



forestry, fisheries
& the environment
Department:
Forestry, Fisheries and the Environment
REPUBLIC OF SOUTH AFRICA

INVITATION TO BID

BID NUMBER: DFFE-B002 (25/26)

TO APPOINT MULTIPLE SERVICE PROVIDERS ON 3-YEAR CONTRACTS TO ASSIST THE DFFE WITH THE IMPLEMENTATION OF ALIEN PLANT-CLEARING PROJECTS IN THE EASTERN CAPE PROVINCE FOR A PERIOD OF 3 YEARS

Contact person:

Name: Ms. Ncumisa Mabece

Telephone No. 021 493 7239

E-Mail: nmabece@dffe.gov.za

NATIONAL TREASURY CENTRAL SUPPLIER DATABASE (CSD) REGISTRATION INFORMATION

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

CLOSING DATE OF THE BID: 16 MAY 2025 AT 11H00

NB: Bidders should note that enquiries will only be allowed at least 10 days before the tender closes.

A COMPULSORY BRIEFING SESSION:

A compulsory briefing session will be held to provide clarity to the interested bidders to clarify the scope and extent of the work. The bidders will have the opportunity to ask questions where needed.

The compulsory information session will be held as follows:

Date: **16 APRIL 2025**

Time: **11:00-14:00**

Platform/Venue: : [https://zaf01.safelinks.protection.outlook.com/ap/t-](https://zaf01.safelinks.protection.outlook.com/ap/t-59584e83/?url=https%3A%2F%2Fteams.microsoft.com%2F%2Fmeetup-join%2F19%253ameeting_N2Q1ZTMwMzMtMjNiNi00MDA3LTg0YzctNTg2ZDlwMmZjMmJh%2540thread.v2%2F0%3Fcontext%3D%257b%2522Tid%2522%253a%25224ce253e7-3961-428c-ab62-1f96cf3a9fd9%2522%252c%2522Oid%2522%253a%2522a79b1bb6-931c-4c44-a1ae-801ea94a892b%2522%257d&data=05%7C02%7CNMabece%40dffe.gov.za%7C806110cf516740f329a408dd7451e243%7C4ce253e73961428cab621f96cf3a9fd9%7C0%7C0%7C638794617258005386%7CUnknown%7CTWFpbGZsY3d8eyJFbXB0eU1hcGkiOnRydWUsIlYiOiIwLjAuMDAwMCIslIAiOiJXaW4zMilslkFOljoiTWFpbClldUljoyfQ%3D%3D%7C0%7C%7C%7C&sdata=XHbuEjTJVhl3gsrK1IMwNzVBqe4XPkRu6YDfAdtF7PM%3D&reserved=0)

[59584e83/?url=https%3A%2F%2Fteams.microsoft.com%2F%2Fmeetup-join%2F19%253ameeting_N2Q1ZTMwMzMtMjNiNi00MDA3LTg0YzctNTg2ZDlwMmZjMmJh%2540thread.v2%2F0%3Fcontext%3D%257b%2522Tid%2522%253a%25224ce253e7-3961-428c-ab62-1f96cf3a9fd9%2522%252c%2522Oid%2522%253a%2522a79b1bb6-931c-4c44-a1ae-801ea94a892b%2522%257d&data=05%7C02%7CNMabece%40dffe.gov.za%7C806110cf516740f329a408dd7451e243%7C4ce253e73961428cab621f96cf3a9fd9%7C0%7C0%7C638794617258005386%7CUnknown%7CTWFpbGZsY3d8eyJFbXB0eU1hcGkiOnRydWUsIlYiOiIwLjAuMDAwMCIslIAiOiJXaW4zMilslkFOljoiTWFpbClldUljoyfQ%3D%3D%7C0%7C%7C%7C&sdata=XHbuEjTJVhl3gsrK1IMwNzVBqe4XPkRu6YDfAdtF7PM%3D&reserved=0](https://zaf01.safelinks.protection.outlook.com/ap/t-59584e83/?url=https%3A%2F%2Fteams.microsoft.com%2F%2Fmeetup-join%2F19%253ameeting_N2Q1ZTMwMzMtMjNiNi00MDA3LTg0YzctNTg2ZDlwMmZjMmJh%2540thread.v2%2F0%3Fcontext%3D%257b%2522Tid%2522%253a%25224ce253e7-3961-428c-ab62-1f96cf3a9fd9%2522%252c%2522Oid%2522%253a%2522a79b1bb6-931c-4c44-a1ae-801ea94a892b%2522%257d&data=05%7C02%7CNMabece%40dffe.gov.za%7C806110cf516740f329a408dd7451e243%7C4ce253e73961428cab621f96cf3a9fd9%7C0%7C0%7C638794617258005386%7CUnknown%7CTWFpbGZsY3d8eyJFbXB0eU1hcGkiOnRydWUsIlYiOiIwLjAuMDAwMCIslIAiOiJXaW4zMilslkFOljoiTWFpbClldUljoyfQ%3D%3D%7C0%7C%7C%7C&sdata=XHbuEjTJVhl3gsrK1IMwNzVBqe4XPkRu6YDfAdtF7PM%3D&reserved=0)

Meeting ID: 310 279 914 245

Passcode: g4UJ3Ud9

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (DEPARTMENT OF FORESTRY, FISHERIES AND THE ENVIRONMENT)							
BID NUMBER:	DFFE-B002 (25-26)	CLOSING DATE: 16 MAY 2025	CLOSING TIME:	11:00			
DESCRIPTION	TO APPOINT MULTIPLE SERVICE PROVIDERS ON 3-YEAR CONTRACTS TO ASSIST THE DFFE WITH THE IMPLEMENTATION OF ALIEN PLANT-CLEARING PROJECTS IN THE EASTERN CAPE PROVINCE FOR A PERIOD OF 3 YEARS						
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)							
Department of Forestry, Fisheries and the Environment							
63 Strand Street							
Cape Town							
8000							
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO				TECHNICAL ENQUIRIES MAY BE DIRECTED TO:			
CONTACT PERSON	Ms. Ncumisa Mabece			CONTACT PERSON	Ms. Ncumisa Mabece		
TELEPHONE NUMBER	021 493 7239			TELEPHONE NUMBER	021 493 7239		
FACSIMILE NUMBER	N/A			FACSIMILE NUMBER	N/A		
E-MAIL ADDRESS	nmabece@dffe.gov.za			E-MAIL ADDRESS	nmabece@dffe.gov.za		
SUPPLIER INFORMATION							
NAME OF BIDDER							
POSTAL ADDRESS							
STREET ADDRESS							
TELEPHONE NUMBER	CODE			NUMBER			
CELLPHONE NUMBER							
FACSIMILE NUMBER	CODE			NUMBER			
E-MAIL ADDRESS							
VAT REGISTRATION NUMBER							
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA		
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]							
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]		
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS							
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				<input type="checkbox"/> YES <input type="checkbox"/> NO			
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO			
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> 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			
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.							

PART B

TERMS AND CONDITIONS FOR BIDDING

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

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

SIGNATURE OF BIDDER:

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

DATE:

NAME OF BIDDER: BID NO: DFFE-B002 (25/26)
CLOSING TIME: 11:00 CLOSING DATE: 16 MAY 2025

DESCRIPTION: TO APPOINT MULTIPLE SERVICE PROVIDERS ON 3-YEAR CONTRACTS TO ASSIST THE DFFE WITH THE IMPLEMENTATION OF ALIEN PLANT-CLEARING PROJECTS IN THE EASTERN CAPE PROVINCE FOR A PERIOD OF 3 YEARS

1. The accompanying information must be used for the formulation of proposals.
2. Bidders are required to indicate a ceiling price based on the total estimated time for completion of all phases including all expenses inclusive of all applicable taxes for the project.

_____ R_____ days

_____ R_____ days

_____ R_____ days

_____ R_____ days

** "all applicable taxes" includes value-added tax, pay-as-you-earn, income tax, unemployment insurance fund contributions, and 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 the 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 the project after acceptance of bid
7. Estimated man-days for completion of project
8. Are the rates quoted firm for the full period of the 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: Ms. Ncumisa Mabece

Tel: (021) 493 7239

E-mail: nmabece@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 is 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 interest¹ 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 the table below.

Full Name	Identity Number	Name of State institution

¹ 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 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? **YES/NO**

2.2.1 If so, furnish particulars:

.....

2.3 Does the bidder or any of its directors/trustees/shareholders/members/partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract?
YES/NO

2.3.1 If so, furnish particulars:

.....

3 DECLARATION

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

- 3.1 I have read and 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 consortium² 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, or 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.

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

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

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

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

.....
Signature	Date
.....
Position	Name of bidder

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

This preference form must form part of all tenders invited. It contains general information and serves as a claim form for preference points for specific goals.

NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to invitations to tender:

- 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 To be completed by the organ of state

- a) The applicable preference point system for this tender is the 90/10 preference point system.
- b) The applicable preference point system for this tender is the 80/20 preference point system.
- c) Either the 90/10 or 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

- (a) Price; and
- (b) Specific Goals.

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80/90
SPECIFIC GOALS	20/10
Total points for Price and SPECIFIC GOALS	100

- 1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

$$\begin{array}{ccc}
 \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\
 \\
 \mathbf{Ps = 80 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)} & \mathbf{or} & \mathbf{Ps = 90 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)}
 \end{array}$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

3.2.1. POINTS AWARDED FOR PRICE

$$P_S = 80 \left(1 + \frac{Pt - P_{max}}{P_{max}}\right) \quad \text{or} \quad P_S = 90 \left(1 + \frac{Pt - P_{max}}{P_{max}}\right)$$

Ps = Points scored for price of tender under consideration
Pt = Price of tender under consideration
Pmax = Price of highest acceptable tender

4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
- (b) any other invitation for tender, 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,

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

Table 1: Specific goals for the tender and points claimed are indicated per the table below.

(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.

Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
more than 50% (fifty percent) ownership by Black people	10	20		
more than 50% (fifty percent) ownership by Women	10	20		
more than 50% (fifty percent) ownership by people with disabilities	10	20		

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm.....

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
 - ☐ One-person business/sole propriety
 - ☐ Close corporation
 - ☐ Public Company
 - ☐ Personal Liability Company
 - ☐ (Pty) Limited
 - ☐ Non-Profit Company
 - ☐ State Owned Company
- [TICK APPLICABLE BOX]

- 4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I 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 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
 - iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering 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 tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted 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, if deemed necessary.

<p>.....</p> <p>SIGNATURE(S) OF TENDERER(S)</p>	
SURNAME AND NAME:
DATE:
ADDRESS:



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
THE STATE SUBSCRIBES TO AND PROPAGATES THE PREFERENTIAL PROCUREMENT POLICY
FRAMEWORK ACT, 2000 (ACT NO. 5 OF 2000) AND THE PREFERENTIAL PROCUREMENT
REGULATIONS, 2022**

TERMS OF REFERENCE

**TO APPOINT MULTIPLE SERVICE PROVIDERS ON 3-YEAR CONTRACTS TO ASSIST THE DFFE WITH
THE IMPLEMENTATION OF ALIEN PLANT-CLEARING PROJECTS IN THE EASTERN CAPE PROVINCE
FOR A PERIOD OF 3 YEARS**

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1 PURPOSE

- 1.1. To appoint multiple service provider(s) to assist the DFFE with the implementation of alien plant clearing in the Eastern Cape province for a period of three (3) 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 the EP branch are funded under the auspices of the EPWP, to pursue the EPWP objectives of poverty alleviation through employing the unemployed, building the skills base for the unskilled, supporting and developing 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. Mapping of IAP's in the country has been done by the department, updated timeously to keep up with the spread of the invasion across different landscapes including Strategic Water Source Areas (SWSA)
- 2.6. Maps were developed by the DFFE in preparation for this bid, to indicate the national priorities and interventions required with regards to invasive alien plant priorities respectively. These maps may be accessed via this link: https://environmentza-my.sharepoint.com/:f:/g/personal/awannenburgh_environment_gov_za/EkMhvfsPh4NlrW41oO83NqlBRiXtpWB25H0SusfpeqnJ3w?e=UoT6ig

- 2.7. The maps (see the links in 2.6 and 4.2.1) are prepared for bidders to choose the areas that they are bidding for. A guide for bidders on how to open the maps has been developed (see Annexure 1). The guide will assist bidders step-by-step in:
- i) downloading Google Earth Versions onto their computers and
 - ii) opening the maps in the specific project area/s they wish to bid for.
- 2.8. As indicated in Annexure 1 (Bidders Guide to Maps), bidders can click to open the following files.
- EC_Follow_up.shp.kml
- 2.8.1 The shape file that will display a [blue](#) colour, representing all **Follow-up** work, will be used by bidders to select work to include in quantification and costing of work bidding for per year: EC_Follow_up.shp.kml.
- 2.8.2 The shape file that will display a [red](#) colour, representing all **Initial work**, will be used by bidders to select work to include in quantification and costing of work bidding for per year. EC_Initial.shp.kml.
- 2.8.3 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 related to the province via this link: https://environmentzamy.sharepoint.com/:f/g/personal/awannenburgh_environment_gov_za/EkMhvfsPh4NlrW41oO83NqlBRiXtpWB25H0SusfpegnJ3w?e=UoT6iq
- 2.9. The mandate of the EP Branch is primarily implementing the EPWP projects with specific linkages to the following (not limited to) legislation, that successful bidders will have to adhere to and factor into their tender submissions:
- 2.9.1 The Constitution of South Africa, 1996.
 - 2.9.2 The National Environmental Management Act, 1998 (Act 107 of 1998).
 - 2.9.3 The National Environmental Management: Biodiversity Act, 2004 (Act 10 of 2004) and applicable regulations.
 - 2.9.4 National Veld and Forest Fire Act, 1998 (Act 101 of 1998).
 - 2.9.5 Disaster Management Act, 2002 (57 of 2002).
 - 2.9.6 National Water Act, 1998 (Act 36 of 1998).
 - 2.9.7 National Forests Act, 1998 (Act 84 of 1998).
 - 2.9.8 Conservation of Agricultural Resources Act, 1983 (Act 43 of 1983).
 - 2.9.9 Mountain Catchment Areas Act, 1981 (Act 76 of 1981).
 - 2.9.10 The Public Finance Management Act, 1999 (Act No 1 of 1999) and the Treasury Regulations issued in terms thereof.

- 2.9.11 Basic Conditions of Employment Act, 1997 (Act No 75 of 1997) (Ministerial Determination 4: Expanded Public Works Programme).
- 2.9.12 Basic Conditions of Employment Act, 1997 (Act No75 of 1997): Code of Good Practice and conditions of work for Expanded Public Works Programme.
- 2.9.13 The Broad-Based Black Economic Empowerment Act, 2003 (Act No 53 of 2003).
- 2.9.14 Preferential Procurement Policy Framework Act, 2000 (Act No 5 of 2000).
- 2.9.15 The Prevention and Combating of Corrupt Activities Act, 2004 (Act No 12 of 2004).
- 2.9.16 Fertilisers, Farm Feeds, Agricultural Remedies and Stock Remedies Act, 1947 (Act No 36 of 1947).
- 2.9.17 Hazardous Substances Control Act, 1973 (Act No15 of 1973).
- 2.9.18 National Treasury Regulation 16A6.3, issued in terms of the Public Finance Management Act.
- 2.9.19 The Skills Development Act,1998 (Act No. 97 of 1998) and the Skills Development Amendment Act, 2011 (Act No. 26 of 2011).
- 2.9.20 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).
- 2.9.21 Construction Industry Development Board Act, 2000 (Act No. 38 of 2000).
- 2.9.22 Engineering Profession Act, 2000 (Act No.46 of 2000).
- 2.9.23 Occupational Health and Safety Act, 1993 (Act No. 85 of 1993).
- 2.9.24 Quantity Surveying Profession Act, 2000 (Act No. 49 of 2000).
- 2.9.25 The Architectural Profession Act, 2000 (Act No. 44 of 2000).
- 2.9.26 Landscape Architectural Professions Act, 2000 (Act No. 45 of 2000).
- 2.9.27 The National Small Enterprise Act No, 1996 (Act No. 102 of 1996).
- 2.9.28 The National Qualifications Framework Act, 2008 (Act No 67 of 2008 and the NQF Amendment Act,2019 (Act No.12 of 2019).
- 2.9.29 Employment Equity Act, 1998 (Act No. 55 of 1998).
- 2.9.30 Protection of Personal Information Act, 2013 (Act No 4 of 2013).
- 2.9.31 Intellectual Property Rights from Publicly Financed Research and Development Act, 2008 (Act No. 51 of 2008).

- 2.10. The DFFE intends to appoint one (1) successful bidder per project as per the Project List provided and as per the link on **point 4.2.1 below**.
- 2.11. 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 projects are to prevent, contain, and reduce the density and distribution of established, invasive alien species, 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 appoint multiple service providers (one Service Provider per project) according to each of the project areas indicated in **Table 1** below, which indicates the name, number, location, and the minimum indicative number of participants per project.
- 4.2. Bidders are free to bid for any Project Area where they have the capacity and capability to deliver by indicating **Yes or No** on the below table; bidders must note that projects awarded will be running concurrently.

4.2.1 The detailed specifications and map of each project area can be accessed through the following link:

https://environmentza-my.sharepoint.com/:f/g/personal/awannenburgh_environment_gov_za/EkMhvfPh4NlrW41oO83NgIBRiXtpWB25H0SusfpeqnJ3w?e=UoT6iq

TABLE 1: LIST OF PROJECTS AND AREAS

Nr	Project Name / Project Area	Project Number	Project location	Indicative No. of minimum Participants	Participate Yes / No
1	EC_Alfred Nzo _1	<u>EC 1</u>	Alfred Nzo DM	180	
2	EC_Alfred Nzo _2	<u>EC 2</u>	Alfred Nzo DM	132	
3	EC_OR Tambo _1	<u>EC 3</u>	OR Tambo DM	180	
4	EC_OR Tambo _2	<u>EC 4</u>	OR Tambo DM	132	
5	EC_OR Tambo _3	<u>EC 5</u>	OR Tambo DM	180	
6	EC_Joe Gqabi	<u>EC 6</u>	Joe Gqabi DM	130	
7	EC_Chris Hani	<u>EC 7</u>	Chris Hani	130	
8	EC_Amathole _1	<u>EC 8</u>	Amathole DM	132	
9	EC_Amathole _2	<u>EC 9</u>	Amathole DM	180	

Nr	Project Name / Project Area	Project Number	Project location	Indicative No. of minimum Participants	Participate Yes / No
10	EC_Nelson Mandela	<u>EC 10</u>	Nelson Mandela Metropolitan	122	
11	EC_Sarah Bartman_1	<u>EC 11</u>	Sarah Baartman DM	130	
12	EC_Sarah Bartman_2	<u>EC 12</u>	Sarah Baartman DM	180	

- 4.2.1 The appointed service provider/s will be expected to do the following:
- 4.2.2 In consultation with Environmental Programmes (EP) Project Manager in the specific project areas, 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.
- 4.2.3 The recruitment and contracting of all EPWP participants relating to the project/s.
- 4.2.4 The recruitment and employment of EPWP project participants must be according to the approved DFFE and EPWP recruitment strategy.
- 4.2.5 The employment of unskilled participants/ general workers trains them in both functional training and developmental skills.
- 4.2.6 Employment contracts will be between the appointed service provider/s and the employed project EPWP participants.
- 4.2.7 Responsible for the procurement of Personal Protective Clothing (PPC)/Personal Protective Equipment (PPE), necessary tools of trade, and equipment.
- 4.2.8 To comply with PPE branding according to the EP Branding Manual including **Annexure 3a & Annexure 3b**.
- 4.2.9 Procure the services to perform the pre-, interim, and exit medical surveillance on all project-employed EPWP participants, based on the Occupational Risk Exposure Profile (OREP).
- 4.2.10 Secure the availability of a Licensed Pest Control Operator (PCO) to always oversee pesticide handling and application during the implementation stage of the project.
- 4.2.11 Provision of safe and suitable transportation for project workers to and from work sites as well as attendance of training sessions. The department will cap the maximum transport rate, basing it on a round trip of 100km in a 4X2 LWB.

- 4.2.12 Perform manual, mechanical, and chemical operations for Initial and follow-up sites of Invasive Alien Plants and as prioritized and agreed to with the department for specific project areas.
- 4.2.13 Manage the signing and record keeping of daily attendance registers.
- 4.2.14 Manage payment of monthly stipend to project participants and issuing of payslips.
- 4.2.15 Develop and submit Occupational Health and Safety (OHS) files per site and ensure compliance with Occupational Health and Safety requirements and generation of necessary monthly and project close-out reports.
- 4.2.16 Ensure the provision of training and skills development interventions in line with an approved training plan and training matrix attached as **Annexure 5**.
- 4.2.17 All logistics associated with training must be costed in the bid and shall be the responsibility of the service provider.
- 4.2.18 EP project activities are to be planned and implemented in priority catchments within each of the project areas.
- 4.2.19 95% of work opportunities must be reserved for local people unless specifically authorized otherwise.
- 4.2.20 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 the link: **(2.6 and 4.2.1)**
- 5.2. The table below outlines the different generic phases of the project, specific deliverables/activities, and estimated delivery timeframes.

TABLE 2: EXPECTED DELIVERABLES

EXPECTED DELIVERABLES	DESCRIPTION	TIME FRAMES
PHASE 1: Detailed Project Plan	Develop a detailed project plan which details the approach to be followed, Project Risk Management Plan, Project Health & Safety Plan, Training Plan, budget, and milestones. Specific quantities of mapped hectares (ha) or sites of initial and follow-up clearing shall be verified once the contract has been awarded. Such verification shall be done in the field and in terms of applicable Working for Water (WfW) norms and	1 month

EXPECTED DELIVERABLES	DESCRIPTION	TIME FRAMES
	<p>standards for clearing invasive alien plants in consultation with and approval of Project Managers.</p> <p>No field operations (clearing work) shall start prior to the verification and approval of specific targets and a detailed Project Plan.</p> <p>Prepare/Capture a detailed project plan, in line with the project charter and supporting documents on the relevant platform as prescribed by the department (Project risk plan, Detailed Project, Plan/Base Plan; and OHS plan). Upon submission of the detailed project plan, which is regarded by the Department as initial deliverable phase, the service provider will be expected to submit an invoice of ten percent (10%) of the annual project budget, linked to an order number issued in accordance with SCM. Such invoice will be paid against the approved project budget as stated in the signed MOA.</p>	
PHASE 2: Stakeholder Consultation	<p>Introduce the project to identified stakeholders (district, local municipalities, traditional authorities, CBOs, NGOs) and establish a project advisory committee where necessary.</p> <p>Where other similar structures exist, get confirmation if the project will be supported by these structures, especially with the identification and selection of project participants.</p>	2 Weeks
PHASE 3: Employment	<p>Recruitment and training 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.</p> <p>Pre-Medical examinations</p>	2 Weeks

EXPECTED DELIVERABLES	DESCRIPTION	TIME FRAMES
	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 Occupational, Injury, and Diseases ACT (COIDA) compliance).	
PHASE 4 Operational Logistics & Training	<p>Project employees must be equipped with the following listed items:</p> <p>Transportation to and from the point of work (site) (where applicable) and for attendance of Training Sessions arranged by the Service Provider following an approval of a training plan by DFFE project manager/s. Bidders are encouraged to recruit participants in walking distance areas to and from work (where possible) to curb transport costs and road safety and fatigue to participants.</p> <p>Always keep First Aid Stock as listed: See attached Annexure 8</p> <p>Personal Protective Clothing: See attached Annexure 3a. PPE must be branded in accordance with the EP Branding Guidelines as per Annexure 3b</p> <p>Tools and equipment: See attached Annexure 7. EPWP Minimum Wage Rates Annexure 4.</p> <p>Attendance of training as per approved training plan.</p>	1 month
PHASE 5 Implementation, monitoring, and reporting of progress on project deliverables	<p>Initial and Follow-up clearing on the approved detailed project plan and treatment area/site.</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 project advisory committee(where applicable) and stakeholders as 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</p>	32 months

EXPECTED DELIVERABLES	DESCRIPTION	TIME FRAMES
	<p>ensure that handling and application of herbicides shall be in accordance with relevant DFFE policy and industry standards.</p> <p>Provide and make available all necessary tools and equipment for the effective and efficient implementation of the project.</p> <p>Daily, weekly, and monthly monitoring and reporting of project progress.</p> <p>Keeping evidence and supporting documentation for areas cleared and employment created.</p>	
<p>PHASE 6:</p> <p>Develop project close-out report</p>	<p>Exit / Post-Medical examination of project employees.</p> <p>Compile and submit a project close-out report detailing achievements, the value of service rendered against milestones, and the cost of the project, including highlights, challenges, and recommendations for the continued protection of EP investment.</p>	<p>1 month</p>

- 5.3 Bidders must note that the document as well as templates mentioned in Table 2, on phases of expected deliveries above (see in 5.2), will only be expected from successful tenderers, they will be duly communicated and shared by the department.

6. PERIOD / DURATION OF PROJECT / ASSIGNMENT

- 6.1. The duration of the project will be a period of (3) years after the signing of the Service Level Agreement by both parties and the issuing of the purchase order by the Department.

7. COSTING / COMPREHENSIVE BUDGET

- 7.1. A comprehensive costing per project must be provided in the prescribed format, **SBD 3.3 and Pricing Breakdown - (Annexure 2A), the Cost Per Person Day per annum for the period of three (3) years.**
Note: Travelling costs and time spent or incurred between home and the office of the Project Manager of the service provider and the DFFE office will not be for the account of DFFE.
- 7.2. **The pricing schedule (Annexure 2A) must be submitted in hard copy as well as on a flash drive with the tender document.** A comprehensive offer must be provided in the same envelope as the

technical proposal inclusive of all disbursement costs, expenses, and VAT (Annexure 2A – Price Schedule /guidance: **Service provider must quote for all activities as included in the Pricing Schedule unless indicated otherwise**).

- 7.3. A comprehensive budget (SBD 3.3. and Annexure 2A – Price Schedule Guidance) must be provided in a separate envelope inclusive of all deliverables cost outlined in table 2, disbursement costs, expenses, and VAT and must be priced in South African Rand (ZAR) inclusive of VAT.
- 7.4. DFFE reserves the right to negotiate price with a recommended bidder (s) identified in the evaluation process without offering the same opportunity to any other bidder (s) who have not been recommended.
- 7.5. The validity period is 120 days from the closing date of the bid. The department reserves the right to extend the validity of the bid, where a written letter will be sent through to every bidder that responded to the bid. In terms of procedural fairness, the bidder will be given an opportunity to respond, in writing, to the terms and conditions of the bid and the bid price. Such acceptance of the terms and conditions of bid and bid price becomes legally binding in the procurement process. Any bidder, that did not respond to the extension of the bid validity period, in writing, **WILL NOT** be considered further for the bid upon expiry of the initial validity period.
- 7.6. **NOTE:** modification (Increase/ Decrease) the given total capped hours on the pricing schedule is strictly prohibited. However, bidders are allowed to be innovative in allocating the hours across the line items or activities with the total capped hours remaining the same as provided by DFFE. Bidders who fail to comply with the requirements will be considered non-responsive and not further evaluated.
- 7.7. 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 6%, However, the annualised CPI, as published by Stats SA will be used to adjust annual costs allowing for actual CPI increases.
- 7.8. Pricing schedule must be calculated using the following cost factors, inclusive of all disbursement costs, such as:
 - i. Wage bill (**refer to Annexure 4**)
 - ii. UIF and COIDA (each @ 2% of the total annual cost price)
 - iii. Training
 - iv. PPC/PPE (**refer to Annexure 3**)
 - v. Tools and Equipment (**refer to Annexure 7**)
 - vi. Transport (**refer to Annexure 9**)
 - vii. Pre and Post medical surveillance
 - viii. Management Fees must be capped at a maximum of 15% of the annual budget.
 - ix. 10% annual planning costs. This will be paid upon submitting a compliant, approved Project Charter (detailed project plan), project risk plan, Occupational Health, and safety plan. This will only apply to successful tenderers upon signing the MOA.

7.9 GUIDE TO FILL IN THE PRICING SCHEDULE TEMPLATE (ANNEXURE 2A)

- 7.9.1 Bidders can and must **Only** edit green-shaded cells of the template (all unshaded cells are protected)
- 7.9.2 Bidders must type the year 1 total budget in **Cell H8** of annexure 2 A **(as per calculations expected in section 7 of the TOR)**.
- 7.9.3 The schedule will automatically calculate the total costs of the project for the entire 3 years.
- 7.9.4 Cost per person day (cell will only calculate once the total person days are added)
- 7.9.5 Add the person days in Column D9 to D13,
- 7.9.6 Calculate cost per person days and capture in cells F9 to F13
- 7.9.7 Bidders will be expected to present a market-related cost per person day with supporting evidence and **narration of the calculation step by step**, in the project proposal document, under a specific topic with a heading: **Person Day Calculations**.
- 7.9.8 The cost per person days must be calculated using a fixed number of **186** working days per year.
- 7.9.9 Bidders who cost project person days less or more than the fixed **186** working days per annum as set by the department in this tender as a benchmark, will be eliminated, as this will be viewed as the minimal understanding of the project brief unless such bidder will submit a written confirmation of co-funding.
- 7.9.10 Co-funding that may result in a bidder calculating a cost per person day using days per annum less than 186, may be funding of wages of participants and transport. A bidder will be expected to submit a written confirmation of, how much will be paid towards these items and which months in each year such funding will be utilised, as well as a signed agreement or duly signed letter on the funding institution/individual letterhead. If there is co-funding, proof must be submitted by the bidder in a signed letter, on the letterhead of the funder stating all necessary and relevant details i.e., the amount and the key deliverables of the co-fund.
- 7.9.11 If there is co-funding, proof must be submitted by the bidder in a signed letter, on the letterhead of the funder, stating all necessary and relevant details i.e., the amount and the key deliverables of the co-fund.
- 7.9.12 **DETAILS OF COSTS REFERRED TO IN 7.8 (i) to (ix) AS EP DELIVERABLES ARE CAPTURED IN THE TABLE BELOW (BUT NOT LIMITED TO)**

TABLE 3: COSTS DETAILS

- | |
|--|
| <ul style="list-style-type: none">▪ EPWP Minimum Wage Rates: See attached (Annexure 4) issued annually by EPWP and shared to all relevant stakeholders by the department. |
|--|

<ul style="list-style-type: none"> ▪ UIF and COIDA (successful tenderer to register participants with Department of Labor for both Unemployment insurance Fund (UIF) and Compensation for Occupational Injuries and Diseases Act (COIDA))
<ul style="list-style-type: none"> ▪ Payment of wages and catering stipend for project participants to attend trainings
<ul style="list-style-type: none"> ▪ Transportation for all project participants and activities(where applicable) (see phase 4 of the project phases)
<ul style="list-style-type: none"> ▪ First Aid Kit: See attached Annexure 8
<ul style="list-style-type: none"> ▪ Personal Protective Clothing: See attached Annexure 3a. ▪ (PPE must be branded according to the EP Branding Guideline as per Annexure 3b)
<ul style="list-style-type: none"> ▪ Tools and equipment: See attached. Annexure 7
<ul style="list-style-type: none"> ▪ Community facilitation and stakeholder engagements
<ul style="list-style-type: none"> ▪ Implementation of chemical and mechanical treatment of specific invasive alien species
<ul style="list-style-type: none"> ▪ Medical testing (Entry and Exit) using registered Occupational Medical Practitioners
<ul style="list-style-type: none"> ▪ Management Fee costed at 15% of the annual project budget
<ul style="list-style-type: none"> ▪ 10% of the annual budget will be planning costs. This will be paid upon submitting compliant, approved Project Charter (detailed project plan), project risk plan, Occupational Health, and safety plan.

7.9.13 THE BELOW ITEMS WILL BE ON ACCOUNT OF THE DEPARTMENT AND SHOULD NOT BE INCLUDED IN THE BID PRICING PROCESS

Pesticides/ Herbicides	On account of the department - Service Provider will collect from the department's stores and ensure safekeeping and handling in line with applicable procedures and guidelines.
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8. INFORMATION SESSION

8.1. Is the briefing session applicable?

YES

8.2. Is it a compulsory briefing session? YES

8.3. The Information Session will be held as follows:

Date: 16 April 2025

Time: 11:00-14:00

Platform/Venue: MS Teams (Link provided on the invitation to bid document)

8.4. Request for clarification of the tender document, questions, or queries, if necessary, must be further submitted to the DFFE representative as listed under technical enquiries at least ten (10) working days before the stipulated closing date and time of the tender in writing. However, DFFE shall not be liable nor assume liability for failure to respond to any questions and/or queries raised by bidders.

8.5. Failure to attend the compulsory briefing session will result in disqualification.

9. EVALUATION CRITERIA

9.1. The evaluation of this bid will be carried out in three (3) phases which are as follows:

- Phase 1: Pre-Compliance
- Phase 2: Functionality Criteria
- Phase 3: Price and Preference Points

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 the Central Supplier Database (CSD) has been submitted with the bid documents at the closing date and time of the bid. Bids that 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

ITEM NO.	ADMINISTRATIVE REQUIREMENTS	CHECK/ COMPLIANCE
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- and Price Breakdown (Annexure 2A) submitted as a digital copy(USB) and hard copy	Completed
6	SCM - SBD 4 – Bidders Disclosure	Completed and signed
7	SCM - SBD 6.1 - Preference Points Claim Form in terms of the Preferential Procurement Regulations 2022	Completed and signed
8	SCM - SBD 6.2 Local Production and Content	Completed and signed
9	In case of bids where Consortia / Joint Ventures, Consortia/ Joint Venture agreement signed by both parties must be submitted with the bid proposal	JV agreement completed and signed
10	Consent and indemnity	Completed and signed

9.3. PHASE 2: FUNCTIONALITY CRITERIA

- 9.3.1 Only bid proposals that meet pre-compliance requirements will be evaluated on functionality criteria.
- 9.3.2 The bidder must score a minimum of **65%**, during this phase 3 (functionality/technical) of the evaluation to qualify for Phase 4 of the evaluation where price and preference points will be considered.
- 9.3.3 The evaluation will be done per project and therefore, bidders must provide the required documents/resources per project they intend to submit the proposal

GUIDELINES FOR CATEGORY CRITERIA	FUNCTIONALITY CRITERIA - PROJECT NUMBERS EC_1, EC_2, EC_3, EC_4, EC_5, EC_6, EC_7, EC_8, EC_9, EC_10, EC_11, EC_12	WEIGHT
Company Experience	<p>Bidder(s) should submit Positive Reference Letters that briefly describe the type of services provided within the Alien Invasive Plants (AIP) control, <u>this excludes grounds maintenance and landscaping services</u>, for their clients.</p> <p>A minimum of 1 letter (from the client/s) must explain the nature of the projects implemented by the bidder for their client/s, the duration of the project implemented (the start and end date), and the deliverables achieved.</p>	
	This sub-criterion covers the experience of the company, track record, and knowledge in the field of Invasive Alien Plant clearing	Indicator
	Evidence of More than 5 years of experience in implementing Invasive Alien Plants (IAP) control	5
	Evidence of More than 4 to 5 years of experience in implementing Invasive Alien Plants (IAP) control	4
	Evidence of More than 3 to 4 years of experience in implementing Invasive Alien Plants (IAP) control	3
	Evidence of More than 2 to 3 years of experience in implementing Invasive Alien Plants (IAP) control	2
	Evidence of 1 to 2 years of experience in implementing Invasive Alien Plants (IAP) control	1
	Evidence of Less than 1 year or no experience	0
Confirmation of Landowner/User Engagement and the Understanding of the project Brief	<p>The bidders must attach Confirmation of Landowner/User Engagements. At least two (2) Letters confirming that the bidder has communicated and solicited approval, acceptance and support of the project from the landowners/ users in each project area the bidders are bidding for. The outline and insight of relevant Alien Invasive Plants control, presented in a project proposal for each project area.</p> <p>Bidders must demonstrate the understanding of the project brief and adequately address the key project activities and deliverables.</p>	

GUIDELINES FOR CATEGORY CRITERIA	FUNCTIONALITY CRITERIA - PROJECT NUMBERS EC_1, EC_2, EC_3, EC_4, EC_5, EC_6, EC_7, EC_8, EC_9, EC_10, EC_11, EC_12	WEIGHT
	<p>Requirements to be met:</p> <ol style="list-style-type: none"> 1. Adequately addresses key project activities from planning to closeout and post clearing care 2. Describes all deliverables in detail and how they will be delivered 3. Adequately addresses all key project reporting milestones, 4. Clearly outlines roles and responsibilities and stakeholder engagements 5. Adequate identify project compliance and control and mitigation measures. 6. A cost per person day clearly calculated and narrated 	
	<p>This sub-criterion covers demonstration of in-depth understanding of the project brief, key project activities and deliverables. The outline and insight are relevant and accurate within Invasive Alien Plants control project implementation</p>	Indicator
	<p>Bidder has submitted at least two (2) letters per project area and an understanding of the project brief and requirements, supported by project methodology that meet all six (6) requirements</p>	5
	<p>Bidder has submitted at least two (2) letters per project area and an understanding of the project brief and requirements, supported by project methodology that meet any of the five (5) requirements</p>	4
	<p>Bidder has submitted at least two (2) letters per project area and an understanding of the project brief and requirements, supported by project methodology that meet any of the four (4) requirements</p>	3
	<p>Bidder has submitted at least two (2) letters per project area and an understanding of the project brief and requirements, supported by project methodology that meet any of the three (3) requirements</p>	2
		40

GUIDELINES FOR CATEGORY CRITERIA	FUNCTIONALITY CRITERIA - PROJECT NUMBERS EC_1, EC_2, EC_3, EC_4, EC_5, EC_6, EC_7, EC_8, EC_9, EC_10, EC_11, EC_12		WEIGHT	
	Bidder has submitted at least two (2) letters per project area and an understanding of the project brief and requirements, supported by project methodology that addresses only two (2) of the requirements	1		
	The bidder has submitted at least two (2) letters per project area and an understanding of the project brief and requirements, supported by project methodology that addresses less than two (2) of the requirements	0		
Experience: Project Manager	Proof of experience in Project Management			
	<p>Bidder(s) are required to demonstrate that they have the necessary resources and technical expertise to undertake and successfully complete the project</p> <p>Bidder(s) should submit curriculum vitae for the Project Manager proposed to be employed on each project area.</p> <p>A detailed CV of the Project Manager with detailed skills, experience and specified activities performed by the manager in the areas of Invasive Alien Plants (AIP) control/management. (<u>This may not include grounds maintenance and landscaping</u>).</p> <p>Curriculum vitae are to include specific details of the project manager, name of the organization, start and end date, outlining duties and responsibilities, and contactable references, (s), in the previous or current work performed.</p>	Indicator	10	
	More than 5 years of experience			5
	4 years and less than 5 years of experience			4
	3 years and less than 4 years of experience			3

GUIDELINES FOR CATEGORY CRITERIA	FUNCTIONALITY CRITERIA - PROJECT NUMBERS EC_1, EC_2, EC_3, EC_4, EC_5, EC_6, EC_7, EC_8, EC_9, EC_10, EC_11, EC_12	WEIGHT
	2 years and less than 3 years of experience	2
	1 year and less than 2 years of experience	1
	Less than 1-year experience or no experience	0
Qualification and experience in Health and Safety Coordination	<p>Bidder(s) are required to demonstrate that they have the necessary resources and technical expertise to undertake and successfully complete the project.</p> <p>Bidder(s) should submit curriculum vitae for the personnel proposed to be employed on each project area.</p> <p>Bidder must attach copies of qualification and/or certificates of the personnel in Health and Safety as well as proof of experience in Health and Safety Management. Curriculum vitae are to include specific details of the personnel, name of the organization, start and end date, outlining duties and responsibilities, and contactable references, (s), in the previous or current work performed.</p>	
	Project team member with qualification in Health and Safety Management.	Indicator
	National Diploma in Safety Management (NDSMN) with 2 to 3 or more years of experience	5
	SHERQ Certificate / SAMTRAC with 3 to 4 or more years of experience	4
	Basic Health & Safety Level II with 3 to 5 or more years of experience	3
	Basic Health & Safety Level I, with 5 or more years of experience	2
	Health & Safety Awareness Training or proof of training with 5 years or more years of experience	1
	No Qualification/s No Experience	0
	Proof of experience pesticides/herbicide Applicator	

GUIDELINES FOR CATEGORY CRITERIA	FUNCTIONALITY CRITERIA - PROJECT NUMBERS EC_1, EC_2, EC_3, EC_4, EC_5, EC_6, EC_7, EC_8, EC_9, EC_10, EC_11, EC_12		WEIGHT
Qualification and Experience: Herbicide Application	<p>Bidder(s) are required to demonstrate that they have the necessary resources and technical expertise to undertake and successfully complete the project.</p> <p>Bidder must attach copies of Herbicide Application Certificate / PCO (pest control operators in weed Control) DALRRD (Act 36 of 1947). Licence or proof (a written confirmation from the office of registrar/ proof of completion of the training) of application for the renewal of the certificate or licence and proof of experience pesticides/herbicide applicator.</p> <p>Bidder(s) should submit curriculum vitae for the personnel proposed to be employed on each project area.</p> <p>Curriculum vitae are to include specific details of the personnel, name of the organization, start and end date, outlining duties and responsibilities, and contactable references, (s) and experience in pesticides/herbicide Application</p>	Indicator	10
	A valid Certificate in Herbicide application/PCO and 5 or more years of experience	5	
	A valid Certificate in Herbicide application/PCO and 4 years or less than 5 years of experience	4	
	A valid Certificate in Herbicide application/PCO and 3 years or less than 4 years of experience	3	
	A valid Certificate in Herbicide application /PCO and 2 years or less than 3 years of experience	2	
	A valid Certificate in Herbicide application /PCO and 1 year or less than 2 years of experience	1	

GUIDELINES FOR CATEGORY CRITERIA	FUNCTIONALITY CRITERIA - PROJECT NUMBERS EC_1, EC_2, EC_3, EC_4, EC_5, EC_6, EC_7, EC_8, EC_9, EC_10, EC_11, EC_12	WEIGHT
	A valid Certificate in Herbicide application/ PCO and Less than 1-year experience or no experience	0
TOTAL POINTS ON FUNCTIONALITY		100

9.4 PHASE 3: PRICE AND PREFERENCE POINTS (BELOW 50 MILLION)

9.4.1 The preference point system applicable for this bid is 80/20

9.4.2 The following preference point system will be followed to advance the categories of persons:

a. For contracts with a Rand value up to R50 000 000, a maximum of 20 points may be allocated for specific goals as contemplated above, provided that the lowest acceptable tender scores 80 points for price.

i. The applicable formula to be used is $Ps=80[1-(Pt-Pmin)/Pmin]$.

Ps = Points scored for the price of the tender under consideration.

Pt = Price of tender under consideration; and

Pmin = Price of the lowest applicable tender.

ii. total of 20 points may be awarded to a tenderer as follows:

20 points: if the Bidder has more than 50% (fifty percent) by Black people, Women, or people with disabilities

0 Points: for 50% and below ownership by stipulated categories of persons

9.4.3 The bid will be awarded to a bidder with the highest points on price and Preference Points on condition that they have met all phases of the evaluation criteria and complied with the tender requirements set out in the tender document. However, a contract may be awarded to a tenderer that did not score the highest points by section 2(1) of the PPPFA.

9.4.4 A maximum of 20 Points will be allocated for either of the specific goals.

SPECIFIC GOALS	80/20
>50% ownership by Black people, Or	20
>50% ownership by Women, Or	20
>50% ownership by people with Disability	20

9.4.5 For service providers to claim preference points the following must be adhered to:

- a) Submit a complete and signed SBD 6.1,
- b) Submit a valid B-BBEE Status Level Verification Certificate issued by SANAS, or Accredited Verification Agency, or B-BBEE Certificate issued by CIPC, or a Sworn Affidavit commissioned by the Commissioner of Oaths together with their bids.
- c) Submit CSD Registration Report or MAAA number.

NB: Failure on the part of a tenderer to submit proof or documentation stated above in terms of this tender to claim preference points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

OR

PRICE AND PREFERENCE POINTS (ABOVE 50 MILLION)

9.4.6 The preference point system applicable for this bid is 90/10.

9.4.7 The following preference point system will be followed to advance the categories of persons:

- b. For contracts with a Rand value above R50 000 000, a maximum of 10 points may be allocated for specific goals as contemplated above, provided that the lowest acceptable tender scores 90 points for price.

- iii. The applicable formula to be used is $Ps=80[1-(Pt-Pmin)/Pmin]$. Provided:

Ps = Points scored for the price of the tender under consideration.

Pt = Price of tender under consideration; and

Pmin = Price of the lowest applicable tender.

- iv. total of 10 points may be awarded to a tenderer as follows:

- 21 points: if the Bidder has more than 50% (fifty percent) by Black people, Women, or people with disabilities

- 1 Points: for 50% and below ownership by stipulated categories of persons

9.4.8 The bid will be awarded to a bidder with the highest points on price and Preference Points on condition that they have met all phases of the evaluation criteria and complied with the tender requirements set out in the tender document. However, a contract may be awarded to a tenderer that did not score the highest points by section 2(1) of the PPPFA.

9.4.9 A maximum of 10 Points will be allocated for either of the specific goals.

SPECIFIC GOALS	90/10
>50% ownership by Black people, Or	10
>50% ownership by Women, Or	10
>50% ownership by people with Disability	10

9.4.10 For service providers to claim preference points the following must be adhered to:

- d) Submit a complete and signed SBD 6.1,
- e) Submit a valid B-BBEE Status Level Verification Certificate issued by SANAS, or Accredited Verification Agency, or B-BBEE Certificate issued by CIPC, or a Sworn Affidavit commissioned by the Commissioner of Oaths together with their bids.
- c) Submit CSD Registration Report or MAAA number

NB: Failure on the part of a tenderer to submit proof or documentation stated above in terms of this tender to claim preference points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed

10 BID SUBMISSION REQUIREMENTS

10.1 The following should be included in the bid proposal:

- 10.1.1 Bidders must ensure that they specify the Project Number and Project Name for each bid submitted (refer to Table 1).
- 10.1.2 Each Project bid for shall have a project proposal, project manager, health and safety manager, and herbicide applicator/ PCO, its landowner consultation letters, only letters of reference will be submitted once per bidder as they represent the experience of the bidder and will not be linked to an individual project bid for (as stated in functionality criteria one (1)).
- 10.1.3 Bidders must include a summary of a project organogram in their proposal for each project area bidding for.
- 10.1.4 Bidders are allowed to bid for multiple projects, but each project shall have its own separate SBD 3.3 and Pricing Breakdown/Pricing Schedule Annexure 2A, its human resource full capacity to implement the project.
- 10.1.5 Bidders should ensure that the following submission requirements will be needed for evaluation:
- 10.1.6 The bidder must draft a table of contents that will indicate where each document is placed in the proposal document.
- 10.1.7 The master original document shall consist of a project proposal and must indicate the prices on SBD 3.3 - Pricing Schedule/Price Breakdown in the prescribed format **Annexure 2A** per project.
- 10.1.8 The information in the CV of the proposed Project Manager/s and project members/ employees should include relevant experience in the chosen area of expertise.
- 10.1.9 Project reference letter(s) specifying the role played by the bidder in the implemented projects or assignments, and the duration of the project (start and end date).

- 10.1.10 A detailed Project Plan with a clear indication of who will be responsible for the management of the assignment as well as its execution. The allocation of team members on the assignments should be based on the experience in delivering the scope of work as listed.
- 10.1.11 Standard bidding documents (SBD1, SBD3.3, SBD4, SBD6.1, SBD6.2, and with relevant Annexures)
- 10.1.12 Copy of Central Supplier Database (CSD) report.
- 10.1.13 A signed letter of commitment by the bidder giving consent allowing DFFE or a 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 6, which must be supported by a letter of commitment by the bidder giving consent.
- 10.1.14 Consortia / Joint Ventures is requested to submit a consolidated valid B-BBEE Status Level Verification Certificate issued by SANAS, or Accredited Verification Agency together with their bids.

11 LEGISLATIVE FRAMEWORK OF THE BID

11.1 Tax Legislation

- 11.1.1 Bidder must at all-time be compliant when submitting a 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 R50 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.
- 11.1.5 Procurement Legislation
- 11.1.6 Bidders must be cognisant of the legislation and/or standards specifically applicable to the services.

- 11.1.7 Bidders are requested to submit a valid B-BBEE Status Level Verification Certificate issued by SANAS Accredited Verification Agency, or B-BBEE Certificate issued by CIPC, or a Sworn Affidavit commissioned by Commissioner of Oaths together with their bids. The sworn affidavit must be signed by the deponent (Bidder), in the presence of a Commissioner of Oaths where the Commissioner of Oaths must affix his/her signature, together with the stamp of the office, and affix a date on which the signature was affixed. Furthermore, the dates of the deponent and the CoO must correspond.
- 11.1.8 If the application is made by a Joint Venture or Partnership, the accreditation credentials in the name of joined entities must be submitted. Members of the joint venture must meet the requirements of the proposal.
- 11.1.9 Privacy and Protection of Personal Information Act 4 of 2013
- 11.1.10 Protecting personal information is important to the Department of Forestry, Fisheries, and the Environment. To do so, DFFE follows general principles by applicable privacy laws and the Protection of Personal Information Act 4 of 2013 (POPIA).
- 11.1.11 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 service providers and third parties.
- 11.1.12 DFFE will process personal information only with the knowledge and authorisation of the bidder/respondent and will treat the 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.
- 11.1.13 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.
- 11.1.14 In responding to this bid, DFFE acknowledges that it will obtain and have access to the 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 evaluation and subsequent award of the tender and by any applicable law.

12 SPECIAL CONDITIONS OF THE CONTRACT

- 12.1 On appointment, specific performance targets shall be set, scheduled, and agreed to in performance plans and measures for the delivery of the agreed services will be closely monitored by the Project Manager.

- 12.2 The service provider/s will have weekly progress meetings for the first two months from the start of the project and then submit monthly progress reports to the Project Manager, within the stipulated date after the end of each month and quarter for the duration of the project. Failure to submit the required reports on time will result in penalties.
- 12.3 The Project Manager shall do the ongoing management of the Service Level Agreement.
- 12.4 Appointed service providers may be subjected to security vetting and screening.
- 12.5 The service provider/s must guarantee the presence of the senior personnel (as stated in functionality) in charge of fieldwork throughout the duration of the contract.
- 12.6 Before the appointment of a replacement, the Project Manager must approve such appointment. If the senior must leave the project, a period of at least one (01) month is required, in which the senior must work parallel with the next person (senior consultant with similar expertise and equal years of experience) appointed and able to transfer skills and knowledge
- 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 contradict the conditions in the general conditions of contract the special conditions of contract will prevail
- 12.8 The service provider shall notify the DFFE 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 service provider from any liability or obligation under the contract.
- 12.9 The proposals should be submitted with all required information containing technical information.
- 12.10 DFFE reserves the right to reject proposals that are not submitted in the prescribed format or where information presented is illegible or incomplete and will not be evaluated further
- 12.11 DFFE reserves the right to request such information during the evaluation process of the proposal and the information must be presented within the DFFE stipulated timelines. Failure to do so may lead to disqualification.
- 12.12 A trust, consortium, or joint venture will qualify for Preference Points if their average combined ownership is more than 50% (fifty percent) of ownership on specific goals (e.g., two or more companies claiming preference points, Ownership/ Directorship will be combined and divided by the number of companies to ascertain the preference points),
- 12.13 DFFE reserves the right to request additional information to validate any information submitted by bidders including preference points claimed.
- 12.14 If the DFFE is of the view that a Bidder submitted false information regarding a Specific Goal, the DFFE must inform the Bidder accordingly and allow the Bidder to make representations within 14 (fourteen) days as to why:-
- 12.15 the Tender may not be disqualified, or,

- 12.16 if the Tender has already been awarded to the Bidder, why the contract or order should not be terminated. in whole or in part.
- 12.17 After considering the representations, the DFFE may, if it concludes that the information relating to a Specific Goal is false, disqualify the Bidder or terminate the Contract in whole or in part and if applicable, claim damages from the Bidder.
- 12.18 Poor or non-performance by the bidder will result in the cancellation of contracts/orders.
- 12.19 Please take note that DFFE is not bound to select any of the firms submitting proposals. DFFE reserves the right not to award any of the bids and not to award the contract to the lowest bidding price.
- 12.20 DFFE will not be held responsible for any costs incurred by the service providers in the preparation, presentation, and submission of the proposal.
- 12.21 The Department will consider Company and Individual(s) (Personnel) experience and Qualifications obtained within and outside the Republic of South Africa (RSA). For evaluation purposes, qualifications obtained outside RSA must be accompanied by the SAQA Certificate of Evaluation (SCoE). The SCoE must indicate the recognition decision taken by SAQA concerning the foreign qualification and the comparability of that qualification with a South African qualification registered on the National Qualification Framework (NQF). Foreign qualifications that are not accompanied by the SCoE will not be considered for evaluation in this contract.
- 12.22 The recognition of foreign qualifications is in terms of the South African National Qualifications Framework (NQF) conducted by SAQA. SAQA derives this mandate from the NQF Act, 67 of 2008 (as amended) and performs the function according to the Policy and Criteria for Evaluating Foreign Qualifications within the South African NQF (as amended, 2017). (www.saqa.org.za)”
- 12.23 **Local Production and Content (IF APPLICABLE)**
- 12.23.1 Only locally produced or locally manufactured products, 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 and Industry (the DTI) should there be a need to import such raw material or input.
- 12.23.2 A copy of the exemption letter must be submitted together with the bid document at the closing date and time of the bid.
- 12.23.3 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, Annexure C, D, and E.
- 12.23.4 Bidders are required to complete the table below by indicating yes or no.

REQUIREMENT	LOCAL CONTENT %	COMPLY	
		YES	NO
Textile, Clothing, Leather and Footwear Sector	100%		

- 12.24 The service provider is required to comply with 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).
- 12.25 In preparation for tenders, bidders should consider the relevant resources needed and plan for the reporting requirements on the following aspects.

12.26.1. **EPWP REQUIREMENTS**

- 12.26.1.1. The successful service provider shall, for project reporting purposes, keep accurate financial records and all non-financial project information as required by the Department.
- 12.26.1.2. The successful service provider shall compile and submit a key performance report (electronically) in a format as prescribed by the Department monthly.
- 12.26.1.3. 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.
- 12.26.1.4. All socio-economic and management data must be captured in a prescribed format and platform approved by the DFFE.

12.26.2. **OCCUPATIONAL HEALTH AND SAFETY**

- 12.26.2.1. 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 it accordingly.
- 12.26.2.2. The service provider shall comply with all Occupational Health and Safety (OHS) legislation, including the Department's OHS Specifications.
- 12.26.2.3. The service provider shall ensure the provision to each participant employed and implementation staff with the required PPC and PPE as per the Occupational Health and Safety legislation for the type of work needed for Project implementation.

12.26.2.4. The service provider shall be required to submit the following information as evidence to the EP Project Manager in the prescribed format.

- i. The annual OHS Plan must be submitted by the Service Provider to the EP Project Manager for approval before 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.

12.26.2.5. The service provider will be required to sign OHS Specifications as part of the Contract.

12.26.2.6. The PPE requirements are attached as Annexure 3a (PPE must be branded according to the EP Branding Guideline as per Annexure 3b).

12.26.3. **RISK MANAGEMENT**

12.26.3.1. 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.

12.26.3.2. 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.

12.26.4. **TRAINING**

12.26.4.1. 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.

12.26.4.2. The service provider shall ensure that the Project participants receive accredited and/or non-accredited training during the period of employment.

12.26.4.3. 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.

12.26.4.4. 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.

12.26.4.5. 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 PAYMENT TERMS

13.1 The Service Provider shall provide the Department with a detailed tax invoice with supporting evidence and/or report for deliverables completed. The Department will have 30 (thirty) calendar days after receipt of the tax invoice and supporting evidence to make payment to the Service Provider. Upon receipt of the invoice, the Department will have 7 (seven) calendar days to approve such invoice and relevant evidence and/or report submitted. If the invoice together with the supporting evidence and/or report is approved, the Department shall make a direct payment to the Service Provider within the remaining 25(twenty-five) calendar days of approval of such invoice and/or report, thus ensuring that payment of invoice is made within the 30 (thirty) calendar days timeframe

14 TECHNICAL ENQUIRIES

14.1 Should you require any further information in this regard, please do not hesitate to send written enquiries to: nmabece@dffe.gov.za

15 CV TEMPLATE TO BE COMPLETED BY THE PROJECT MANAGER/HEALTH AND SAFETY OFFICER/HERBICIDE PERSONNEL

1. Surname	
2. Name	
3. National ID / Passport Number	
4. Contact Number	
5. Email Address	
6. Proposed role on the project	

7. Education:

Year Completed	Institution	Degree / Diploma obtained	NQF Level

8. Language skills: Indicate competence on a scale from 1 (basic) to 5 (excellent)

Language	Reading	Speaking	Writing

9. Membership of professional bodies:

Name of professional body	Year joined	Membership Number

10. Other skills: (e.g. Computer literacy, etc.)

11. Present position:

Name of Employer	
Position	
Date from - Date to	

12. Years within the institution:

13. Key experience relevant to the terms of reference: (List specific assignments relevant to the terms of reference)

Name of Employer	Name of Client	Role on Assignment	Client Reference (Provide contact person and contact details)	Date from - Date to	Description of key experience as per the requirements of Terms of Reference

14. Professional experience:

Name of Employer	Date from - Date to	Reference (Provide contact person and contact details)	Position	Description of duties

15. Other relevant information (e.g. Publications)

16. LIST OF ANNEXURES

#	ANNEXURE DESCRIPTION	ANNEXURE NUMBER
1	Bidder Guide to the Maps	Annexure 1
2	Price Breakdown EC	Annexure 2a
3	Minimum PPE Requirements Branding Guide	Annexure 3b
4	EPWP Circular 1 2022_Wage Rates	Annexure 4
5	NRM Training Matrix	Annexure 5
6	Consent and Indemnity Form	Annexure 6
7	Minimum Tools and Equipment	Annexure 7
8	First Aid Stock List	Annexure 8
9	Transport	Annexure 9

THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

July 2010

GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

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

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

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

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
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental services
14. Spare parts
15. Warranty
16. Payment
17. Prices
18. Contract amendments
19. Assignment
20. Subcontracts
21. Delays in the supplier's performance
22. Penalties
23. Termination for default
24. Dumping and countervailing duties
25. Force Majeure
26. Termination for insolvency
27. Settlement of disputes
28. Limitation of liability
29. Governing language
30. Applicable law
31. Notices
32. Taxes and duties
33. National Industrial Participation Programme (NIPP)
34. Prohibition of restrictive practices

General Conditions of Contract

1. Definitions

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

RSA.

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

obligations of the supplier covered under the contract.

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

2. Application

- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

4. Standards

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

5. Use of contract documents and information; inspection.

- 5.1 The supplier shall not, without the purchaser’s prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser’s prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier’s performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier’s records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

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

7. Performance security

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

8. Inspections, tests and analyses

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

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

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

9. Packing

- 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental services

- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

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

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

14. Spare parts

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

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

15. Warranty

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

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

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

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

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

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

16. Payment

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

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

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

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

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

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

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

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

may be due to him

25. Force Majeure

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

28. Limitation of liability

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

	(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
29. Governing language	29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
30. Applicable law	30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
31. Notices	<p>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</p> <p>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.</p>
32. Taxes and duties	<p>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.</p> <p>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.</p> <p>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.</p>
33. National Industrial Participation Programme (NIP)	33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
34 Prohibition of Restrictive practices	<p>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).</p> <p>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.</p>

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



DEPARTMENT OF ENVIRONMENTAL AFFAIRS

BAS ENTITY MAINTENANCE FORM

Head Office Only

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

The Director General

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

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

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

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

Please ensure information is validate as per required bank screens .

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

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

Company / Personal Details

Registered Name

Trading Name

Tax Number

VAT Number

Title:

Initials:

Full Names

Surname

Persal Number

Address Detail

Address

(Compulsory if Supplier)

Physical

Postal

Postal Code

New Detail

☐ New Supplier information ☐ Update Supplier information

Supplier Type:

☐ Individual
☐ Company
☐ CC

☐ Department
☐ Trust
☐ Other (Specify)

☐ Partnership

☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐

Department Number

☐ ☐

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

Account Type

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

Bank Stamp

	Area Code	Telephone Number	Extension
Business	<input type="text"/>	<input type="text"/>	<input type="text"/>
Home	<input type="text"/>	<input type="text"/>	<input type="text"/>
Fax	<input type="text"/>	<input type="text"/>	<input type="text"/>
Cell	<input type="text"/>	<input type="text"/>	

Supplier Signature

Print Name _____

		/			/				
--	--	---	--	--	---	--	--	--	--

Date (dd/mm/yyyy)

NB: All relevant fields must be completed