only enter sub-contracting arrangements with the approval of the Department.
- 12.10. The service provider shall provide a formal Letter of Authority to sign documents on behalf of the company.
- 12.11. The bid/ proposals should be submitted with all required information containing technical information.
- 12.12. Poor or non-performance by the bidder will result in cancellation of works orders or service level agreement.
- 12.13. The supplier shall be required to ensure that workers employed in the project are taken through compulsory pre-Medical examination, by a duly accredited occupation health and safety practitioner before starting with any project work.
- 12.14. The service provider shall be required to comply with all the requirements of the Compensation for Occupational Injuries and Diseases Act (COIDA) and the Unemployment Insurance Fund Act (UIF), by ensuring that all project employees are registered and covered. Evidence of COIDA and UIF registration from the Department of Labour must be provided during contracting.
- 12.15. The service provider shall be required to comply with all relevant project operational standards of the Environmental Programmes Branch in the planning, implementation, monitoring and close out of the project.
- 12.16. The service provider will be required to comply with minimum wage rates and tariffs specified and set for Expanded Public Works Programme and the Environmental Programmes Branch.
- 12.17. Vegetation growth and density are unpredictable over time. As a result, the actual hectares to be cleared may vary from the approved tender specifications. In such cases, these variations will be reviewed by both the Department and the successful Service Provider to determine and agree on the new annual targets.

- 12.18. Bidders will be required to ensure that all projects that are awarded and implemented concurrently are allocated with all the required resources and key support personnel, therefore, bidders must demonstrate capacity to implement more than one project.
- 12.19. Bidders are required to comply with the Occupational Health and Safety (OHS) Act in terms of Personal Protective Equipment (PPE). Occupational health and safety is an integral part of project management. The Service Provider should ensure that the relevant legislation is adhered to and that participants are well informed on health and safety requirements as outlined in the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993), amendments to the Act and other applicable regulations. The minimum PPE requirements that bidders need to comply with are attached as Annexure 5.
- 12.20. The service provider is required to comply with to the Ministerial Determination 4 of the EPWP of 4 May 2012([https://www.cogta.gov.za/cgta\\_2016/wp-content/uploads/2018/01/Annexure-2-Ministerial-Determination-Expanded-Public-Works-Programmes-CWP.pdf](https://www.cogta.gov.za/cgta_2016/wp-content/uploads/2018/01/Annexure-2-Ministerial-Determination-Expanded-Public-Works-Programmes-CWP.pdf))
- 12.21. The service provider will be responsible for procuring (at their own cost) pesticides and to ensure proper pesticide management and compliance throughout the entire pesticide lifecycle as per the Department's Pesticide Policy.
- 12.22. The service provider should ensure compliance to Pest Control Operator License in terms of Farm Feeds, Fertilizers, Agricultural Remedies and Stock Remedies Act, 1947 (Act 36 of 1947) with projects using pesticides. A copy of a valid Pest Control Operator License or proof of PCO renewal application should be attached to the bid document.
- 12.23. The service provider will submit monthly progress reports to the Project Manager as prescribed by the Department. Failure to submit the required reports on time will result in penalties. In preparation of tenders, bidders should take into account the relevant resources needed and plan for the reporting requirements on the following aspects.
- 12.24. EPWP REQUIREMENTS**
- 12.24.1. The successful service provider shall, for project reporting purposes, keep accurate financial records and all non-financial project information as required by the Department.
- 12.24.2. The successful service provider shall compile and submit a key performance report (electronically) in a format as prescribed by the Department on a monthly basis.
- 12.24.3. Participant information will include the identity number of the participant, gender, age, disability status, daily wage or task-based rates paid to participants, and training attended in a period of reporting.
- 12.24.4. All socio-economic and management data must be captured in a prescribed format and platform approved by the DFFE.

**12.25. OCCUPATIONAL HEALTH AND SAFETY**

- 12.25.1. In terms of the Department's Occupational Health and Safety (OHS) Specifications, the service provider will be required to agree to this by way of signature on the document and will be required to implement accordingly.
- 12.25.2. The service provider shall comply with all Occupational Health and Safety (OHS) legislation, including the Department's OHS Specifications.
- 12.25.3. The service provider shall ensure the provision to each Participant employed and operational staff with the required protective clothing and personal protective equipment as per the Occupational Health and Safety legislation for the type of work needed for Project implementation.
- 12.25.4. The service provider shall be required to submit the following information as evidence to the EP Project Manager in the prescribed format.
  - i. Annual OHS Plan must be submitted by the Service Provider to the EP Project Manager for approval prior to the commencement of Work.
  - ii. Monthly Project OHS Report.
  - iii. Proof of submission of SHEQ Close out reports to EP Branch Quality Management team, if requested by the DFFE on a sample basis
  - iv. Annual OHS File
- 12.25.5. The service provider will be required to sign OHS Specifications as part of the Contract.
- 12.25.6. The PPE requirements are attached as Annexure 3.

## **12.26. RISK MANAGEMENT**

- 12.26.1. The service provider shall assess, identify, manage, and accept the vulnerability of the risk, including but not limited to wildland management risk, reputational risk, life, property, environmental and social risk.
- 12.26.2. The service provider shall be required to compile a Risk Plan for risks associated with the Project in the prescribed format for each financial year.

## **12.27. TRAINING**

- 12.27.1. The service provider must submit a Training Plan to the Department on an annual basis for approval aligned to the Project Charter that is aligned to the published Project Specifications as per the tender advertised.
- 12.27.2. The service provider shall ensure that the Project participants receive accredited and/or non-accredited training during the period of employment.
- 12.27.3. Accredited training shall be implemented by an accredited training service provider appointed by the service provider. The requirements for an accredited training service provider are as follows:
  - a) Letter of accreditation for the accredited Service Providers

b) List of the accredited training and unit standards

- 12.27.4. The service provider must allow all Participants reflected in the training plan for accredited training, prepared by the accredited training service provider and signed by the service provider, to attend training as indicated therein and the Service Provider shall remunerate participants for such training days including all travel, accommodation, meals, and training material and provide learners with the applicable PPE to wear during training.
- 12.27.5. The service provider shall keep monthly records of the attendance registers for all training (accredited and non-accredited), a spreadsheet listing competent learners and the competency certificates.

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

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

## 14. PAYMENT TERMS

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

## 15. TECHNICAL ENQUIRIES

- 15.1. Should bidders require any further technical information the following persons can be contacted for the specific provinces and project areas:

PROVINCE	CONTACT PERSON	CONTACT DETAILS
Inland Provinces (All)	Ms Tapiwa Puling	083-572-1550 <a href="mailto:TPuling@dffe.gov.za">TPuling@dffe.gov.za</a>
Mpumalanga (GSDM & NDM)	Mr Brendon Mashabane	066-489-3881 <a href="mailto:BMashabane@dffe.gov.za">BMashabane@dffe.gov.za</a>
Mpumalanga (EDM) and Limpopo (Mopani District)	Mr Werner Roux	082-469-4341 <a href="mailto:WRoux@dffe.gov.za">WRoux@dffe.gov.za</a>
Limpopo	Mr Mbulaheni Netshavakololo	072-774-9265 <a href="mailto:MNetshavhakololo@dffe.gov.za">MNetshavhakololo@dffe.gov.za</a>
North-West	Mr Vusi Lubisi	066-489-3373 <a href="mailto:VLubisi@dffe.gov.za">VLubisi@dffe.gov.za</a>
Gauteng	Ms Nancy Matloko	066-489-3413 <a href="mailto:NMatloko@dffe.gov.za">NMatloko@dffe.gov.za</a>
Gauteng	Ms Linda Mabuza	066-489-3410 <a href="mailto:LMabuza@dffe.gov.za">LMabuza@dffe.gov.za</a>

**16. LIST OF ANNEXURES**

<b>#</b>	<b>ANNEXURE DESCRIPTION</b>	<b>ANNEXURE NUMBER</b>
1	List of First Aid contents	<b>Annexure 1</b>
2	List and Specification of Personnel Protectove Equipment (PPE)	<b>Annexure 2</b>
3	List of Tools & Equipment	<b>Annexure 3</b>
4	NRM Minimum EPWP Wage Rates and Tarrifs	<b>Annexure 4</b>
5	PPE Branding Guideline	<b>Annexure 5</b>
6	Project Deliverables and Project Area Maps	<b>Annexure 6A – 6U</b>
7	Training Matrix	<b>Annexure 7</b>
8	NRM Operational Standards	<b>Annexure 8</b>
9	Pricing Schedule	<b>Annexure 9</b>
10	Consent and indemnity Form	<b>Annexure 10</b>

# **THE NATIONAL TREASURY**

**Republic of South Africa**



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

**July 2010**

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

**NOTES**

The purpose of this document is to:

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

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

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

## TABLE OF CLAUSES

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
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21. Delays in the supplier's performance
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23. Termination for default
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## General Conditions of Contract

### 1. Definitions

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

RSA.

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

obligations of the supplier covered under the contract.

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

## **2. Application**

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

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

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

## **3. General**

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

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

## **4. Standards**

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

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

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

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

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

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

## **6. Patent rights**

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

**7. Performance security**

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

**8. Inspections, tests and analyses**

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

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

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

**9. Packing**

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

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

**10. Delivery and documents**

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

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

**11. Insurance**

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

**12. Transportation**

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

**13. Incidental services**

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

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

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

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

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

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

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

#### **15. Warranty**

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

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

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

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

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

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

**16. Payment**

- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

**17. Prices**

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

**18. Contract amendments**

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

**19. Assignment**

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

**20. Subcontracts**

- 20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

**21. Delays in the supplier's performance**

- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the

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

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

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

## **22. Penalties**

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

## **23. Termination for default**

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

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

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

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

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

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

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

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

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

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

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

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

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

may be due to him

**25. Force Majeure**

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

**26. Termination for insolvency**

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

**27. Settlement of Disputes**

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

**28. Limitation of liability**

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

aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

**29. Governing language**  
(b)

29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.

**30. Applicable law**

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

**31. Notices**

31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice

31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

**32. Taxes and duties**

32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.

32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.

32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

**33. National Industrial Participation (NIP) Programme**

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

**34 Prohibition of Restrictive practices**

34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).

34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

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



# DEPARTMENT OF FORESTRY, FISHERIES AND THE ENVIRONMENT

## BAS ENTITY MAINTENANCE FORM

Head Office Only	
Date Received	_____
SafetyNet Capture	_____
SafetyNet Verified:	_____
BAS/LOGIS Capt	_____
BAS/LOGIS Auth	_____
Supplier No.	_____

**The Director General**

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

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

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

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

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

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

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

Company / Personal Details															
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Trading Name	<input style="width: 100%;" type="text"/>														
Tax Number	<input style="width: 100%;" type="text"/>														
VAT Number	<input style="width: 100%;" type="text"/>														
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Postal Code	Postal Code														
<input style="width: 20px;" type="text"/> <input style="width: 20px;" type="text"/> <input style="width: 20px;" type="text"/> <input style="width: 20px;" type="text"/>	<input style="width: 20px;" type="text"/> <input style="width: 20px;" type="text"/> <input style="width: 20px;" type="text"/> <input style="width: 20px;" type="text"/>														
Address <small>(Compulsory if Supplier)</small>															
New Detail															
<input type="checkbox"/> New Supplier information <input type="checkbox"/> Update Supplier information															
Supplier Type:	<input type="checkbox"/> Individual <input type="checkbox"/> Department <input type="checkbox"/> Partnership <input type="checkbox"/> Company <input type="checkbox"/> Trust <input type="checkbox"/> CC <input type="checkbox"/> Other ( Specify )														
Department Number	<input style="width: 20px;" type="text"/> <input style="width: 20px;" type="text"/>														

**Supplier Account Details (To be Verified by the bank)**

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

Account Name

Account Number

Branch Name

Branch Number

**Bank screen info**

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

Account Type

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

ID Number

Passport Number

Company Registration Number

\*CC Registration

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

Bank Stamp

**Supplier Contact Details**

Business

Area Code Telephone Number Extension

Home

Area Code Telephone Number Extension

Fax

Area Code Fax Number

Cell

Cell Code Cell Number

Email Address

Contact Person:

Supplier Signature

Print Name

Date (dd/mm/yyyy)

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