



forestry, fisheries & the environment

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

INVITATION TO BID BID NUMBER: DFFE-B023 (25-26)

THE APPOINTMENT OF THE PROFESSIONAL SERVICE PROVIDER TO ASSIST DFFE WITH THE PLANNING OF REHABILITATION INTERVENTIONS IN THE WORKING FOR WETLANDS PROGRAMME FOR A PERIOD OF THREE (3) YEARS FROM 2025/2026 FINANCIAL YEAR

ENQUIRIES:

Name : SCM Officials
E-Mail : Tenders@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

THE CLOSING DATE OF THE BID: 20 MARCH 2026 AT 11:00 AM

There will be Compulsory briefing session:

Date: 03 of MARCH 2026

Time: 10:00 AM – 11:00 AM Platform: Microsoft Teams

<https://teams.microsoft.com/meet/31307834558846?p=t4iHDkFdX1ZyUZ8vLC>

**PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DEPARTMENT OF FORESTRY, FISHERIES AND THE ENVIRONMENT.					
BID NUMBER:	DFFE-B023(25-26)	CLOSING DATE:	20 MARCH 2026	CLOSING TIME:	11:00 AM
DESCRIPTION	THE APPOINTMENT OF THE PROFESSIONAL SERVICE PROVIDER TO ASSIST DFFE WITH THE PLANNING OF REHABILITATION INTERVENTIONS IN THE WORKING FOR WETLANDS PROGRAMME FOR A PERIOD OF THREE (3) YEARS FROM 2025/2026 FINANCIAL YEAR				
BID RESPONSE DOCUMENTS MUST 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	SCM Officials		CONTACT PERSON		
TELEPHONE NUMBER			TELEPHONE NUMBER		
FACSIMILE NUMBER	N/A		FACSIMILE NUMBER		
E-MAIL ADDRESS	tenders@dffe.gov.za		E-MAIL ADDRESS		
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, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4.	THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).
2.	TAX COMPLIANCE REQUIREMENTS
2.1	BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2	BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER’S PROFILE AND TAX STATUS.
2.3	APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
2.4	BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5	IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6	WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7	NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE.”

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

SIGNATURE OF BIDDER:

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

DATE:

PRICING SCHEDULE
(Professional Services)

NAME OF BIDDER:	BID NO: DFFE-B023 (25-26)
CLOSING TIME 11:00 AM	CLOSING DATE: 20 March 2026

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

DESCRIPTION: THE APPOINTMENT OF THE PROFESSIONAL SERVICE PROVIDER TO ASSIST DFFE WITH THE PLANNING OF REHABILITATION INTERVENTIONS IN THE WORKING FOR WETLANDS PROGRAMME FOR A PERIOD OF THREE (3) YEARS FROM 2025/2026 FINANCIAL YEAR

**(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. R.....

3. PERSONS WHO WILL BE INVOLVED IN THE PROJECT AND RATES APPLICABLE (CERTIFIED INVOICES MUST BE RENDERED IN TERMS HEREOF)

4. PERSON AND POSITION	HOURLY RATE	DAILY RATE
.....	R.....

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

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

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

TOTAL: R.....

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

Name of Bidder:

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

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

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

Any enquiries regarding bidding procedures may be directed to the –

Department of Forestry, Fisheries and the Environment

Contact Person: SCM Officials

E-mail: Tenders@dff.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

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

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

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

1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

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

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

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

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

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

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

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

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

$$Ps = 80 \left(1 - \frac{Pt - Pmin}{Pmin} \right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

3.2. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

3.2.1. POINTS AWARDED FOR PRICE

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

80/20

$$Ps = 80 \left(1 + \frac{Pt - Pmax}{Pmax} \right)$$

Where

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

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation **4(2); 5(2); 6(2) and 7(2)** of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
 - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system, then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

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

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

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

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

- i) The information furnished is true and correct;

- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person’s conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution, if deemed necessary.

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



**forestry, fisheries
& the environment**

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

**THE DEPARTMENT OF FORESTRY, FISHERIES AND THE ENVIRONMENT (DFFE) AS AN ORGAN OF
THE STATE SUBSCRIBES TO AND PROPAGATES THE PREFERENTIAL PROCUREMENT POLICY
FRAMEWORK ACT, 2000 (ACT NO. 5 OF 2000) AND THE PREFERENTIAL PROCUREMENT
REGULATIONS, 2022.**

TERMS OF REFERENCE

**FOR THE APPOINTMENT OF THE PROFESSIONAL SERVICE PROVIDER TO ASSIST DFFE WITH THE
PLANNING OF REHABILITATION INTERVENTIONS IN THE WORKING FOR WETLANDS
PROGRAMME FOR A PERIOD OF THREE (3) YEARS FROM 2025/2026 FINANCIAL YEAR**

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1. PURPOSE

- 1.1. To appoint a suitable Service Provider (SP) on a 3-year contract from 2025/26 financial year to assist DFFE with the planning of rehabilitation interventions for the Working for Wetlands (WfWets) Programmes for a period of three (3) years.

2. INTRODUCTION AND BACKGROUND

- 2.1. The Expanded Public Works Programme (EPWP) was adopted by the South African government in 2004 in line with the broader strategy of addressing structural poverty in South Africa (DEA, 2014). It is a nationwide government-led initiative aimed at drawing a significant number of unemployed South Africans into productive work in a manner that would enable them to gain skills and increase their capacity to earn an income. The EPWP advances the principle of government expenditure, across all three spheres (National, Provincial and Local) of Government to provide employment opportunities and skills development to the unemployed. The Department of Forestry, Fisheries and the Environment (DFFE) has implemented the Environmental Programmes (EP) which are in line with the EPWP through seeking ways to address environmental challenges as per the DFFE' strategic objectives. The EPWP provides the basis against which the EP's aims to ensure the provision of decent work and sustainable livelihoods, with a specific focus on integrated landscape management that supports resilient communities and the environment. Therefore, the programmes aim to target households in line with the EPWP principals on poverty and unemployment at local municipal level.
- 2.2. The Working for Wetlands programme, within the Department of Forestry Fisheries and the Environment manages wetland rehabilitation programmes throughout South Africa. The programme aims to fulfil the needs of ecological restoration using a social upliftment programme of government (the Expanded Public Works Programme - EPWP).
- 2.3. The programme is focused upon rehabilitation, conservation and wise use of wetlands in a manner that develops skills, creates jobs and supports small businesses. In this manner, a significant part of the unemployed are invited into the work force in a tangible way. In the course of its work, the programme enlists the services of Service Providers, who, with project teams, fulfil planned interventions on selected wetland sites throughout the country. The intensive planning for these activities needs adequate details to be used by these Service Providers and project teams.

2.4. The Working for Wetlands Programme runs from 2025/26, comprising 42 projects in 9 provinces. These projects are planned for in one-year cycles but are part of a three-year budget cycle as per the Medium-Term Expenditure Framework (MTEF) of Government. A service provider is sought to engage in planning for the programme's rehabilitation projects for three (3) business years.

2.5. The Service Provider shall, during the period allowed for the execution of the project, ensure that it is in line with but not limited to the following legislation as amended from time to time:

- The Constitution of South Africa, 1996;
- The National Environmental Management Act, 1998 (Act 107 of 1998);
- Generic Environmental Management Programme for Working for Wetlands Programme (version 0 of October 2020)
- The National Environmental Management: Biodiversity Act, 2004 (Act 10 of 2004) and applicable regulations;
- National Veld and Forest Fire Act, 1998 (Act 101 of 1998);
- Disaster Management Act, 2002 (57 of 2002);
- National Water Act, 1998 (Act 36 of 1998);
- National Forests Act, 1998 (Act 84 of 1998);
- Conservation of Agricultural Resources Act, 1983 (Act 43 of 1983);
- Mountain Catchment Areas Act, 1981 (Act 76 of 1981);
- The Public Finance Management Act, 1999 (Act No 1 of 1999) and the Treasury Regulations issued in terms thereof;
- Basic Conditions of Employment Act, 1997 (Act No 75 of 1997) (Ministerial Determination 4: Expanded Public Works Programme);
- Basic Conditions of Employment Act, 1997 (Act No 75 of 1997): Code of Good Practice and conditions of work for Expanded Public Works Programme;
- The Broad-Based Black Economic Empowerment Act, 2003 (Act No 53 of 2003);
- Preferential Procurement Policy Framework Act, 2000 (Act No 5 of 2000);
- The Prevention and Combating of Corrupt Activities Act, 2004 (Act No 12 of 2004);
- Fertilisers, Farm Feeds, Agricultural Remedies and Stock Remedies Act, 1947 (Act No 36 of 1947) and Amended Regulations Relating to Agricultural Remedy (GG No. R.5399, published 11 October 2024)
- Hazardous Substances Control Act, 1973 (Act No 15 of 1973),
- National Treasury Regulation 16A6.3, issued in terms of the Public Finance Management Act

- The Skills Development Act, 1998 (Act No. 97 of 1998) and the Skills Development Amendment Act, 2011 (Act No. 26 of 2011);
- The Reconstruction and Development Programme Fund Act, 1994 (Act No. 7 of 1994) and the Reconstruction and Development Programme Fund Amendment Act, 1998 (Act No. 79 of 1998);
- Construction Industry Development Board Act, 2000 (Act No. 38 of 2000);
- Engineering Profession Act, 2000 (Act No. 46 of 2000);
- Occupational Health and Safety Act, 1993 (Act No. 85 of 1993) and Regulations for Hazardous Chemical Agents (GG No. R 280, published 29 March 2021)”;
- Quantity Surveying Profession Act, 2000 (Act No. 49 of 2000);
- The Architectural Profession Act, 2000 (Act No. 44 of 2000);
- Landscape Architectural Professions Act, 2000 (Act No. 45 of 2000); and
- The National Small Enterprise Act No, 1996 (Act No. 102 of 1996).
- The National Qualifications Framework Act, 2008 (Act No 67 of 2008 and the NQF Amendment Act, 2019 (Act No. 12 of 2019)
- Employment Equity Act, 1998 (Act No. 55 of 1998)
- Protection of Personal Information Act, 2013 (Act No 4 of 2013); and
- Intellectual Property Rights from Publicly Financed Research and Development Act, 2008 (Act No. 51 of 2008).

3. OBJECTIVES

- 3.1. To refine the existing planning regime and undertake the necessary planning for wetland rehabilitation, deriving associated social and ecological functions and values, for the *Working for Wetlands* programme to be implemented in nine provinces within South Africa during the next three years.

4. SCOPE AND EXTENT OF WORK

- 4.1 The three projects and their specifications under this tender are available on Annexure A attached on the following link: [Annexure A Scope of work .xlsx](#)
- 4.2 Bidders should take cognisance of the fact that rehabilitation efforts are governed by national and provincial legislation, the compliance of which needs to be factored into their tender submissions.

5. EXPECTED DELIVERABLES / OUTCOMES

5.1. Project 1: Strategic Plan development

There are 9 deliverables under this project as follows:

5.1.1. Develop a list of prioritised focus areas within each province namely: Gauteng, Limpopo, Mpumalanga, KwaZulu-Natal, Free State, Eastern Cape, Western Cape, Northern Cape and North-West and their associated Districts where wetlands are prioritised specifically within each province based on decision criteria as per DFFE Policies, Standard Operating Procedures (SOPs) and the existing 5-Year Strategic Plans. The following but not limited to prioritisation themes will apply:

- Importance of wetlands for maintenance of biodiversity,
- Importance of wetlands for the provision of ecosystem services inclusive of establishing baselines for monitoring, reporting and verification of soil organic carbon where applicable (peatlands and palmiet),
- Importance of wetlands for people and livelihoods and
- Wetland rehabilitation potential.

All criteria as outlined in the existing 5-year Strategic plans must be maintained, supported by the latest established research with the addition of new policies and guidelines.

5.1.2. Utilising the prescribed format by the DFFE, review and update the existing 5-year strategic plans for Gauteng, Limpopo, Mpumalanga, KwaZulu-Natal, Free State, Eastern Cape, Western Cape, and North-West and develop one draft 5-year strategic plan for the Northern Cape.

5.1.3. Monitoring of implementation against focus areas as per the 5-year strategic plans to determine the footprint of decision criteria areas affected must be included as a Chapter in each of the final 5-year Strategic plans for each project.

5.1.4. Submission of the final 5-year strategic plans for the five-year period one for each province for nine provinces. Two printed hardcopies per strategic plan for each province must be provided as well as pdf format electronically.

5.2. Project 2: Rehabilitation plan development

There are 42 rehabilitation plans across 42 projects as per Table 1 which need to be developed under this deliverable as follows:

Table 1: List of 42 Projects requiring rehabilitation plans across each Province

Province	Project
Gauteng	Gauteng North
	Gauteng West
	2
Limpopo	Waterberg
	Nylsvley
	Sekhukhune
	Marakele
	Mapungubwe
	5
Mpumalanga	Wakkerstroom
	Highveld
	Loskop dam NR
	Verloren valei NR
	Manyaleti NR
	KNP
	6
KZN	KZN North
	Midlands
	Tembe
	Maputaland
	Mpophomeni
	Himeville
	6
Free State	Seekoeivlei
	Wilge
	Maluti
	Golden Gate
	4
Eastern Cape	Gatberg
	Matatiele
	Kolofini
	Hogsback
	Qunu
	Longmore State Forest
	6
Western Cape	Duiwenhoks
	Agulhas
	Vyeboom
	TMNP
	4
Northern Cape	Orange river mouth
	1
North-West	Rustenburg
	Borakolala
	Madikwe

	Pilansberg
	Mareetsane
	Maricho
	Molopo
	Taung
	8
Total No. of Projects	42
Total No. of Rehab plans	42

- 5.2.1. Determine Catchment-scale, wetland-specific objectives for rehabilitation determined in consultation with WfWets and Environmental Programmes branch officials within the provinces. The 42 listed projects as per Table 1 may be subject to substitution whereby priority will be given to rehabilitation sites that generate verifiable carbon credits.
- 5.2.2. Rehabilitation interventions selected and designed for each site, as per site-specific rehabilitation objectives that will be identified from infield assessment of the wetland and areas utilising WET-Health level 1 assessment with inputs from a multi-disciplinary team consisting of:
- 5.2.2.1. A Project Team Leader in the field of Environmental Science or Environmental Management or Natural Resources Management
- 5.2.2.2. A wetland and terrestrial ecologist, and/or hydrogeomorphologist where necessary,
- 5.2.2.3. A civil or structural professional engineer PrEng,
- 5.2.2.4. Two interns or junior level staff should be included to build capacity
- 5.2.2.5. The relevant provincial project manager, and
- 5.2.2.6. Where possible and appropriate, landowners and regional ecologists will be included in site visits.
- 5.2.2.7. The WfWets Planning Manager may form part of the planning team.
- 5.2.3. Intervention locations and dimensions must be recorded by the engineer in a logbook
- 5.2.4. One draft rehabilitation plan completed for each project in a standardized predetermined format, as decided upon by WfWet. These rehabilitation plans must include the following information:
- 5.2.4.1 Identification of priority wetlands and site-specific detailed rehabilitation objectives.
- 5.2.4.2 Inventory of the maintenance requirements of existing interventions within the planning area. As far as possible the structural integrity assessments for maintenance and rehabilitation planning must be combined.
- 5.2.4.3 Criteria used for choice of rehabilitation designs and sizing of structures to account for agreed return period flows where structures are not classified as drowned.
- 5.2.4.4 Ecological functioning of the systems and pesticide residue mitigation needs to be considered in designs so as to promote movement of aquatic, terrestrial and other organisms.
- 5.2.4.5 An indication of the area of current hectare equivalents, projected hectare equivalents gained, total projected hectare equivalents and the percentage increase on current hectare equivalents on

wetland functionality by the interventions being completed is to be calculated and recorded in the rehabilitation plans. The baseline of soil organic carbon of peatlands and palmiet wetlands and their projected post rehabilitation carbon credits must also be recorded where applicable.

- 5.2.4.6 An indication of the extent of land protected by sustainable land management measures and rate of reduction in land degradation is to be indicated
 - 5.2.4.7 An indication of locality and the extent in hectares of degraded terrestrial, inland water ecosystems which require land rehabilitation in order to enhance biodiversity, ecosystem functions and services, and ecological integrity and connectivity.
 - 5.2.4.8 Intervention designs including locality plots, technical drawings, bills of quantities, cost estimates and construction notes. For each project the engineer must provide setting out and signing off on all constructed interventions over any particular year with professional authority required. As far as possible the site setting out and completion sign off on interventions must be combined.
 - 5.2.4.9 Wetland assessment reports based on the information collected during the implementation of WET-Tools and the completed, wetlands survey and inspection consent (WFW001), property inspection consent (WFW002) and wetland rehabilitation activities consent (WFW003) forms.
 - 5.2.4.10 A Monitoring Logbook of completion of rehabilitation interventions against the logbooks as per all rehabilitation plans for each Province must be done and detailed records kept and shared with the DFFE throughout and upon completion of the contract.
- 5.2.5 One final rehabilitation plan completed for each project in a standardised predetermined format, as decided upon by WfWet. This would include full project details, specifications, associated drawings and maps.
- 5.2.6 A total of 42 draft and 42 final rehabilitation plans are to be completed and submitted in consecutive years across years 1, 2, and 3, respectively as per Table 1.

5.3 Project 3: Professional planning services and spatial data generation

The expected deliverables are to be provided across 52 projects (as per Table 2) in all 9 provinces for all three years of the contract.

Table 2: List of Projects where professional planning services will be required across each Province

Province	structural integrity maintenance sites	Project
Gauteng	Gauteng North	Gauteng North
	Gauteng South	Gauteng South
	Gauteng West	Gauteng West

Limpopo	Waterberg	Waterberg
	Nylsvley	Nylsvley
	Sekhukhune	Sekhukhune
	Marakele	Marakele
	Mapungubwe	Mapungubwe
	Klein Letaba	Klein Letaba
	Mutale	Mutale
	Baleni	Baleni
Mpumalanga	Wakkerstroom	Wakkerstroom
	Highveld	Highveld
	Loskop dam NR	Loskop dam NR
	Verloren valei NR	Verloren valei NR
	Manyaleti NR	Manyaleti NR
	KNP	KNP
KZN	KZN North	KZN North
	Midlands	Midlands
	Tembe	Tembe
	Maputaland	Maputaland
	Mpophomeni	Mpophomeni
	Himeville	Himeville
	Dartmoor	Dartmoor
	Sneezewood	Sneezewood
Freestate	Seekoeivlei	Seekoeivlei
	Wilge	Wilge
	Maluti	Maluti
	Golden Gate	Golden Gate
	BBG	BBG
Eastern cape	Kromme	Kromme
	Gatberg	Gatberg
	Matatiele	Matatiele
	Kolofini	Kolofini
	Tsitsikamma	Tsitsikamma
	Hogsback	Hogsback
	Qunu	Qunu

	Longmore State Forest	Longmore State Forest
Western Cape	Duiwenhoks	Duiwenhoks
	Westcoast	Westcoast
	Agulhas	Agulhas
	Vyeboom	Vyeboom
	TMNP	TMNP
Northern Cape	Orange river mouth	Orange river mouth
North-West	Rustenburg	Rustenburg
	Borakolala	Borakolala
	Madikwe	Madikwe
	Pilansberg	Pilansberg
	Mareetsane	Mareetsane
	Maricho	Maricho
	Molopo	Molopo
	Taung	Taung
Total	52	52

The expected deliverables are as follows:

- 5.3.1 Support of projects in terms of queries around rehabilitation plans. This will involve fulfilling the needs around clarity of rehabilitation plans as they are implemented.
- 5.3.2 Setting out site visits. Before commencement of Implementation, sites need to be set out by the Engineer to ensure that the interventions are in the exact position and meets the design objectives as determined on original plans.
- 5.3.3 Site visit during construction. There should be at least one site visit by the engineer to sites where the structure/s being built is in excess of R400 000 (This is to be decided upon in conjunction with the WfWet planning Manager).
- 5.3.4 Sign - off on structures. Upon completion of structures, these need to be signed off with associated professional responsibility for intervention design meeting objectives. All sites to be signed off by an Engineer who would assume the responsibility of the site designs. As far as possible the site setting out and completion sign off on interventions must be combined.
- 5.3.5 Any amendments required to design drawings must be undertaken by the Engineer and a new final drawing issued who would assume the responsibility of the site designs
- 5.3.6 From the wetlands assessments undertaken during the rehabilitation plan development, establish a baseline for ecological and hydrological characteristics of the projects. Monitor and evaluate the site for

effectiveness of the structures and all interventions, against the established baseline. The monitoring and evaluation must be performed by either a wetland ecologist or hydrogeomorphologist. This monitoring needs to connect with the broader catchment-wide monitoring system so as to build evidence for the cumulative impact of interventions, their outputs and total footprint of outcomes over time which is to be accompanied by mapping and calculations as supporting evidence. A monitoring and evaluation report must be developed and submitted for each project listed as per Table 2.

5.3.7 Compilation of Maintenance Inventory is to be compiled to secure investments on work already completed. Each structure in need of repair needs to be recorded visually against original designs and detailed maintenance guidelines relative to problem dimensions. This will need to be continuously monitored and maintained where necessary and should form part of the monitoring and evaluation reports being compiled.

5.3.8 The engineer must provide a total of 3 days per project per annum for general project planning support.

5.3.9 The engineer must provide a total of 1 day per province per annum for structural integrity maintenance requirements of historical sites. The maintenance inventory must be incorporated into the logbook. As far as possible the structural integrity assessments for maintenance and rehabilitation planning must be combined.

5.3.10 A spatial database inclusive of all polygon, point and line shapefiles, compatible with GIS (or the latest as it becomes available) must be provided in an agreed datum and projection, including coverage of:

5.3.10.1 Planned interventions within planning areas for rehabilitation interventions as well as focus areas for 5-year strategic plans,

5.3.10.2 The identified and assessed wetlands on which work is to be done with respective hydrogeomorphic (HGM) units. Wetland boundaries must be in a polygon shapefile and kml file format with a complete attribute table reflecting the information as per the rehabilitation plans

5.3.10.3 The identified and assessed wetland problems

5.4 The expected deliverables and outcomes of the work required for each of the 3 projects for the Environmental Programmes' planning of rehabilitation interventions for the Working for Wetlands Programmes is attached to this TOR and also available on the following link ([Annexure A_Scope of work .xlsx](#)).

6. PERIOD / DURATION OF PROJECT / ASSIGNMENT

- 6.1. The project must be completed within three (3) years after the signing of the SLA by both parties and the issuing of an Official Order by DFFE.

7. COSTING / COMPREHENSIVE BUDGET

- 7.1. A comprehensive offer must be provided inclusive of all costs, expenses, and all applicable taxes. Note: Travelling costs and time spent or incurred between home and the office of the Project Team and the DFFE office will not be for the account of the DFFE.
- 7.2. A comprehensive offer must be provided in the same envelope as the technical proposal inclusive of all disbursement costs, expenses, and VAT (**Annexure B** – Price Schedule /guidance: Service provider must quote for all activities as included in the Pricing Schedule unless indicated otherwise).
- 7.3. The bidder must submit a bid/quotation price that aligns with the pricing schedule in **Annexure B** and **SBD 3.3**. In the event of any discrepancies between the bid/quotation price, the price in **SBD 3.3** will take precedence.
- 7.4. DFFE reserves the right to negotiate price with a recommended service provider identified in the evaluation process without offering the same opportunity to any other bidder (s) who have not been recommended.
- 7.5. The validity period is 120 days from the closing date of the bid. The department reserves the right to extend the validity of the bid, where a written letter will be sent through to every bidder that responded to the bid. In terms of procedural fairness, the bidder will be given an opportunity to respond, in writing, to the terms and conditions of the bid and the bid price. Such acceptance of the terms and conditions of bid and bid price becomes legally binding in the procurement process. Any bidder, that did not respond to the extension of the bid validity period, in writing, WILL NOT be considered further for the bid upon expiry of the initial validity period.
- 7.6. To determine the bid price, the attached spreadsheet (**Annexure B**) needs to be completed in the prescribed format as provided. It should be submitted in hard-copy as well as on a flash drive with the tender document. This must include all costs associated to all three Projects that should be outlined under the following three deliverables for the Project, which the Department will make payments against, namely:
 - i) Strategic Plans
 - ii) Rehabilitation Plans
 - iii) Professional Planning Services and spatial data generation

NOTE: modification (Increase/ Decrease) to the given quantities on the pricing schedule is **strictly prohibited**. Bidders who fail to comply with the requirements will be considered non-responsive and not further evaluated.

8. INFORMATION SESSION

8.1. Is the briefing session applicable?

8.2. Is it a compulsory briefing session?

8.3. The briefing session will be held as follows:

Date: 25th February 2026

Time: 10am to 11am

Platform/ Venue: MS Teams Link:

<https://teams.microsoft.com/meet/37398573421182?p=38iQ3raV2MYfR6xr7I>

8.4. Request for clarification of the tender document, questions, or queries, if necessary, must be submitted to the DFFE email as listed under technical enquiries at least seven (07) calendar days before the stipulated closing date and time of the tender in writing. However, DFFE shall not be liable nor assume liability for failure to respond to any questions and/or queries raised by the bidder.

9. EVALUATION CRITERIA

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

- Phase 1: Pre-compliance.
- Phase 2: Mandatory requirement
- Phase 3: Functionality Evaluation
- Phase 4: Price and Preference Points.

9.2. PHASE 1: PRE-COMPLIANCE

9.2.1. During this phase bid documents will be reviewed to determine compliance on SCM returnable documents, tax matters, and whether proof of registration on the Central Supplier Database (CSD) has been submitted with the bid documents at the closing date and time of the bid.

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

ITEM NO.	ADMINISTRATIVE REQUIREMENTS	CHECK/ COMPLIANCE
1	Master Bid Document	Provided and bound
2	Electronic Copy (USB)	Same as the master bid document
3	SCM - SBD 1 - Invitation to Bid	Completed and signed
4	Tax Compliance and CSD Registration	Attached CSD registration number/ Proof of CSD registration and/ or SARS Tax Pin
5	SBD 3.3 or 3.1- Aligned to Annexure B Pricing Schedule	Completed
6	SCM - SBD 4 – Bidders Disclosure	Completed and signed
7	SCM - SBD 6.1 - Preference Points Claim Form in terms of the Preferential Procurement Regulations 2022	Completed and signed
8	B-BBEE	Submitted a valid B-BBEE Status Level Verification Certificate issued by SANAS, or Accredited Verification Agency, or B-BBEE Certificate issued by CIPC, or a Sworn Affidavit commissioned by the Commissioner of Oaths in the presence of the bidder.
9	In case of bids where Consortia / Joint Ventures, Consortia/ Joint Venture agreement signed by both parties must be submitted with bid proposal	JV agreement completed and signed, if applicable
10	Letter of Authority to sign documents on behalf of the company.	Completed and signed

9.3. PHASE 2: MANDATORY REQUIREMENT

9.3.1. The mandatory requirements will apply, and bidders must submit all requirements indicated hereunder with the bid documents at the closing date and time of the bid. During this evaluation phase, the bidder's responses will be evaluated based on the documents submitted under mandatory requirements.

9.3.2. Bidders who fail to comply or meet mandatory requirements will be disqualified and will not be evaluated further.

9.3.3. Bidders are required to complete a table below by answering **YES or NO** and attach proof of registration with the Engineering Council of South Africa (ECSA) listed in the table below:

REQUIREMENTS	PROOF ATTACHED:	
	YES	NO
The proposed Civil or Structural Professional Engineer MUST be registered with the Engineering Council of South Africa (ECSA) . Bidders MUST submit a copy of the registration certificate/ proof of registration.		
Attendance of the Compulsory Briefing Session <i>(NB: DFFE will verify the supplier attendance on MS Teams using the attendance register generated by the system)</i>		

9.4. **PHASE 3: FUNCTIONALITY CRITERIA**

9.4.1. Only bid proposals that meet mandatory requirements will be evaluated on functionality criteria.

9.4.2. The bidder must score a minimum of **75%** during Phase 3 (functionality) of the evaluation to qualify for Phase 4 of the evaluation where only points for price and preference points will be considered.

9.4.3. The following functionality evaluation criteria and corresponding values/ indicators will be applicable when evaluating functionality:

GUIDELINES FOR CATEGORY CRITERIA	FUNCTIONALITY:	WEIGHT
The company's experience and track record in the field of natural resources management.	The Bidder is required to demonstrate that they have past experience and competency in the field of natural resources management. Bidders must submit signed, positive reference letters from previous clients indicating the start and end date of the projects to the total value of R 10 million or above on the clients' letterheads. Each reference must include valid contact details and clearly describe the bidder's successful execution of projects, past experience and competency in wetland rehabilitation, in terms of size and complexity.	

GUIDELINES FOR CATEGORY CRITERIA	FUNCTIONALITY:		WEIGHT
	Company experience and track record	Indicator	20
	The bidder provided evidence (reference letters to the total value of R10 million or above) that highlights Service Provider's past experience and competency in Wetland rehabilitation, with similar scope in terms of size and complexity with <u>4-5 or more years</u> prior experience in this field	5	
	The bidder provided evidence (reference letters to the total value of R10 million or above) that highlights Service Provider's past experience and competency in Wetland rehabilitation, with similar scope in terms of size and complexity with <u>3-4 or more years</u> prior experience in this field.	4	
	The bidder provided evidence (reference letters to the total value of R10 million or above) that highlights Service Provider's past experience and competency in Wetland rehabilitation, with similar scope in terms of size and complexity with <u>2 -3 or more years</u> prior experience in this field	3	
	The bidder provided evidence (reference letters to the total value of R10 million or above) that highlights Service Provider's past experience and competency in Wetland rehabilitation, with similar scope in terms of size and complexity with <u>1 -2 or more years</u> prior experience in this field	2	
	The bidder provided evidence (reference letters to the total value of R10 million or above) with less than 1 year and/or no	0	

GUIDELINES FOR CATEGORY CRITERIA	FUNCTIONALITY:		WEIGHT	
	experience and competency in the field of Wetland rehabilitation, with similar scope in terms of size and complexity.			
A qualification of the Team Leader to be assigned to the project.	Bidder(s) are required to submit/ attach a copy of relevant qualification for the Project Team Leader in field of Environmental Science or Environmental Management or Natural Resources Management.		Indicator	
	Master's degree (NQF 9) qualification or above qualification(s)	5		
	Bachelor's Honours degree or Postgraduate diploma (NQF 8) qualification (s)	4		
	Bachelor's degree or Advanced Diploma (s) (NQF 7) qualification (s)	3		
	Diploma or Advanced certificate (NQF 6) qualification (s)	2		
	No qualification (s) submitted or qualification below NQF 6 submitted	0		
Experience of the Project Team Leader to be assigned to the project	Bidder(s) are required to submit/ attach a comprehensive curriculum vitae detailing relevant experience and track record of the Project Team Leader in wetland rehabilitation.		20	
	Experience of the Project Team Leader (Key Expert 1)			Indicator
	5 years or more experience	5		
	4 years and above and less than 5 years' experience	4		
	3 years and above and less than 4 years' experience	3		

GUIDELINES FOR CATEGORY CRITERIA	FUNCTIONALITY:		WEIGHT
	2 years and above and less than 3 years' experience	2	
	Less than 2 years experience or no experience	0	
A qualification of Key Expert 2 to be assigned to the project.	Bidder(s) are required to submit/ attach a copy of relevant qualification for the Key Expert 2 in the field of Civil or Structural Professional Engineering (Pr.Eng)		20
	Qualification(s) of the Key Expert 2	Indicator	
	Master's degree (NQF 9) qualification or above qualification(s)	5	
	Bachelor's Honours degree or Postgraduate diploma (NQF 8) qualification (s)	4	
	Bachelor's degree or Advanced Diploma (s) (NQF 7) qualification (s)	3	
	Diploma or Advanced certificate (NQF 6) qualification (s)	2	
	No qualification (s) submitted or qualification below NQF 6 submitted	0	
A qualification of the Key Expert 3 to be assigned to the project.	Bidder(s) are required to submit/ attach a copy of relevant qualification for the Key Expert 3 in the field of Wetland Ecology or Botany or Hydrology or Geomorphology		20
	Qualifications of the Key Expert 3	Indicator	
	Master's degree (NQF 9) qualification or above qualification(s)	5	
	Bachelor's Honours degree or Postgraduate diploma (NQF 8) qualification (s)	4	
	Bachelor's degree or Advanced Diploma (s) (NQF 7) qualification (s)	3	

GUIDELINES FOR CATEGORY CRITERIA	FUNCTIONALITY:		WEIGHT
	Diploma or Advanced certificate (NQF 6) qualification (s)	2	
	No qualification (s) submitted or qualification below NQF 6 submitted	0	
TOTAL POINTS ON FUNCTIONALITY			100

9.5. PHASE 4: PRICE AND PREFERENCE POINTS

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

PRICE AND PREFERENCE POINTS

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

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

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

- i. The applicable formula to be used is $P_s = 80[1 - (P_t - P_{min}) / P_{min}]$. Provided:

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

P_t = Price of tender under consideration; and

P_{min} = Price of the lowest applicable tender.

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

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

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

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

9.5.5. A maximum of 20 Points will be allocated for either of the specific goals on the table below:

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

>50% ownership by people with Disability
--

20

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

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

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

10. BID SUBMISSION REQUIREMENTS

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

- 10.1.1. The bidder must draft a table of contents which will indicate where each document is in the proposal.
- 10.1.2. The proposal shall be in original format and must indicate the prices on **SBD 3.3** and **Annexure B** for a detailed price schedule
- 10.1.3. **If a resource provided for the project is not assigned a role on the CV Template (Annexure C) provided by the Department, that resource will not be allocated points and if there are two different CVs for a resource, then the CV on DFFE template will take precedence.**
- 10.1.4. Project reference specifying the role played by the service provider in the listed projects or assignments.
- 10.1.5. A detailed project plan with clear indication of who will be responsible for the management of the assignment as well as its execution. The allocation of team members on the assignments should be based on the experience in delivering the scope of work as listed in Annexure A.
- 10.1.6. Standard bidding documents (SBD1, 3.3, 4 and 6.1).
- 10.1.7. Copy of Central Supplier Database (CSD)
- 10.1.8. Tax pin certificate from SARS.
- 10.1.9. Letter of Authority to sign documents on behalf of the company.

11. LEGISLATIVE FRAMEWORK OF THE BID

11.1. Tax Legislation

- 11.1.1 Bidder must at all-time be compliant when submitting a proposal to DFFE and remain compliant for the entire contract term with all applicable tax legislation, including but not limited to the Income Tax Act, 1962 (Act No. 58 of 1962) and Value Added Tax Act, 1991 (Act No. 89 of 1991).
- 11.1.2 Bidders who make taxable supplies more than R1 million in any 12-month conservative period are liable for compulsory VAT registration, but a person may also choose to register voluntarily provided that the minimum threshold of R50 000 has been exceeded in the past 12-month period.
- 11.1.3 Bidders who meet the above requirement must register as VAT vendors, if successful, within one month of award of the bid.
- 11.1.4 SARS Tax Status Pin requirements / or Central Supplier Database (CSD) number or report must be provided.

11.2. Procurement Legislation

- 11.2.1 Bidders must be cognisant of the legislation and/or standards specifically applicable to the services.
 - 11.2.2 Bidders are requested to submit a valid B-BBEE Status Level Verification Certificate issued by SANAS Accredited Verification Agency, or B-BBEE Certificate issued by CIPC, or a Sworn Affidavit commissioned by Commissioner of Oaths together with their bids. The sworn affidavit must be signed by the deponent (Bidder), in the presence of a Commissioner of Oaths where the Commissioner of Oaths must affix his/her signature, together with the stamp of the office, and affix a date on which the signature was affixed. Furthermore, the dates of the deponent and the CoO must correspond.
- 11.3. If the application is made by a Joint Venture or Partnership, the B-BBEE accreditation credentials in the name of joined entities must be submitted.
- 11.4. Privacy and Protection of Personal Information Act 4 of 2013
- 11.4.1 Protecting personal information is important to the Department of Forestry, Fisheries, and the Environment. To do so, DFFE follows general principles by applicable privacy laws and the Protection of Personal Information Act 4 of 2013 (POPIA).
 - 11.4.2 DFFE's role as the responsible party is amongst others to process personal information for the intended purpose for which it was obtained and in line with legal agreements with its respective/prospective service providers and third parties.

- 11.4.3 DFFE will process personal information only with the knowledge and authorisation of the bidder/ respondent and will treat the personal information which comes to its knowledge as confidential and will not disclose it unless so required by law or subject to the exception contained in the POPIA.
- 11.4.4 DFFE reserves all the rights afforded to it by the POPIA in the processing of any of its information as contained in this bid and the bidder/respondent is required to comply with all prescripts as detailed in the POPIA relating to all information concerning DFFE.
- 11.4.5 In responding to this bid, DFFE acknowledges that it will obtain and have access to the personal information of the bidder/ respondent. DFFE agrees that it shall only process the information disclosed by the bidder/ respondent in their response to this bid for evaluation and subsequent award of the tender and by any applicable law.

12. SPECIAL CONDITIONS OF THE CONTRACT

- 12.1. On appointment, the performance measures for the delivery of the project will be closely monitored by the DFFE.
- 12.2. The service provider/s will have weekly progress meetings for the first two months from the start of the project and then submit monthly progress reports to the Project Manager, within the stipulated date after the end of each month and quarter for the duration of the project. Failure to submit the required reports on time will result in penalties.
- 12.3. The Project Manager shall do the ongoing management of the Service Level Agreement.
- 12.4. Appointed service providers may be subjected to security vetting and screening.
- 12.5. The service provider/s must guarantee the presence of the senior in charge of fieldwork throughout the duration of the contract.
- 12.6. Before the appointment of a replacement, the Project Manager within DFFE must approve such appointment. If the senior must leave the project, a period of at least one (01) month is required, in which the senior must work parallel with the next person (senior consultant with similar expertise and equal years of experience) appointed and able to transfer skills and knowledge.
- 12.7. All the conditions specified in the **General Conditions of Contract (GCC)** will apply and where the conditions in the special conditions of contract contradict the conditions in the general conditions of contract the special conditions of contract will prevail.
- 12.8. The service provider shall notify the DFFE in writing of all subcontracts awarded under this contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the service provider from any liability or obligation under the contract.
- 12.9. The proposals should be submitted with all required information containing technical information.

- 12.10. DFFE reserves the right to reject proposals that are not submitted in the prescribed format or where information presented is illegible or incomplete and will not be evaluated further.
- 12.11. DFFE reserves the right to seek clarity, request additional information and verify documents submitted by bidders.
- 12.12. A trust, consortium, or joint venture will qualify for Preference Points if their average combined ownership is more than 50% (fifty percent) of ownership on specific goals (e.g., two or more companies claiming preference points, Ownership/ Directorship will be combined and divided by the number of companies to ascertain the preference points),
- 12.13. DFFE reserves the right to request additional information to validate any information submitted by bidders including preference points claimed.
- 12.14. If the DFFE is of the view that a Bidder submitted false information regarding a Specific Goal, the DFFE must inform the Bidder accordingly and allow the Bidder to make representations within 14 (fourteen) days as to why: -
 - 12.14.1. the Tender may not be disqualified, or, if the Tender has already been awarded to the Bidder, why the contract should not be terminated.
- 12.15. After considering the representations, the DFFE may, if it concludes that the information relating to a Specific Goal is false, disqualify the Bidder or terminate the Contract in whole or in part and if applicable, claim damages from the Bidder.
- 12.16. Poor or non-performance by the bidder will result in the cancellation of contracts.
- 12.17. Please take note that DFFE is not bound to select any of the firms submitting proposals. DFFE reserves the right not to award any of the bids and not to award the contract to the lowest bidding price.
- 12.18. DFFE will not be held responsible for any costs incurred by the service providers in the preparation, presentation, and submission of the proposal.
- 12.19. The Department will consider Company and Individual(s) (Personnel) experience and Qualifications obtained within and outside the Republic of South Africa (RSA). For evaluation purposes, qualifications obtained outside RSA must be accompanied by the SAQA Certificate of Evaluation (SCoE). The SCoE must indicate the recognition decision taken by SAQA concerning the foreign qualification and the comparability of that qualification with a South African qualification registered on the National Qualification Framework (NQF). Foreign qualifications that are not accompanied by the SCoE will not be considered for evaluation in this contract.
- 12.20. The recognition of foreign qualifications is in terms of the South African National Qualifications Framework (NQF) conducted by SAQA. SAQA derives this mandate from the NQF Act, 67 of 2008 (as amended) and performs the function according to the Policy and Criteria for Evaluating Foreign Qualifications within the South African NQF (as amended, 2017). (www.saga.org.za)”

12.21 Project Communication

The Working for Wetlands Planning Manager will serve as the focal point for the Department to communicate with the Service Provider and to facilitate any queries. The Service Provider may escalate matters to the relevant Planning Director if required.

12.22 Insurance

The Service Provider shall ensure that the Project carries the public liability, professional indemnity, contractors' risk of spread and personal accident insurance. These costs will not form part of the Project budget. Any other insurance will be at the cost of the Service Provider.

12.23 Evidence

The Service Provider shall, compile and submit a key performance report, in the prescribed format and timeframe to the Planning Manager. Any changes to reporting requirements will be timeously communicated to the SP.

12.24 Obligations of the Service Provider

12.24.1 The Service Provider shall provide the deliverables of the project in accordance with the Project Charter that is aligned to the published Project Specifications advertised with this tender and report on performance to the Department as prescribed.

12.24.2 The Service Provider shall ensure that all management/professional/skilled team members appointed by it for the delivery of its obligations, possess the appropriate knowledge, skills, and experience to undertake the work.

12.24.3 Where there are proposed changes to the management/professional/skilled team members subsequent to the start of an Agreement, the curriculum vitae of all newly proposed substitute team members shall be presented to the Planning Manager/delegated official for departmental approval prior to the commencement of the new team members' services.

12.24.4 The Service Provider guarantees that a management/professional/skilled team member with appropriate authority shall be present at each, and every meeting scheduled with the Department.

12.24.5 The Service Provider shall ensure good corporate governance as per Companies Act, 2008 (Act No. 71 of 2008) as amended in 2013 and guided by King IV report on Code of Good Corporate Governance.

12.25 Obligations of the Department

12.25.1 The Department shall, whenever requested by the Service Provider and subject to availability, provide any relevant documentation that it has in its possession, and which is reasonably required to assist the Service Provider in the performance of its obligations in terms of this Agreement. If such documentation is not provided by the Department within 14 (fourteen) working days, the Service Provider shall indicate in writing which documentation is outstanding. The Department shall only be obliged to provide that information or documentation which is relevant to this Agreement, and which is in the possession of the Department.

12.25.2 The Department reserves the right to conduct scheduled and surprise visits to the project to ensure that project planning is conducted correctly and to validate the reported data.

12.26 Completion of Projects

12.26.1 The Service Provider shall be required to submit a Project Completion Report to reconcile the project deliverables and budget/expenses over the Agreement period, in a format as prescribed by the Department, with the last invoice of the Agreement period. The final payment of 10% shall be retained by the Department until a satisfactory Project Completion Report has been submitted.

12.26.2 The Close-out Report must accompany the last invoice to process the final payment to the SP.

13. PAYMENT TERMS

13.1. The Service Provider shall provide the Department with a detailed tax invoice with supporting evidence and/or report for deliverables completed. The Department will have 30 (thirty) calendar days after receipt of the tax invoice and supporting evidence to make payment to the Service Provider. Upon receipt of the invoice, the Department will have 7 (seven) calendar days to approve such invoice and relevant evidence and/or report submitted. If the invoice together with the supporting evidence and/or report is approved, the Department shall make a direct payment to the Service Provider within the remaining 23 (twenty-three) calendar days of approval of such invoice and/or report, thus ensuring that payment of invoice is made within the 30 (thirty) calendar days timeframe

13.2. The Department shall remunerate the Service Provider for their services delivered and verified and approved by the Department, in accordance with a **Project Charter** that will be developed that is aligned to the published specifications of this tender.

- 13.3. The annual budget and targets shall be reviewed on an annual basis as per the mutually agreed detailed Project Plan that will be aligned to the published specifications of this tender.
- 13.4. The approved Project's budget for the duration of the contract period shall not be exceeded.

14. TECHNICAL ENQUIRIES

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

15. ANNEXURE B – PRICING SCHEDULE

Bidders are required to indicate their pricing on the annexure attached on the following link: [Annexure B Pricing Schedule.xlsx](#)

16. ANNEXURE C – CV TEMPLATE TO BE COMPLETED BY THE PROJECT MANAGER AND PROPOSED TEAM MEMBER OR EXPERTS

CV TEMPLATE

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

7. Education:

Year Completed	Institution	Qualification(s) obtained	NQF Level

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

Language	Reading	Speaking	Writing

9. Membership of professional bodies:

Name of professional body	Year joined	Membership Number

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

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11. Present position:

Name of Employer	
Position	
Date from - Date to	

12. Years within the institution:

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

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

14. Professional experience:

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

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

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

- (b) 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** 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
- 32. Taxes and duties** 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
- 33. National Industrial Participation (NIP) Programme** 33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
- 34 Prohibition of Restrictive practices** 34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
- 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

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



DEPARTMENT OF FORESTRY, FISHERIES AND THE ENVIRONMENT

BAS ENTITY MAINTENANCE FORM

Head Office Only

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

The Director General

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

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

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

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

Please ensure information is validate as per required bank screens .

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

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

Company / Personal Details

Registered Name	_____
Trading Name	_____
Tax Number	_____
VAT Number	_____
Title:	_____
Initials:	_____
Full Names	_____
Surname	_____
Persal Number	_____

Address Detail

	Physical	Postal								
Address <small>(Compulsory if Supplier)</small>	_____	_____								
	_____	_____								
Postal Code	<table border="1" style="display: inline-table; border-collapse: collapse;"> <tr><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td></tr> </table>					<table border="1" style="display: inline-table; border-collapse: collapse;"> <tr><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td></tr> </table>				

New Detail

New Supplier information
 Update Supplier information

Supplier Type:
 Individual
 Department
 Partnership
 Company
 Trust
 CC
 Other (Specify)

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Department Number

--	--

Supplier Account Details (To be Verified by the bank)

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

Account Name

Account Number

Branch Name

Branch Number

Bank screen info

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

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

ID Number

Passport Number

Company Registration Number / /

*CC Registration

Bank Stamp

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

Supplier Contact Details

Business

Area Code Telephone Number Extension

Home

Area Code Telephone Number Extension

Fax

Area Code Fax Number

Cell

Cell Code Cell Number

Email Address

Contact Person:

Supplier Signature

Print Name

/ /

Date (dd/mm/yyyy)

NB: All relevant fields must be completed