



forestry, fisheries & the environment

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

INVITATION TO BID

BID NUMBER: DFFE-T001 (22/23)

APPOINTMENT OF SERVICE PROVIDER(S) TO RENDER PROJECT MANAGEMENT SERVICES FOR THE NATIONAL ENVIRONMENTAL MONITORS PROGRAMME FOR INLAND CLUSTER (FREE STATE, GAUTENG, LIMPOPO, MPUMALANGA, AND NORTHWEST PROVINCES) AND COASTAL CLUSTER (EASTERN CAPE, KWAZULU NATAL, NORTHERN CAPE AND WESTERN CAPE PROVINCES) WITHIN THE BIODIVERSITY ECONOMY FOCUS AREA OF ENVIRONMENTAL PROGRAMMES FOR A PERIOD OF THIRTY-SIX (36) MONTHS.

Contact persons:

Name : Mr Tambudzani Mulaudzi

Office Telephone No. : 012 399-9886

E-Mail : tambum@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: 13 JUNE 2022 AT 11H00

PART A INVITATION TO BID

| | | | | | |
|--|---|---------------|--|--|-------|
| YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY) | | | | | |
| BID NUMBER: | DFEE-T001(22/23) | CLOSING DATE: | 13 JUNE 2022 | CLOSING TIME: | 11:00 |
| DESCRIPTION | APPOINTMENT OF SERVICE PROVIDER(S) TO RENDER PROJECT MANAGEMENT SERVICES FOR THE NATIONAL ENVIRONMENTAL MONITORS PROGRAMME FOR INLAND CLUSTER (FREE STATE, GAUTENG, LIMPOPO, MPUMALANGA, AND NORTHWEST PROVINCES) AND COASTAL CLUSTER (EASTERN CAPE, KWAZULU NATAL, NORTHERN CAPE AND WESTERN CAPE PROVINCES) WITHIN THE BIODIVERSITY ECONOMY FOCUS AREA OF ENVIRONMENTAL PROGRAMMES FOR A PERIOD OF THIRTY-SIX (36) MONTHS. | | | | |
| BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS) | | | | | |
| Department of Forestry Fisheries and the Environment; The Environment House, 473 Steve Biko Road; Cnr Soutpansberg and Steve Biko Road, Arcadia Pretoria /Tshwane | | | | | |
| BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO | | | TECHNICAL ENQUIRIES MAY BE DIRECTED TO: | | |
| CONTACT PERSON | Ms Vonani Rikhotso , Hector Muthabo and Mpho Lehutso | | CONTACT PERSON | Mr Tambudzani Mulaudzi | |
| TELEPHONE NUMBER | 012 399 9670/9671/9055 | | TELEPHONE NUMBER | (012) 399-9886 | |
| FACSIMILE NUMBER | N/A | | FACSIMILE NUMBER | N/A | |
| E-MAIL ADDRESS | vrikhotso@dfre.gov.za hmuthabo@dfre.gov.za mlehutso@dfre.gov.za | | E-MAIL ADDRESS | tambum@dfre.gov.za | |
| SUPPLIER INFORMATION | | | | | |
| NAME OF BIDDER | | | | | |
| POSTAL ADDRESS | | | | | |
| STREET ADDRESS | | | | | |
| TELEPHONE NUMBER | CODE | | NUMBER | | |
| CELLPHONE NUMBER | | | | | |
| FACSIMILE NUMBER | CODE | | NUMBER | | |
| E-MAIL ADDRESS | | | | | |
| VAT REGISTRATION NUMBER | | | | | |
| SUPPLIER COMPLIANCE STATUS | TAX COMPLIANCE SYSTEM PIN: | | OR | CENTRAL SUPPLIER DATABASE No: | MAAA |
| B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE | TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No | | B-BBEE STATUS LEVEL SWORN AFFIDAVIT | [TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No | |
| [A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE] | | | | | |
| ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED? | <input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF] | | ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED? | <input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3] | |
| QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS | | | | | |
| IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? | | | | <input type="checkbox"/> YES <input type="checkbox"/> NO | |
| DOES THE ENTITY HAVE A BRANCH IN THE RSA? | | | | <input type="checkbox"/> YES <input type="checkbox"/> NO | |
| DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? | | | | <input type="checkbox"/> YES <input type="checkbox"/> 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 IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED. |
| 2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE." |

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

SIGNATURE OF BIDDER:

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

DATE:

PRICING SCHEDULE
(Professional Services)

NAME OF BIDDER:
CLOSING TIME 11h00

BID NO: DFEE-T001 (22/23)
CLOSING DATE: 13 JUNE 2022

OFFER TO BE VALID FOR120.....DAYS FROM THE CLOSING DATE OF BID.

DESCRIPTION: APPOINTMENT OF SERVICE PROVIDER(S) TO RENDER PROJECT MANAGEMENT SERVICES FOR THE NATIONAL ENVIRONMENTAL MONITORS PROGRAMME FOR INLAND CLUSTER (FREE STATE, GAUTENG, LIMPOPO, MPUMALANGA, AND NORTHWEST PROVINCES) AND COASTAL CLUSTER (EASTERN CAPE, KWAZULU NATAL, NORTHERN CAPE AND WESTERN CAPE PROVINCES) WITHIN THE BIODIVERSITY ECONOMY FOCUS AREA OF ENVIRONMENTAL PROGRAMMES FOR A PERIOD OF THIRTY-SIX (36) MONTHS.

**(ALL APPLICABLE TAXES INCLUDED)

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

R.....

4. PERSON AND POSITION

HOURLY RATE

DAILY RATE

R-----
R-----
R-----
R-----
R-----

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

R----- days
R----- days
R----- days
R----- days

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

DESCRIPTION OF EXPENSE TO BE INCURRED

RATE

QUANTITY

AMOUNT

----- R-----
----- R-----
----- R-----
----- R-----

TOTAL: R.....

Name of Bidder:

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

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

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

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

*[DELETE IF NOT APPLICABLE]

Any enquiries regarding bidding procedures may be directed to the –

Department of Forestry Fisheries and the Environment

Contact Person: Ms Vonani Rikhotso , Hector Muthabo and Mpho Lehutso

Tel: (012) 399 9670/9671/9055

E-mail: vrkhotso@dfre.gov.za or hmuthabo@dfre.gov.za or mlehutso@dfre.gov.za

Or for technical information –

Name : Mr Tambudzani Mulaudzi

Office Telephone No. : 012 399-9886

E-Mail : tambum@dfre.gov.za

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

- 2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling 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 table below.

| Full Name | Identity Number | Name of State institution |
|-----------|-----------------|---------------------------|
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

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

- 2.2.1 If so, furnish particulars:

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.

-

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

YES/NO

- 2.3.1 If so, furnish particulars:

.....

3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or 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, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted 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

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.

SBD4

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



**forestry, fisheries
& the environment**

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

NOTE:

PLEASE BE INFORMED THAT THE MINISTER OF FINANCE HAS, IN TERMS OF SECTION 3 (C) OF THE PPPFA GRANTED DEPARTMENT OF FORESTRY, FISHERIES AND THE ENVIRONMENT (DFFE), ITS REQUEST FOR AN EXEMPTION FROM THE PROVISIONS OF THE PPPFA AND REGULATIONS MADE THEREUNDER.

WHILST THE EXEMPTION IS IN EFFECT, THE DEPARTMENT AIMS TO COMPLY ITS' PROCESSES AND PROCEDURES WITH SECTION 217 OF THE CONSTITUTION AND OTHER LEGISLATION APPLICABLE.

TERMS OF REFERENCE

APPOINTMENT OF SERVICE PROVIDER(S) TO RENDER PROJECT MANAGEMENT SERVICES FOR THE NATIONAL ENVIRONMENTAL MONITORS PROGRAMME FOR INLAND CLUSTER (FREE STATE, GAUTENG, LIMPOPO, MPUMALANGA, AND NORTHWEST PROVINCES) AND COASTAL CLUSTER (EASTERN CAPE, KWAZULU NATAL, NORTHERN CAPE AND WESTERN CAPE PROVINCES) WITHIN THE BIODIVERSITY ECONOMY FOCUS AREA OF ENVIRONMENTAL PROGRAMMES FOR A PERIOD OF THIRTY-SIX (36) MONTHS.

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1. PURPOSE

- 1.1. The Department intends to invite suitably qualified and experienced bidders or service providers to render project management services for the National Environmental Monitors Programme (NEMP) for inland Cluster and/or Coastal cluster within the Biodiversity Economy focus area of Environmental Programmes for a period of thirty-six (36) months.

2. INTRODUCTION AND BACKGROUND

- 2.1. The DFFE has, for the past decade and to date continues to engage in the implementation of the broader Expanded Public Works Programme (EPWP) as mandated by the National Government through the Environmental Protection and Infrastructure Programmes (EPIP) and the Natural Resource Management (NRM) programmes. The NEMP started with only 30 armed and unarmed Environmental Monitors (Ems) at Sabi Sands Private Nature Reserve in 2012 and has since grown to 2 419 by end of 2018/19 financial year with more requests from the prospective partners coming to the fore.
- 2.2. The programme focuses mainly on area integrity (poaching and specifically Rhino) through regular security/patrols, environmental education of communities adjacent to protected areas as well as biodiversity monitoring within the reserves.
- 2.3. The Programme operates in three-year cycles, thus providing participants enough time to understand the business of biodiversity and conservation and build their personal capacity to grow within the sector. This bid is for an outer year, 2022/25 for the current implementation cycle.
- 2.4. NEMP operates in a Public-Private Partnership model wherein DFFE is solely responsible for payment of wages for participants. The Host Institutions (HI) cover operational costs related to the programme, well-being of the participants, such as accommodation, skills development, training, Personal Protective Equipment (PPE) and transport.
- 2.5. The Department is soliciting combined, fixed-cost responses from qualified project management firms with previous or similar experience in implementing EPWP related projects. The project manager will have accountability for multiple activities listed in **Section 4** below.
- 2.6. The **table 1** below lists the various Host Institutions participating in the NEMP 2022/25 **COASTAL CLUSTER** together with their envisaged allocation

| No | Host Institution (Coastal Cluster) | Armed Ems | Unarmed Ems | Admin Ems | Total /HI |
|----|-------------------------------------|-----------|-------------|-----------|-----------|
| 1 | Eastern Cape Parks and Tourism | 30 | 25 | 0 | 55 |
| 2 | Ezemvelo KZN Wildlife | 8 | 194 | 15 | 217 |
| 3 | Lawrence Anthony Earth Organization | 1 | 14 | 0 | 15 |
| 4 | Manyoni Private Game Reserve | 24 | 23 | 0 | 47 |
| 5 | Nyathi Anti-poaching Unit | 90 | 36 | 0 | 126 |
| 6 | Thanda Private Game reserve | 0 | 7 | 0 | 7 |
| 7 | Wildlands Conservation Trust | 59 | 20 | 0 | 79 |

| | | | | | |
|---|--------------|------------|------------|-----------|------------|
| 8 | Wildlife ACT | 0 | 5 | 0 | 5 |
| | Total | 212 | 324 | 15 | 551 |

2.7. The **table 2** below lists the various Host Institutions participating in the NEMP 20221/252 **INLAND CLUSTER** together with their envisaged allocation

| No | Host Institution (Inland Cluster) | Armed Ems | Unarmed Ems | Admin Ems | Total/ HI |
|----|---------------------------------------|------------|-------------|-----------|------------|
| 1 | MTPA | 5 | 144 | 1 | 150 |
| 2 | LEDET | 10 | 85 | 5 | 100 |
| 3 | NWPB | 15 | 31 | 1 | 47 |
| 4 | DESTEA | 14 | 35 | 1 | 50 |
| 5 | DENC | 0 | 55 | 1 | 56 |
| 6 | Balepye/Ndzelama | 0 | 25 | 1 | 26 |
| 7 | Leshiba Game Farm | 0 | 9 | 1 | 10 |
| 8 | Welgevonden Private Reserve | 20 | 0 | 0 | 20 |
| 9 | Seolo Game Farm | 0 | 7 | 1 | 8 |
| 10 | Shambala Private Reserve | 10 | 0 | 0 | 10 |
| 11 | Rooiberg Bewaria | 10 | 0 | 0 | 10 |
| 12 | Kruger To Canyons (K2C) | 15 | 153 | 2 | 170 |
| 14 | Sabi Sand Private Reserve | 25 | 27 | 0 | 52 |
| 15 | Transfrontier Africa – Black Mambas | 36 | 0 | 1 | 37 |
| 18 | Inyanga Trading 272 Pty Ltd/ Mt Sheba | 0 | 5 | 0 | 5 |
| 19 | Thaba Chweu Municipality | 0 | 3 | 0 | 3 |
| 20 | Svedza Investment Solutions | 0 | 5 | 1 | 6 |
| 21 | Baphiring Traditional Authority | 0 | 10 | 1 | 11 |
| 22 | Bakgatla Ba Mocha | 0 | 9 | 0 | 9 |
| 23 | Sepelong Game Farm | 0 | 9 | 1 | 10 |
| 24 | Mashinini Enterprise Trust/Uniondale | 0 | 8 | 0 | 8 |
| 25 | City of Johannesburg | 0 | 20 | 0 | 20 |
| 26 | City of Tshwane | 0 | 20 | 0 | 20 |
| 27 | Emkombeni Game Ranch (Mndawe) | 0 | 6 | 1 | 7 |
| | TOTAL | 160 | 666 | 19 | 845 |

3. OBJECTIVE

3.1. The objective is to appoint service provider (s) to render project management services for the National Environmental Monitors Programme for Inland Cluster and/or Coastal Cluster for a period of thirty-six (36) months. This is part of the Biodiversity Economy focus area of Environmental Programmes (EP).

4. SCOPE AND EXTENT OF WORK

- 4.1. A bidder who chose both clusters will be required to operate in both clusters (Inland and Coastal) and bidder who chose one cluster will be required to operate in one cluster delivering the following tasks:
- 4.1.1. Develop and submit project implementation plan as per the template prescribed by the Department.
 - 4.1.2. Enter into a service level agreement with Host Institutions for the overall management of NEMP.
 - 4.1.3. Facilitate community inception meetings to introduce the programme to communities.
 - 4.1.4. Facilitate the signing of employment contracts with the appointed Programme participants.
 - 4.1.5. Before an appointment, verify and confirm that all Programme participants have valid bank accounts to receive monthly stipends paid directly by the Department.
 - 4.1.6. Facilitate and verify that all Programme participants are registered with the Unemployment Insurance Fund (UIF).
 - 4.1.7. Facilitate submission of UIF monthly contributions by the Host Institutions to the Department of Employment and Labour and report to the DFFE.
 - 4.1.8. Ensure that the letters of good standing are submitted by the Host Institutions monthly to the DFFE.
 - 4.1.9. Facilitate and verify that the host institution has registered all Programme participants for Compensation for Occupational Injuries and Diseases (COID) and submit the letter of good standing to DFFE.
 - 4.1.10. Facilitate and verify the development of the Occupational Health and Safety plans by the host institution as per the template prescribed by the Department.
 - 4.1.11. Ensure the approval of the Occupational Health and Safety plans for all host institutions by the Department.
 - 4.1.12. Ensure the availability of the approved Occupational Health and Safety plans at all host institutions.
 - 4.1.13. Ensure that the host institutions appoint a qualified Safety and Health Officer and First Aider.
 - 4.1.14. Collect and quality assure the correctness of participants daily, weekly, and monthly registers from host institutions.
 - 4.1.15. Collate and submit weekly reports on days worked by the programme participants as per the template prescribed by the Department.
 - 4.1.16. Collate and submit programme participants COVID-19 weekly reports as per the template prescribed by the Department.
 - 4.1.17. Conduct bi-monthly engagement meetings with the host Institutions, the Department, and any other relevant stakeholders.
 - 4.1.18. Develop and submit a situational analysis report as and when requested by the Department.

- 4.1.19. Verify the correctness and completeness of the employment contracts entered between the participants and the host institution including the supporting evidence such as certified valid South African ID copies.
- 4.1.20. Initiate, capture and submit the project progress report monthly and upload verified employment contracts and ID copies on the Departmental electronic reporting system.
- 4.1.21. Interface with the Department and host institutions on matters affecting the programme.
- 4.1.22. Develop and submit admin close-out report on a template prescribed by the Department.

5. EXPECTED DELIVERABLES / OUTCOMES

| DELIVERABLES/OUTPUTS | DESCRIPTION |
|--------------------------------|--|
| 1. Project Implementation Plan | <p>Develop the approved concept to finalise the cost plan, financial viability, and programme for the project.</p> <ul style="list-style-type: none"> 5.1.1. Develop and submit project implementation plan as per the template prescribed by the Department. 5.1.2. Enter into a service level agreement with Host Institutions for the overall management of NEMP. 5.1.3. Facilitate community inception meetings to introduce the programme to communities. 5.1.4. Facilitate the signing of employment contracts with the appointed Programme participants. 5.1.5. Before an appointment, verify and confirm that all Programme participants have valid bank accounts to receive monthly stipends paid directly by the Department 5.1.6. Facilitate and verify the development of the Occupational Health and Safety plans by the host institution as per the template prescribed by the Department. 5.1.7. Ensure the approval of the Occupational Health and Safety plans for all host institutions by the Department. 5.1.8. Ensure the availability of the approved Occupational Health and Safety plans at all host institutions. 5.1.9. Verify the correctness and completeness |

| DELIVERABLES/OUTPUTS | DESCRIPTION |
|--|--|
| | <p>of the employment contracts entered between the participants and the host institution including the supporting evidence such as certified valid South African ID copies.</p> <p>The report should include the following deliverables consolidated and integrated from all relevant professionals.</p> <ul style="list-style-type: none"> • Audit of operational requirements for the host Institutions. • End user / operator requirement and cooperative agreements. • Cost estimates for the operational requirements of the Host Institutions as required. • Complexity profile for the project. • Agreed OHS policy for the project. • Draft baseline risk assessment. • Draft OHS specification. • OHS Plan and File. • Participant's recruitment strategies. • Records of recruitment processes by host institutions are provided to the Department |
| 2. Recruitment | <p>Recruitment of participants in line with the EPWP Guidelines, Ministerial determination 4 (No.35310 of May 2012), as amended and the applicable Code of Good Practice.</p> <p>Facilitate and ensure the host institutions provide records of recruitment process followed and all relevant documents of the programme participants.</p> |
| 3. Monthly Progress Reports (Implementation) | <p>Manage, administer, and monitor the contracts and processes, including the preparation and co-ordination of the procedures and documentation to facilitate practical completion of the works.</p> <p>The reports should include the following deliverables consolidated and integrated from all relevant professionals.</p> <ul style="list-style-type: none"> • daily, weekly, and monthly registers from |

| DELIVERABLES/OUTPUTS | DESCRIPTION |
|---------------------------------|--|
| | <p>host institutions.</p> <ul style="list-style-type: none"> • weekly reports on days worked by the programme participants as per the template prescribed by the Department. • project progress report monthly and upload verified employment contracts and certified valid ID copies on the Departmental electronic reporting system. • programme participants COVID-19 weekly reports as per the template prescribed by the Department. • bi-monthly engagement meetings report, including records of meetings, with the host Institutions, the Department, and any other relevant stakeholders. • Situational analysis report as and when it is requested by the Department. • Report on interfaces with the Department and host institutions on matters affecting the programme and records of meetings • Admin close-out report on a template prescribed by the Department • Schedule of predicted cash flow • Financial control reports • Record changes for OHS specifications and OHS plans • OHS audit reports and records • OHS report of compliance status for occupation • Work stoppage reports • Complete records of participants' documentation and attendance of work. |
| 4. Close Out Report (Stage 5-6) | <p>Fulfil and complete the project close-out including the preparation of the necessary documentation to facilitate effective completion.</p> <p>The reports should include the following deliverables consolidated and integrated from all relevant professionals.</p> <ul style="list-style-type: none"> • Payment to project creditors • Regular client project report • Regular operations, leasing and sales |

| DELIVERABLES/OUTPUTS | DESCRIPTION |
|----------------------|---|
| | <p>schedule</p> <ul style="list-style-type: none"> • End user coordination and installation schedule • Record of necessary meetings • Project close out report • Works and final completion lists • Valuation of payment certificates • Final accounts • Record audits during defects liability period • OHS Close out report |

- 5.2 Bidder to select a cluster where services will be rendered and must also complete the pricing schedule for each cluster they are choosing to participate on, which will be detailed enough for the purpose of evaluation. The Department reserve the right not to accept the price schedule that is incomplete and not detailed enough to make an informed decision.
- 5.3 The price shall be broken down to allow specification of all the cost and clear resource allocation per cluster and/or activity shall be indicated.
- 5.4 For a supplier to be considered to service both clusters, evidence of sufficient capacity should be provided for each cluster i.e., each cluster must be supported by relevant resources allocated to the project (Team Leader, Community Development Worker and Admin Support). In cases where the supplier is bidding for both clusters, submission of only one proposal is required. However, the supplier should provide different resources for each cluster and complete pricing schedules for each cluster they are intending to bid for:

| INLAND | | | | COASTAL | | | | |
|---------------|--------------------|----|--------|---------------|--------------------|----|--|--|
| AREAS COVERED | BIDDING/ TENDERING | | | AREAS COVERED | BIDDING/ TENDERING | | | |
| | YES | NO | | | YES | NO | | |
| Free State | | | AND/OR | Eastern Cape | | | | |
| Gauteng | | | | Northern Cape | | | | |
| Limpopo | | | | KwaZulu Natal | | | | |
| Mpumalanga | | | | Western Cape | | | | |
| Northwest | | | | | | | | |

Note: All areas within the cluster must be covered. Failure to do so will lead to a bidder considered as non-responsive.

- 5.5. Bidders are required to indicate capacity to carry out required services. For a supplier to be considered to service both clusters, evidence of sufficient capacity should be provided for each cluster.

6. PERIOD / DURATION OF PROJECT / ASSIGNMENT

- 6.1. The appointed service provider will be appointed for a period of thirty-six (36) months after signing of contract (service level agreement) / MoA (memorandum of understanding) and an official purchase order will be issued to the service provider.

7. COSTING / COMPREHENSIVE BUDGET

- 7.1. A comprehensive budget must be provided on (SBD 3.1) in a bid document inclusive of all disbursement costs, expenses, and VAT. The bidder is required to breakdown the budgeting per host/province in accordance with the number of recruits as required per host/province.

- 7.2. Rate per participant should cover but not limited to full implementation cost related to activities listed below and are as follows:

- Project Implementation plan
- Service level agreement with Host Institutions
- Facilitation of community inception meetings
- Facilitate bi-monthly meetings with between the Department and Host institution.
- Signing of employment contracts
- Verify and confirm Programme participants bank accounts
- Facilitate and verify that all Programme participants are registered with the Unemployment Insurance Fund (UIF)
- Facilitation and submission of monthly UIF contributions
- Ensure that the letters of good standing are submitted by the Host Institutions
- Facilitate registration of participants for Compensation for Occupational Injuries and Diseases (COID)
- Facilitate and verify the development and implementation of the Occupational Health and Safety plans by the host institution
- Submission of weekly, monthly and ad-hoc reports
- Develop and submit admin close-out report

- 7.3. All prices quoted in the bid documents must be in South African currency and be inclusive of Value-Added Tax. Unless the price is broken down into separate components of (a) net price, (b) total price, (c) total price (i.e., including the tax consideration), the price quoted on a document will be DEEMED inclusive of Value Added Tax. No bid documents which have not been priced in full (i.e., bid prices not inserted in the spaces on the forms provided therefore) will be admitted.

- 7.4. The service provider shall be bound to execute all the required quantities of scope as needed by the DFFE during the period of the contract.

- 7.5. The procurement/disbursement of working tools must be based on the number of recruits per sub-project (see 2.7 and/or 2.8 above).

- 7.6. DFFE reserve the right to benchmark and negotiate with one preferred bidder/s identified in the evaluation process, regarding any terms and conditions, including prices/ rates without offering the same opportunity to any other bidder/s who has not been awarded the status of the preferred bidder/s.

8. EVALUATION CRITERIA

- 8.1 The evaluation for this bid will be carried out in three (3) phases:

- Phase 1: Pre-Compliance.
- Phase 2 (a): Functionality Criteria – Inland Cluster.
- Phase 2 (b): Functionality Criteria – Coastal Cluster.
- Phase 3: Price.

8.2 PHASE 1: Pre-compliance or Initial Screening

- 8.2.1. During this phase bid proposal will be evaluated/ reviewed to determine the compliance with SCM returnable documents (standard bidding documents) and Central Supplier Database (CSD) report on the on-table 8.2.2 below. All documents should be submitted with the bid documents at the closing date and time of the bid. Non- completed and unsigned SBD's may result on bid being disqualified and will not be evaluated further.
- 8.2.2. The following Standard Bidding Documents (SBD's) should be fully completed, signed, and submitted with bid proposal.

| Item No. | Administrative Requirements | Check/Compliance |
|-------------------------------------|---|--|
| 1 | Master Bid Document | provided and bound |
| 2 | Electronic Copy (USB) | Same as the master bid document |
| Included in the Bid Document | | |
| 3 | SCM – SBD 1 – Invitation to Bid | Completed and signed |
| 4 | SCM – SBD 3.3 and Annexure A – Pricing Schedule (Inland Cluster and/or Coastal Cluster) | Completed for Inland Cluster and/or Coastal Cluster |
| 5 | SCM – SBD 4 – Declaration of Interest | Completed and signed |
| 6 | CSD registration number/ SARS Tax Status Pin and CSD summary report | Attached CSD registration number/SARS PIN and CSD summary report |

8.3. PHASE 2 (a): Functionality Criteria (INLAND CLUSTER)

- 8.3.1 Only bid proposals that meets pre-compliance, pre-qualification will be evaluated on functionality criteria,
- 8.3.2 The bidder must score a minimum of **75%** during Phase 2 (functionality/technical) of the evaluation to qualify for Phase 3 of the evaluation where only points for price will be considered.

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

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

| GUIDELINES FOR CATEGORY CRITERIA | FUNCTIONALITY (INLAND CLUSTER) | | WEIGHT |
|--|--|-----------|--------|
| A proposed project plan, Methodology and Management of the project in implementing and managing the employment of community members within prioritized conservation area | Bidder are required to submit a details project plan with intermediate and final outputs and identified deliverables, timeframes and milestones, methodology and project management in implementing and managing the employment of community members within prioritized conservation area, covering INLAND CLUSTER | | 20 |
| | Project plan, methodology and project management in implementing and managing the employment of community members within prioritized conservation areas, covering INLAND CLUSTER | Indicator | |
| | Project plan and methodology action well broken down; with detailed objectives and milestones. | 5 | |
| | Project plan and methodology, action identification basic; clear objectives and clear milestones. | 4 | |
| | Action plan provided with no deliverables and timeframes. | 3 | |
| | Limited information provided on the action plan | 2 | |
| | Task not well understood. | 1 | |
| | No information provided | 0 | |
| Certified Qualifications of the Team Leader to be assigned to the project. | Bidders are required to submit certified copy of relevant qualification (s) of the Team Leader in the areas of in conservation and environmental management. Highest qualification (s) of the Team Leader will be scored in line with the criteria on the table below, covering INLAND CLUSTER | | 10 |
| | Certified copy qualification (s) of the Team Leader proposed for INLAND CLUSTER | Indicator | |
| | Degree or B.Tech qualification (s) or higher | 5 | |
| | Three-year National Diploma qualification (s) | 4 | |
| | Diploma qualification (s) | 3 | |
| | Certificate qualification (s) | 2 | |
| | Grade 12 (Matric) qualification (s) | 1 | |
| | No qualification (s) attached/ submitted | 0 | |
| Technical Capability/ expertise and | Bidder (s) are required to demonstrate relevant experience, resources, and competency of the project leader to undertake and successfully complete the projects. Bidder (s) should submit curriculum vitae for the Team Leader | | |

| GUIDELINES FOR CATEGORY CRITERIA | FUNCTIONALITY (INLAND CLUSTER) | | WEIGHT |
|---|--|-----------|--------|
| track record of the Team Leader in conservation and environmental management | proposed to be employed on the project. Curriculum vitae are to include specific details of these individual including, inter alia, relevant experience with three contactable references in conservation and environmental management. Covering INLAND CLUSTER | | 30 |
| | Experience of Team Leader in conservation and environmental management. | Indicator | |
| | 10 years 'or more experience | 5 | |
| | 8 and less than 10 years' experience | 4 | |
| | 6 and less than 8 years' experience | 3 | |
| | 4 and less than 6 years' experience | 2 | |
| | 2 and less than 4 years' experience | 1 | |
| | less than 2 years' experience or No experience | 0 | |
| Technical Capability/ expertise and track record of the Community Development Worker in community projects. | Bidder (s) are required to demonstrate that they have the necessary resources and technical expertise to undertake and successfully complete the project. Bidder (s) should submit curriculum vitae for the proposed Community Development Worker to be assigned on the project. Curriculum vitae are to include specific details of the individual including, inter alia, relevant experience and to include three contactable reference, and number of years of experience in community projects covering INLAND CLUSTER | | 20 |
| | Experience of key personnel in operation and management of the in-community projects, covering INLAND CLUSTER | Indicator | |
| | 5 years 'or more experience | 5 | |
| | 4 and less than 5 years' experience | 4 | |
| | 3 and less than 4 years' experience | 3 | |
| | 2 and less than 3 years' experience | 2 | |
| | 1 and less than 2 years' experience | 1 | |
| | less than 1 year experience or No experience | 0 | |
| The company's experience, track record and knowledge in the field of project management preferably in operation and management of community | Bidder (s) are required to demonstrate relevant past experience and competency of the company of successfully completed projects in the field of project management preferably in operation and management of community projects within the biodiversity and conservation sector as the core competency and project management. Bidder (s) are required to submit/ attach five reliable contactable signed references letters on company letter head. | | |
| | Bidder (s) must attach reference letters for previous work with similar scope of successfully completed projects indicating the type, size, budget and duration of the project. | | |

| GUIDELINES FOR CATEGORY CRITERIA | FUNCTIONALITY (INLAND CLUSTER) | | WEIGHT |
|--|---|------------------|------------|
| projects within the biodiversity and conservation sector | Company experience in operation and management of community projects | Indicator | 20 |
| | 5 or more successful completed projects with reference letters attached | 5 | |
| | 4 successful completed projects with reference letters attached | 4 | |
| | 3 successful completed projects with reference letters attached | 3 | |
| | 2 successful completed projects with reference letters attached | 2 | |
| | 1 successful completed project with reference letter attached | 1 | |
| | No successful completed project with reference letter attached | 0 | |
| TOTAL POINTS ON FUNCTIONALITY (INLAND CLUSTER) | | | 100 |

8.4. PHASE 2 (b): Functionality Criteria (COASTAL CLUSTER)

8.4.1 Only bid proposals that meets pre-compliance, pre-qualification will be evaluated on functionality criteria,

8.4.2 The bidder must score a minimum of **75%** during Phase 2 (functionality/technical) of the evaluation to qualify for Phase 3 of the evaluation where only points for price will be considered.

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

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

| GUIDELINES FOR CATEGORY CRITERIA | FUNCTIONALITY (COASTAL CLUSTER) | | WEIGHT |
|--|--|------------------|--------|
| A proposed project plan, Methodology and Management of the project in implementing and managing the employment of community members within prioritized | Bidder are required to submit a details project plan with intermediate and final outputs and identified deliverables, timeframes and milestones, methodology and project management in implementing and managing the employment of community members within prioritized conservation area, covering COASTAL CLUSTER | | 20 |
| | Project plan, methodology and project management in implementing and managing the employment of community members within prioritized conservation areas, covering COASTAL CLUSTER | Indicator | |
| | Project plan and methodology action well broken down; with detailed objectives and milestones. | 5 | |

| GUIDELINES FOR CATEGORY CRITERIA | FUNCTIONALITY (COASTAL CLUSTER) | | WEIGHT |
|---|--|------------------|-----------|
| conservation area | Project plan and methodology, action identification basic; clear objectives and clear milestones. | 4 | |
| | Action plan provided with no deliverables and timeframes. | 3 | |
| | Limited information provided on the action plan | 2 | |
| | Task not well understood. | 1 | |
| | No information provided | 0 | |
| Certified Qualifications of the Team Leader to be assigned to the project. | Bidders are required to submit certified copy of relevant qualification (s) of the Team Leader in the areas of in conservation and environmental management. Highest qualification (s) of the Team Leader will be scored in line with the criteria on the table below, covering COASTAL CLUSTER | | 10 |
| | Certified copy qualification (s) of the Team Leader proposed for COASTAL CLUSTER | Indicator | |
| | Degree or B.Tech qualification (s) or higher | 5 | |
| | Three-year National Diploma qualification (s) | 4 | |
| | Diploma qualification (s) | 3 | |
| | Certificate qualification (s) | 2 | |
| | Grade 12 (Matric) qualification (s) | 1 | |
| | No qualification (s) attached/ submitted | 0 | |
| Technical Capability/ expertise and track record of the Team Leader in conservation and environmental management | Bidder (s) are required to demonstrate relevant experience, resources, and competency of the project leader to undertake and successfully complete the projects. Bidder (s) should submit curriculum vitae for the Team Leader proposed to be employed on the project. Curriculum vitae are to include specific details of these individual including, inter alia, relevant experience with three contactable references in conservation and environmental management. Covering COASTAL CLUSTER | | 30 |
| | Experience of Team Leader in conservation and environmental management. | Indicator | |
| | 10 years 'or more experience | 5 | |
| | 8 and less than 10 years' experience | 4 | |
| | 6 and less than 8 years' experience | 3 | |
| | 4 and less than 6 years' experience | 2 | |
| | 2 and less than 4 years' experience | 1 | |
| | less than 2 years' experience or No experience | 0 | |

| GUIDELINES FOR CATEGORY CRITERIA | FUNCTIONALITY (COASTAL CLUSTER) | | WEIGHT |
|--|---|-----------|--------|
| Technical Capability/ expertise and track record of the Community Development Worker in community projects. | Bidder (s) are required to demonstrate that they have the necessary resources and technical expertise to undertake and successfully complete the project. Bidder (s) should submit curriculum vitae for the proposed Community Development Worker to be assigned on the project. Curriculum vitae are to include specific details of the individual including, inter alia, relevant experience and to include three contactable reference, and number of years of experience in community projects covering COASTAL CLUSTER | | 20 |
| | Experience of key personnel in operation and management of the in-community projects, covering COASTAL CLUSTER | Indicator | |
| | 5 years 'or more experience | 5 | |
| | 4 and less than 5 years' experience | 4 | |
| | 3 and less than 4 years' experience | 3 | |
| | 2 and less than 3 years' experience | 2 | |
| | 1 and less than 2 years' experience | 1 | |
| | less than 1 year experience or No experience | 0 | |
| The company's experience, track record and knowledge in the field of project management preferably in operation and management of community projects within the biodiversity and conservation sector | Bidder (s) are required to demonstrate relevant past experience and competency of the company of successfully completed projects in the field of project management preferably in operation and management of community projects within the biodiversity and conservation sector as the core competency and project management. Bidder (s) are required to submit/ attach five reliable contactable signed references letters on company letter head. | | 20 |
| | Bidder (s) must attach reference letters for previous work with similar scope of successfully completed projects indicating the type, size, budget and duration of the project. | | |
| | Company experience in operation and management of community projects | Indicator | |
| | 5 or more successful completed projects with reference letters attached | 5 | |
| | 4 successful completed projects with reference letters attached | 4 | |
| | 3 successful completed projects with reference letters attached | 3 | |
| | 2 successful completed projects with reference letters attached | 2 | |
| | 1 successful completed project with reference letter attached | 1 | |
| | No successful completed project with reference letter attached | 0 | |

| GUIDELINES FOR CATEGORY CRITERIA | FUNCTIONALITY (COASTAL CLUSTER) | WEIGHT |
|---|---------------------------------|--------|
| TOTAL POINTS ON FUNCTIONALITY (COASTAL CLUSTER) | | 100 |

8.5. PHASE 3: Price

8.5.1. Bid will be awarded to a bidder that has tendered the lowest amount on condition that they have complied with the tender requirements set out in the tender document. The bidder will be allocated 100% of the price.

8.5.2. The Department reserves the right not to award the tender to the bidder with the lowest amount and/or highest points.

9. BID SUBMISSION REQUIREMENTS

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

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

9.1.2. The profile of the company and description of similar work undertaken.

9.1.3. Proposal shall consist of one original bid document and must clearly indicate the prices on SBD 3.3 and Pricing Schedule **Annexure A for Inland Cluster** and/or **Annexure B for Coastal Cluster**.

9.1.4. The information in the CV of the proposed Team Leader should include relevant experience in the chosen area of expertise.

9.1.5. Project reference specifying the role played by the service provider in the listed projects or assignments.

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

9.1.7. Standard bidding documents (SBD1, 3.3/pricing schedule, and 4).

9.1.8. Copy of Central Supplier Database (CSD) report.

10. LEGISLATIVE FRAMEWORK OF THE BID

10.1. Tax Legislation

10.1.1. Bidder must at all time attempt to be compliant when submitting proposal to DFFE and remain compliant for the entire contract term with all applicable tax legislation, including but not limited to the Income Tax Act, 1962 (Act No. 58 of 1962) and Value Added Tax Act, 1991 (Act No. 89 of 1991).

10.1.2. SARS Tax Status Pin requirements / or Central Supplier Database (CSD) number or report.

10.2. Procurement Legislation

10.2.1. DFFE has a detailed evaluation methodology premised on Treasury Regulation 16A3 promulgated under Section 76 of the Public Finance Management Act, 1999 (Act, No. 1 of 1999), the Preferential Procurement Policy Framework Act 2000) Act, No. 5 of 2000) and the Broad-Based Black Economic Empowerment Act, 2003 (Act, No. 53 of 2003).

10.2.2. Bidders should be cognisant of the legislation and/or standards specifically applicable to the services.

10.2.3. Bidders are requested to submit a valid B-BBEE Status Level Verification Certificate issued by SANAS, or Accredited Verification Agency; or B-BBEE Certificate issued by CIPC, or Sworn Affidavit commissioned by Commissioner of Oaths together with their bids for **records** by the Department.

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

11. SPECIAL CONDITIONS OF CONTRACT

11.1. On appointment, the performance measures for the delivery of the agreed services will be closely monitored by Project Manager.

11.2. The Department reserves the right to increase or decrease the number of host institutions and/or affected participants during the life of the project.

11.3. The Service Provider will submit quarterly progress reports to the Project Manager, within 3 days after the end of the two weeks for the duration of the project, submitted in both soft and hard copies. Failure to submit the required reports on time may result in penalties of up to 5%.

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

11.5. The Project Manager shall do the ongoing management of the Service Level Agreement (SLA)/ MoA.

- 11.6. The Service Provider must guarantee the presence of the Team Leader in charge of programme throughout the duration of the contract.
- 11.7. All the conditions specified in the General Conditions of Contract (GCC) will apply and where the conditions in the special conditions of contract contradicts the conditions in the general conditions of contract the special conditions of contract will prevail.
- 11.8. Letter of Authority to sign documents on behalf of the company, where applicable.
- 11.9. The proposals should be submitted with all required information containing technical information.
- 11.10. Bidders failing to meet pre-compliance, pre-qualification and functionality minimum score may be automatically disqualified.
- 11.11. Poor or non-performance by the bidder will result in cancellation of works orders.

12. SUB-CONTRACTING CONDITIONS/ REQUIREMENTS

- 12.1. In a case a tenderer is intending to sub-contract portion of work, such tenderer awarded a contract may only enter sub-contracting arrangements with the approval of the department.
- 12.2. In relation to a designated sector, a contractor will not be allowed to subcontract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.

13. PAYMENT TERMS

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

14. TECHNICAL ENQUIRIES

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

Name : Mr Tambudzani Mulaudzi
Office Telephone No. : 012 399-9886
E-Mail : tambum@dffe.gov.za

ANNEXURE A – PRICE SCHEDULE – INLAND

| TERMS OF REFERENCE FOR THE APPOINTMENT OF NATIONAL ENVIRONMENTAL MONITORS SERVICE PROVIDERS FOR THE DEPARTMENT OF FORESTRY, FISHERIES AND THE ENVIRONMENT IN INLAND CLUSTER FOR A PERIOD OF 36 MONTHS | | | | | | |
|---|---|---|-----------------------|------------------------|-----------|--------------------------|
| PROVINCE | PARTICIPATING HOST INSTITUTION | NUMBERS OF PARTICIPANTS/ ENVIRONMENTAL MONITORS | RATE PER PARTICIPANTS | PROJECT MANAGEMENT FEE | VAT @ 15% | TOTAL COST INCLUDING VAT |
| FREE STATE | Sepelong Game Farm | 10 | R..... | R..... | R..... | R..... |
| | Mashinini enterprise (Uniondale Game Farm) | 8 | R..... | R..... | R..... | R..... |
| | Department of economics, small business development, tourism and environmental affairs (DESTEA) head office | 4 | R..... | R..... | R..... | R..... |
| | DESTEA (nature reserves) | | R..... | R..... | R..... | R..... |
| | Willem Pretorius game reserve | 5 | R..... | R..... | R..... | R..... |
| | Kalkfontein dam | 5 | R..... | R..... | R..... | R..... |
| | Koppies dam | 5 | R..... | R..... | R..... | R..... |
| | Rustfontein dam | 9 | R..... | R..... | R..... | R..... |
| | Soetdoring nature reserve | 9 | R..... | R..... | R..... | R..... |
| | Sterkfontein dam | 5 | R..... | R..... | R..... | R..... |

TERMS OF REFERENCE FOR THE APPOINTMENT OF NATIONAL ENVIRONMENTAL MONITORS SERVICE PROVIDERS FOR THE DEPARTMENT OF FORESTRY, FISHERIES AND THE ENVIRONMENT IN INLAND CLUSTER FOR A PERIOD OF 36 MONTHS

| PROVINCE | PARTICIPATING HOST INSTITUTION | NUMBERS OF PARTICIPANTS/ ENVIRONMENTAL MONITORS | RATE PER PARTICIPANTS | PROJECT MANAGEMENT FEE | VAT @ 15% | TOTAL COST INCLUDING VAT |
|----------------|---|---|-----------------------|------------------------|---------------|--------------------------|
| | Maria Moroka nature reserve | 8 | R..... | R..... | R..... | R..... |
| | Sub Total - DESTEa - ToR 50 | 50 | R..... | R..... | R..... | R..... |
| GAUTENG | City of Johannesburg (nature reserves) | | R..... | R..... | R..... | R..... |
| | Beaulieu Bird Sanctuary | 4 | R..... | R..... | R..... | R..... |
| | Klipriviersberg Nature Reserve | 4 | R..... | R..... | R..... | R..... |
| | Kloofendal Nature Reserve | 4 | R..... | R..... | R..... | R..... |
| | Rietfontein Nature Reserve | 4 | R..... | R..... | R..... | R..... |
| | Rietkuil Conservation and Research Farm | 4 | R..... | R..... | R..... | R..... |
| | Sub Total - CoJ - ToR 20 | 20 | R..... | R..... | R..... | R..... |
| | City of Tshwane (Tshwane House) | 2 | R..... | R..... | R..... | R..... |
| | City of Tshwane (nature reserves) | | R..... | R..... | R..... | R..... |
| | Fountains Valley Resort | 1 | R..... | R..... | R..... | R..... |

TERMS OF REFERENCE FOR THE APPOINTMENT OF NATIONAL ENVIRONMENTAL MONITORS SERVICE PROVIDERS FOR THE DEPARTMENT OF FORESTRY, FISHERIES AND THE ENVIRONMENT IN INLAND CLUSTER FOR A PERIOD OF 36 MONTHS

| PROVINCE | PARTICIPATING HOST INSTITUTION | NUMBERS OF PARTICIPANTS/ ENVIRONMENTAL MONITORS | RATE PER PARTICIPANTS | PROJECT MANAGEMENT FEE | VAT @ 15% | TOTAL COST INCLUDING VAT |
|----------------|---|---|-----------------------|------------------------|---------------|--------------------------|
| | Groenkloof Nature Reserve | 5 | R..... | R..... | R..... | R..... |
| | Reitvle Nature Reserve | 5 | R..... | R..... | R..... | R..... |
| | Rooihuisekraal Reptile Park | 5 | R..... | R..... | R..... | R..... |
| | Toloana Nature Reserve | 2 | R..... | R..... | R..... | R..... |
| | Sub Total City of Tshwane - ToR 20 | 20 | R..... | R..... | R..... | R..... |
| LIMPOPO | Welgevonden Game Reserve | 20 | R..... | R..... | R..... | R..... |
| | Shambala Private Game Reserve | 10 | R..... | R..... | R..... | R..... |
| | Bokgatla Ba Mocha CPA | 9 | R..... | R..... | R..... | R..... |
| | Balepye nature reserve | 26 | R..... | R..... | R..... | R..... |
| | Rooiberg Bewaria | 10 | R..... | R..... | R..... | R..... |
| | Seolo Game Farm | 8 | R..... | R..... | R..... | R..... |
| | Leshiba Game Farm | 10 | R..... | R..... | R..... | R..... |

TERMS OF REFERENCE FOR THE APPOINTMENT OF NATIONAL ENVIRONMENTAL MONITORS SERVICE PROVIDERS FOR THE DEPARTMENT OF FORESTRY, FISHERIES AND THE ENVIRONMENT IN INLAND CLUSTER FOR A PERIOD OF 36 MONTHS

| PROVINCE | PARTICIPATING HOST INSTITUTION | NUMBERS OF PARTICIPANTS/ ENVIRONMENTAL MONITORS | RATE PER PARTICIPANTS | PROJECT MANAGEMENT FEE | VAT @ 15% | TOTAL COST INCLUDING VAT |
|----------|--|---|-----------------------|------------------------|-----------|--------------------------|
| | Transfrontier Africa NPC | 37 | R..... | R..... | R..... | R..... |
| | | | | | | |
| | Kruger to Canyon (head office) | 73 | R..... | R..... | R..... | R..... |
| | Kruger to Canyon nature reserves/ sites | | R..... | R..... | R..... | R..... |
| | Birdlife | 3 | R..... | R..... | R..... | R..... |
| | Daktari (Bush school and wildlife orphanage) | 4 | R..... | R..... | R..... | R..... |
| | Hoedspruit Hub | 1 | R..... | R..... | R..... | R..... |
| | Klaseria private nature reserve (eco children) | 10 | R..... | R..... | R..... | R..... |
| | Wilddrivers | 4 | R..... | R..... | R..... | R..... |
| | Lekgalameetsi | 13 | R..... | R..... | R..... | R..... |
| | Letaba Ranch | 12 | R..... | R..... | R..... | R..... |
| | Makalali private game reserve | 4 | R..... | R..... | R..... | R..... |
| | Mariepskop nature reserve | 6 | R..... | R..... | R..... | R..... |
| | Marula Conservation | 2 | R..... | R..... | R..... | R..... |

TERMS OF REFERENCE FOR THE APPOINTMENT OF NATIONAL ENVIRONMENTAL MONITORS SERVICE PROVIDERS FOR THE DEPARTMENT OF FORESTRY, FISHERIES AND THE ENVIRONMENT IN INLAND CLUSTER FOR A PERIOD OF 36 MONTHS

| PROVINCE | PARTICIPATING HOST INSTITUTION | NUMBERS OF PARTICIPANTS/ ENVIRONMENTAL MONITORS | RATE PER PARTICIPANTS | PROJECT MANAGEMENT FEE | VAT @ 15% | TOTAL COST INCLUDING VAT |
|----------|---|---|-----------------------|------------------------|-----------|--------------------------|
| | Olifants game reserve | 15 | R..... | R..... | R..... | R..... |
| | Rhino Revolution | 2 | R..... | R..... | R..... | R..... |
| | Sefapane lodge and safaris | 4 | R..... | R..... | R..... | R..... |
| | Southern Cross School | 2 | R..... | R..... | R..... | R..... |
| | South African Environment Observation Network (SAEON) | 2 | R..... | R..... | R..... | R..... |
| | University of Pretoria (Research) | 9 | R..... | R..... | R..... | R..... |
| | University of Witwatersrand (Research) | 4 | R..... | R..... | R..... | R..... |
| | Sub-total Kruger - ToR 170 | 170 | | | | |
| | | | | | | |
| | LEDET (Office) | 37 | R..... | R..... | R..... | R..... |
| | LEDET nature reserves/ sites | | R..... | R..... | R..... | R..... |
| | Manombe Nature Reserve | 2 | R..... | R..... | R..... | R..... |
| | Atherstone Nature Reserve | 5 | R..... | R..... | R..... | R..... |

TERMS OF REFERENCE FOR THE APPOINTMENT OF NATIONAL ENVIRONMENTAL MONITORS SERVICE PROVIDERS FOR THE DEPARTMENT OF FORESTRY, FISHERIES AND THE ENVIRONMENT IN INLAND CLUSTER FOR A PERIOD OF 36 MONTHS

| PROVINCE | PARTICIPATING HOST INSTITUTION | NUMBERS OF PARTICIPANTS/ ENVIRONMENTAL MONITORS | RATE PER PARTICIPANTS | PROJECT MANAGEMENT FEE | VAT @ 15% | TOTAL COST INCLUDING VAT |
|-----------------|---------------------------------------|--|------------------------------|-------------------------------|------------------|---------------------------------|
| | Blouberg Nature Reserve | 1 | R..... | R..... | R..... | R..... |
| | Brackenridge Nature Reserve | 1 | R..... | R..... | R..... | R..... |
| | Capricorn District municipality | 2 | R..... | R..... | R..... | R..... |
| | D'nyala Nature Reserve | 5 | R..... | R..... | R..... | R..... |
| | Doorndraai Nature Reserve | 2 | R..... | R..... | R..... | R..... |
| | Hans Merensky nature reserve | 2 | R..... | R..... | R..... | R..... |
| | Langjan Nature Reserve | 1 | R..... | R..... | R..... | R..... |
| | Letaba Ranch | 1 | R..... | R..... | R..... | R..... |
| | Masebe Nature Reserve | 2 | R..... | R..... | R..... | R..... |
| | Modimolle district office | 4 | R..... | R..... | R..... | R..... |
| | Modjadji Nature Reserve | 2 | R..... | R..... | R..... | R..... |
| | Mokopane Service Centre | 1 | R..... | R..... | R..... | R..... |

TERMS OF REFERENCE FOR THE APPOINTMENT OF NATIONAL ENVIRONMENTAL MONITORS SERVICE PROVIDERS FOR THE DEPARTMENT OF FORESTRY, FISHERIES AND THE ENVIRONMENT IN INLAND CLUSTER FOR A PERIOD OF 36 MONTHS

| PROVINCE | PARTICIPATING HOST INSTITUTION | NUMBERS OF PARTICIPANTS/ ENVIRONMENTAL MONITORS | RATE PER PARTICIPANTS | PROJECT MANAGEMENT FEE | VAT @ 15% | TOTAL COST INCLUDING VAT |
|-----------------|---------------------------------------|--|------------------------------|-------------------------------|------------------|---------------------------------|
| | Mopani District municipality | 1 | R..... | R..... | R..... | R..... |
| | Musina Nature Reserve | 2 | R..... | R..... | R..... | R..... |
| | Potlake Nature Reserve | 2 | R..... | R..... | R..... | R..... |
| | Makuya Nature Reserve | 2 | R..... | R..... | R..... | R..... |
| | Nzhelele Nature Reserve | 2 | R..... | R..... | R..... | R..... |
| | Schuinsdraai Nature Reserve | 2 | R..... | R..... | R..... | R..... |
| | Potlake Nature Reserve | 2 | R..... | R..... | R..... | R..... |
| | Nylsvlei Nature Reserve | 2 | R..... | R..... | R..... | R..... |
| | Nwanedi Nature Reserve | 2 | R..... | R..... | R..... | R..... |
| | Rust De Winter Nature Reserve | 2 | R..... | R..... | R..... | R..... |
| | Thabazimbi Service Centre | 1 | R..... | R..... | R..... | R..... |
| | Wolkberg Nature Reserve | 2 | R..... | R..... | R..... | R..... |

TERMS OF REFERENCE FOR THE APPOINTMENT OF NATIONAL ENVIRONMENTAL MONITORS SERVICE PROVIDERS FOR THE DEPARTMENT OF FORESTRY, FISHERIES AND THE ENVIRONMENT IN INLAND CLUSTER FOR A PERIOD OF 36 MONTHS

| PROVINCE | PARTICIPATING HOST INSTITUTION | NUMBERS OF PARTICIPANTS/ ENVIRONMENTAL MONITORS | RATE PER PARTICIPANTS | PROJECT MANAGEMENT FEE | VAT @ 15% | TOTAL COST INCLUDING VAT |
|-------------------|--|---|-----------------------|------------------------|---------------|--------------------------|
| | Turfloop Nature Reserve | 4 | R..... | R..... | R..... | R..... |
| | Witvinger Nature Reserve | 2 | R..... | R..... | R..... | R..... |
| | Tzaneen service center | 2 | R..... | R..... | R..... | R..... |
| | Wonderkop Nature Reserve | 2 | R..... | R..... | R..... | R..... |
| | Sub Total - LEDET - ToR 100 | 100 | R..... | R..... | R..... | R..... |
| MPUMALANGA | Emkobeni Game Ranch | 7 | R..... | R..... | R..... | R..... |
| | Thaba Chweu Local Municipality (Gustav Klienbiel nature reserve) | 3 | R..... | R..... | R..... | R..... |
| | Mount Sheba Nature Reserve | 5 | R..... | R..... | R..... | R..... |
| | Sabi Sands | 52 | R..... | R..... | R..... | R..... |
| | | | | | | |
| | Mpumalanga Tourism and Parks Agency (head office) | 24 | R..... | R..... | R..... | R..... |
| | Mpumalanga Tourism and Parks Agency (nature reserves) | | | R..... | | |

TERMS OF REFERENCE FOR THE APPOINTMENT OF NATIONAL ENVIRONMENTAL MONITORS SERVICE PROVIDERS FOR THE DEPARTMENT OF FORESTRY, FISHERIES AND THE ENVIRONMENT IN INLAND CLUSTER FOR A PERIOD OF 36 MONTHS

| PROVINCE | PARTICIPATING HOST INSTITUTION | NUMBERS OF PARTICIPANTS/ ENVIRONMENTAL MONITORS | RATE PER PARTICIPANTS | PROJECT MANAGEMENT FEE | VAT @ 15% | TOTAL COST INCLUDING VAT |
|-----------------|---------------------------------------|--|------------------------------|-------------------------------|------------------|---------------------------------|
| | Manyeleti game reserve | 12 | R..... | R..... | R..... | R..... |
| | Barberton nature reserve | 8 | R..... | R..... | R..... | R..... |
| | Mthethomusha nature reserve | 10 | R..... | R..... | R..... | R..... |
| | Bushbuckridge nature reserve | 10 | R..... | R..... | R..... | R..... |
| | Songimvelo game reserve | 10 | R..... | R..... | R..... | R..... |
| | Andover nature reserve | 10 | R..... | R..... | R..... | R..... |
| | Mdala nature reserve | 7 | R..... | R..... | R..... | R..... |
| | Mkhombo nature reserve | 7 | R..... | R..... | R..... | R..... |
| | Ohrigstad Dam nature reserve | 4 | R..... | R..... | R..... | R..... |
| | Verloren Vallei nature reserve | 4 | R..... | R..... | R..... | R..... |
| | Sterkspruit nature reserve | 4 | R..... | R..... | R..... | R..... |
| | Mahushe Shongwe nature reserve | 8 | R..... | R..... | R..... | R..... |

TERMS OF REFERENCE FOR THE APPOINTMENT OF NATIONAL ENVIRONMENTAL MONITORS SERVICE PROVIDERS FOR THE DEPARTMENT OF FORESTRY, FISHERIES AND THE ENVIRONMENT IN INLAND CLUSTER FOR A PERIOD OF 36 MONTHS

| PROVINCE | PARTICIPATING HOST INSTITUTION | NUMBERS OF PARTICIPANTS/ ENVIRONMENTAL MONITORS | RATE PER PARTICIPANTS | PROJECT MANAGEMENT FEE | VAT @ 15% | TOTAL COST INCLUDING VAT |
|----------------------|--|---|-----------------------|------------------------|---------------|--------------------------|
| | Mabusa nature reserve | 9 | R..... | R..... | R..... | R..... |
| | SS Skhosana nature reserve | 6 | R..... | R..... | R..... | R..... |
| | Loskop dam nature reserve | 7 | R..... | R..... | R..... | R..... |
| | Blyde river canyon nature reserve | 10 | R..... | R..... | R..... | R..... |
| | Sub-Total Mpumalanga - ToR 150 | 150 | R..... | R..... | R..... | R..... |
| NORTHERN CAPE | Department of Environment and Nature Conservation (DENC) | 56 | R..... | R..... | R..... | R..... |
| NORTH WEST | Zvezda Game Resort | 6 | R..... | R..... | R..... | R..... |
| | Baphiring Resources NPC | 11 | R..... | R..... | R..... | R..... |
| | | | | | | |
| | North West Parks Board (Head office) | 1 | R..... | R..... | R..... | R..... |
| | North West Parks Board (nature reserves) | | | R..... | | |
| | Pilannesburg nature reserve | 3 | R..... | R..... | R..... | R..... |
| | Kgaswane naturev reserve | 3 | R..... | R..... | R..... | R..... |

TERMS OF REFERENCE FOR THE APPOINTMENT OF NATIONAL ENVIRONMENTAL MONITORS SERVICE PROVIDERS FOR THE DEPARTMENT OF FORESTRY, FISHERIES AND THE ENVIRONMENT IN INLAND CLUSTER FOR A PERIOD OF 36 MONTHS

| PROVINCE | PARTICIPATING HOST INSTITUTION | NUMBERS OF PARTICIPANTS/ ENVIRONMENTAL MONITORS | RATE PER PARTICIPANTS | PROJECT MANAGEMENT FEE | VAT @ 15% | TOTAL COST INCLUDING VAT |
|----------|----------------------------------|---|-----------------------|------------------------|---------------|--------------------------|
| | Borakalalo national park | 5 | R..... | R..... | R..... | R..... |
| | Madikwe game reserve | 4 | R..... | R..... | R..... | R..... |
| | Molemane Eye Nature Reserve | 4 | R..... | R..... | R..... | R..... |
| | Wolwespruit nature reserve | 4 | R..... | R..... | R..... | R..... |
| | Vaalkop dam nature reserve | 4 | R..... | R..... | R..... | R..... |
| | Boskop dam nature reserve | 5 | R..... | R..... | R..... | R..... |
| | Bloemhof dam nature reserve | 3 | R..... | R..... | R..... | R..... |
| | SA Lombaard nature reserve | 3 | R..... | R..... | R..... | R..... |
| | Mahikeng Game reserve | 8 | R..... | R..... | R..... | R..... |
| | Sub Total - NWPB = ToR 47 | 47 | R..... | R..... | R..... | R..... |

It is compulsory for the bidders to complete all columns . A blank space will be assumed that a bidder does not have capacity to conduct such test, and it will result in disqualification

ANNEXURE B – PRICE SCHEDULE – COASTAL CLUSTER

| TERMS OF REFERENCE FOR THE APPOINTMENT OF NATIONAL ENVIRONMENTAL MONITORS SERVICE PROVIDERS FOR THE DEPARTMENT OF FORESTRY, FISHERIES AND THE ENVIRONMENT IN COASTAL PROVINCES FOR A PERIOD OF 36 MONTHS | | | | | | |
|--|---|---|-----------------------|------------------------|-----------|--------------------------|
| PROVINCE | PARTICIPATING HOST INSTITUTION | NUMBERS OF PARTICIPANTS/ ENVIRONMENTAL MONITORS | RATE PER PARTICIPANTS | PROJECT MANAGEMENT FEE | VAT @ 15% | TOTAL COST INCLUDING VAT |
| EASTERN CAPE | Eastern Cape Parks and Tourism (nature reserves) | | | | | |
| | Ongeluksnek Nature Reserve | 2 | R..... | R..... | R..... | R..... |
| | Mpofu Nature Reserve | 3 | R..... | R..... | R..... | R..... |
| | Great Fish Nature Reserve | 10 | R..... | R..... | R..... | R..... |
| | East London Coast Nature Reserve | 2 | R..... | R..... | R..... | R..... |
| | Baviaanskloof Nature reserve | 2 | R..... | R..... | R..... | R..... |

TERMS OF REFERENCE FOR THE APPOINTMENT OF NATIONAL ENVIRONMENTAL MONITORS SERVICE PROVIDERS FOR THE DEPARTMENT OF FORESTRY, FISHERIES AND THE ENVIRONMENT IN COASTAL PROVINCES FOR A PERIOD OF 36 MONTHS

| PROVINCE | PARTICIPATING HOST INSTITUTION | NUMBERS OF PARTICIPANTS/ ENVIRONMENTAL MONITORS | RATE PER PARTICIPANTS | PROJECT MANAGEMENT FEE | VAT @ 15% | TOTAL COST INCLUDING VAT |
|----------|--|---|-----------------------|------------------------|---------------|--------------------------|
| | Baviaanskloof World Heritage Site | 5 | R..... | R..... | R..... | R..... |
| | Groendal/Island Nature Reserve | 3 | R..... | R..... | R..... | R..... |
| | Hluleka Nature Reserve | 3 | R..... | R..... | R..... | R..... |
| | Mkhambathi Nature Reserve | 4 | R..... | R..... | R..... | R..... |
| | Nduli Nature reserve | 4 | R..... | R..... | R..... | R..... |
| | Oviston Nature Reserve | 4 | R..... | R..... | R..... | R..... |
| | Silaka Nature Reserve | 4 | R..... | R..... | R..... | R..... |
| | Thomas Baines Nature Reserve | 3 | R..... | R..... | R..... | R..... |
| | Tsolwana Nature Reserve | 3 | R..... | R..... | R..... | R..... |
| | Dwesa Nature Reserve | 3 | R..... | R..... | R..... | R..... |
| | Sub Total - Eastern Cape Parks - ToR 55 | 55 | R..... | R..... | R..... | R..... |

TERMS OF REFERENCE FOR THE APPOINTMENT OF NATIONAL ENVIRONMENTAL MONITORS SERVICE PROVIDERS FOR THE DEPARTMENT OF FORESTRY, FISHERIES AND THE ENVIRONMENT IN COASTAL PROVINCES FOR A PERIOD OF 36 MONTHS

| PROVINCE | PARTICIPATING HOST INSTITUTION | NUMBERS OF PARTICIPANTS/ ENVIRONMENTAL MONITORS | RATE PER PARTICIPANTS | PROJECT MANAGEMENT FEE | VAT @ 15% | TOTAL COST INCLUDING VAT |
|-----------------|---|---|-----------------------|------------------------|---------------|--------------------------|
| KWAZULU - NATAL | Wildlands Conservation Trust (nature reserves) | | R..... | R..... | R..... | R..... |
| | Buffelsdraai Nature reserve | 10 | R..... | R..... | R..... | R..... |
| | Dartmoor farm | 11 | R..... | R..... | R..... | R..... |
| | Nambiti game reserve | 11 | R..... | R..... | R..... | R..... |
| | Somkhanda Game Reserve | 47 | R..... | R..... | R..... | R..... |
| | Sub Total - Wildlands - ToR 79 | 79 | R..... | R..... | R..... | R..... |
| | Ezemvelo KZN Wildlife (nature reserves) | | | | | |
| | Cobham Nature Reserve | 4 | R..... | R..... | R..... | R..... |
| | Enseleni Nature Reserve | 4 | R..... | R..... | R..... | R..... |
| | Garden Castle Nature Reserve | 4 | R..... | R..... | R..... | R..... |
| | Highmoor Nature Reserve | 3 | R..... | R..... | R..... | R..... |
| | Hillside Nature Reserve | 4 | R..... | R..... | R..... | R..... |

TERMS OF REFERENCE FOR THE APPOINTMENT OF NATIONAL ENVIRONMENTAL MONITORS SERVICE PROVIDERS FOR THE DEPARTMENT OF FORESTRY, FISHERIES AND THE ENVIRONMENT IN COASTAL PROVINCES FOR A PERIOD OF 36 MONTHS

| PROVINCE | PARTICIPATING HOST INSTITUTION | NUMBERS OF PARTICIPANTS/ ENVIRONMENTAL MONITORS | RATE PER PARTICIPANTS | PROJECT MANAGEMENT FEE | VAT @ 15% | TOTAL COST INCLUDING VAT |
|-----------------|--|--|------------------------------|-------------------------------|------------------|---------------------------------|
| | Hluhluwe Imfolozi Park | 56 | R..... | R..... | R..... | R..... |
| | Ithala Game Reserve | 12 | R..... | R..... | R..... | R..... |
| | Kamberg Nature Reserve | 3 | R..... | R..... | R..... | R..... |
| | Lotheni Nature Reserve | 3 | R..... | R..... | R..... | R..... |
| | Maloti Drakensberg park Nature Reserve | 3 | R..... | R..... | R..... | R..... |
| | Ndumo Game Reserve | 20 | R..... | R..... | R..... | R..... |
| | Queen Elizabeth Park | 32 | R..... | R..... | R..... | R..... |
| | Royal Natal Nature Reserve | 3 | R..... | R..... | R..... | R..... |
| | Spionkop Nature Reserve | 7 | R..... | R..... | R..... | R..... |
| | Tembe Elephant Park | 18 | R..... | R..... | R..... | R..... |
| | Umkhomazi Nature Reserve | 2 | R..... | R..... | R..... | R..... |
| | Umlalazi Nature Reserve | 4 | R..... | R..... | R..... | R..... |
| | Usuthu Nature Reserve | 8 | R..... | R..... | R..... | R..... |

TERMS OF REFERENCE FOR THE APPOINTMENT OF NATIONAL ENVIRONMENTAL MONITORS SERVICE PROVIDERS FOR THE DEPARTMENT OF FORESTRY, FISHERIES AND THE ENVIRONMENT IN COASTAL PROVINCES FOR A PERIOD OF 36 MONTHS

| PROVINCE | PARTICIPATING HOST INSTITUTION | NUMBERS OF PARTICIPANTS/ ENVIRONMENTAL MONITORS | RATE PER PARTICIPANTS | PROJECT MANAGEMENT FEE | VAT @ 15% | TOTAL COST INCLUDING VAT |
|----------|--|---|-----------------------|------------------------|---------------|--------------------------|
| | Vergelegen Nature Reserve | 4 | R..... | R..... | R..... | R..... |
| | Weenen Nature Reserve | 19 | R..... | R..... | R..... | R..... |
| | Witterburg Nature Reserve | 4 | R..... | R..... | R..... | R..... |
| | Sub Total - KZN Ezemvelo - ToR 217 | 217 | R..... | R..... | R..... | R..... |
| | Lawrence Anthony Earth Organization/ Mayibuye game reserve | 15 | R..... | R..... | R..... | R..... |
| | Wildlife act (Mkuze game reserve) | 5 | R..... | R..... | R..... | R..... |
| | Nyathi Anti- Poaching Unit (Munyawana Conservancy) | 126 | R..... | R..... | R..... | R..... |
| | Zululand Rhino Reserve (Manyoni Private Game Reserve) | 47 | R..... | R..... | R..... | R..... |
| | Thanda Safari Private Game Reserve | 7 | R..... | R..... | R..... | R..... |

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THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

July 2010

GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

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

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

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

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General Conditions of Contract

1. Definitions

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

RSA.

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

obligations of the supplier covered under the contract.

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

2. Application

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

3. General

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

4. Standards

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

5. Use of contract documents and information; inspection.

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

6. Patent rights

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

7. Performance security

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

8. Inspections, tests and analyses

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

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

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

9. Packing

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

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

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

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

14. Spare parts

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

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

15. Warranty

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

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

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

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

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

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

16. Payment

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

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

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

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

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

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

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

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

may be due to him

25. Force Majeure

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

28. Limitation of liability

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

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| | (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.