ADDENDUM-1

BID NO: DFFE-B009 (26-27)

BID DESCRIPTION: THE APPOINTMENT OF A SUITABLE MULTI-DISCIPLINARY BUILT ENVIRONMENT SERVICE PROVIDER, INCLUDING THE OHS AGENT, TO PROVIDE PROFESSIONAL SERVICES IN PLANNING, DESIGNING, AND MONITORING OF CONSTRUCTION FOR THE MATERIAL RECOVERY FACILITY (MRF), COMPOSTING FACILITY AND OTHER SUPPORTING STRUCTURES IN KOUGA LOCAL MUNICIPALITY IN THE EASTERN CAPE PROVINCE, FOR A PERIOD OF THIRTY-SIX (36) MONTHS

Please be advised that the Department of Forestry, Fisheries and the Environment advertised the above-mentioned tender on the 30th of September 2026, with a closing date on the 30th of October 2026.

Bidders should note that the following amendments have been made in the bid document:

Item Description	Replacement
Initial closing date 30 October 2026	Extension date 11 November 2026

forestry, fisheries & the environment

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

INVITATION TO BID

BID NUMBER: DFFE-B009 (26/27)

THE APPOINTMENT OF A SUITABLE MULTI-DISCIPLINARY BUILT ENVIRONMENT SERVICE PROVIDER, INCLUDING THE OHS AGENT, TO PROVIDE PROFESSIONAL SERVICES IN PLANNING, DESIGNING, AND MONITORING OF CONSTRUCTION FOR THE MATERIAL RECOVERY FACILITY (MRF), COMPOSTING FACILITY AND OTHER SUPPORTING STRUCTURES IN KOUGA LOCAL MUNICIPALITY IN THE EASTERN CAPE PROVINCE, FOR A PERIOD OF THIRTY-SIX (36) MONTHS

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: 11 NOVEMBER 2026 AT 11:00 AM

NB: Bidders should note that enquiries will only be allowed at least 7 days before the tender closes.

PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (*NAME OF DEPARTMENT/ PUBLIC ENTITY*)					
BID NUMBER:	DFFE-B009 (26-27)	**CLOSING DATE:**	11 NOVEMBER 2026	**CLOSING TIME:**	11:00 AM
DESCRIPTION	**THE APPOINTMENT OF A SUITABLE MULTI-DISCIPLINARY BUILT ENVIRONMENT SERVICE PROVIDER, INCLUDING THE OHS AGENT, TO PROVIDE PROFESSIONAL SERVICES IN PLANNING, DESIGNING, AND MONITORING OF CONSTRUCTION FOR THE MATERIAL RECOVERY FACILITY (MRF), COMPOSTING FACILITY AND OTHER SUPPORTING STRUCTURES IN KOUGA LOCAL MUNICIPALITY IN THE EASTERN CAPE PROVINCE, FOR A PERIOD OF THIRTY-SIX (36) MONTHS**				

BID RESPONSE DOCUMENTS MUST BE DEPOSITED IN THE BID BOX SITUATED AT *(STREET ADDRESS)*

DEPARTMENT OF FORESTRY, FISHERIES AND THE ENVIRONMENT

473 STEVE BIKO ROAD; CNR SOUTPANSBERG AND STEVE BIKO ROAD, ARCADIA PRETORIA /TSHWANE

BIDDING PROCEDURE ENQUIRIES MUST BE DIRECTED TO		**TECHNICAL ENQUIRIES MAY BE DIRECTED TO:**	
CONTACT PERSON	SCM Practitioners	CONTACT PERSON	
TELEPHONE NUMBER	012 399 9892	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
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	☐Yes ☐No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?	☐Yes ☐No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]	

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	☐ YES ☐ NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?	☐ YES ☐ NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	☐ YES ☐ NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	☐ YES ☐ NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	☐ YES ☐ NO

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

PART B
TERMS AND CONDITIONS FOR BIDDING

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

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

SIGNATURE OF BIDDER: ……

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

DATE: ……

PRICING SCHEDULE
(Professional Services)

NAME OF BIDDER: ……BID NO: DFFE-B009 (26-27)
CLOSING TIME 11:00 AM CLOSING DATE: 11 NOVEMBER 2026

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

DESCRIPTION: THE APPOINTMENT OF A SUITABLE MULTI-DISCIPLINARY BUILT ENVIRONMENT SERVICE PROVIDER, INCLUDING THE OHS AGENT, TO PROVIDE PROFESSIONAL SERVICES IN PLANNING, DESIGNING, AND MONITORING OF CONSTRUCTION FOR THE MATERIAL RECOVERY FACILITY (MRF), COMPOSTING FACILITY AND OTHER SUPPORTING STRUCTURES IN KOUGA LOCAL MUNICIPALITY IN THE EASTERN CAPE PROVINCE, FOR A PERIOD OF THIRTY-SIX (36) MONTHS

**(ALL APPLICABLE TAXES INCLUDED)

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

A. BASIC PROFESSIONAL FEES

Project Stage	Est. Cost of Work	% Fee	Offered Basic Fee	% Payment of Basic Fees	Quoted Fee per Project (Excl. VAT)
Stage 1: Inception	R29 904 490,49		R	5%	R
Stage 2: Concept & Viability				20%	R
Stage 3: Design Development				30%	R
Stage 4: Documentation & Procurement				15%	R
Stage 5: Contract Administration and Inspection				25%	R
Stage 6: Close out Stage				5%	R
A - SUBTOTAL COST FOR PROFESSIONAL FEES (EXCLUDING VAT)					**R**

B. TIME-BASED FEES AND DISBURSEMENTS

Type of Service	Unit	Quantity	Rate per Unit	Total (Excl. VAT)
Geotechnical investigations	Provisional sum	1	R	R
Mark-up for Geotechnical investigations	%		R	R
Topographical survey	Provisional sum	1	R	R
Mark-up for Topographical survey	%		R	R
Employer's Agent of the Client	Lump sum	1	R	R
Level 3 Construction Monitoring	Months	12	R	R
Occupational Health and Safety Act, 1993 (act No. 85 of 1993) and the Construction Regulations (rate to include the mark up)	Months	18	R	R
Provision of Environmental Specialist (rate to include the mark up)	Sum	1	R	R
Fee for payment of Drawings submitted to the Local Authority	Provisional sum	1	R	R
A4 Typing, copying, printing, and binding of all contract documents	Pages	300	R	R
A3 Typing, copying, printing, and binding of all contract documents	Pages	30	R	R
A0 Typing, copying, printing, and binding of all contract documents	Pages	30	R	R
Travelling and Subsistence	Sum	1	R	R
B - Subtotal COST for time-based fees and disbursements (Excluding VAT)				**R**

C. SUMMARY COSTING

SUMMARY COST	**TOTAL AMOUNT**
A - Subtotal COST for professional fees (Excluding VAT)	R
B - Subtotal COST for time based fees and disbursements (Excluding VAT)	R
Total Amount (A + B) excluding VAT and contingency	**R**

Contingency fixed @ 10%	R
Total Amount (A + B) including Contingency and Excluding VAT	**R**
VAT @ 15%	R
Total Project Cost Including VAT and Contingency	**R**

D. RATES ONLY (RATES NOT FORMING PART OF TOTAL AMOUNT QUOTED BY THE BIDDER. ONLY APPLICABLE FOR USE AS AND WHEN REQUIRED AND ON INSTRUCTED BY THE CLIENT)

TIME BASIS (RATE ONLY)	UNIT	QTY	RATE	TOTAL
ECSA Category A	Hr	1		Rate Only
ECSA Category B	Hr	1		Rate Only
ECSA Category C	Hr	1		Rate Only
ECSA Category D	Hr	1		Rate Only
SACAP Professional Architect	Hr	1		Rate Only
SACAP Professional Architectural Technologist	Hr	1		Rate Only
Professional Architectural Draughtsperson	Hr	1		Rate Only
Professional Quantity Surveyor	Hr	1		Rate Only

Any enquiries regarding bidding procedures may be directed to the –

Department of Forestry, Fisheries and the Environment

Contact Person: SCM Officials
Tel: (012) 399 9892
E-mail: Tenders@dffe.gov.za

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible impositionof administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

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

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

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

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

---

1. GENERAL CONDITIONS

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

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

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

$$\boldsymbol{Ps = 80\left(1 - \frac{Pt - P\,min}{P\,min}\right)}$$

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

$$\boldsymbol{Ps = 80\left(1 + \frac{Pt - P\,max}{P\,max}\right)}$$

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.

.....

SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME: .....

DATE: .....

ADDRESS: .....

.....

.....

.....

forestry, fisheries & the environment

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

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

TERMS OF REFERENCE

FOR THE APPOINTMENT OF A SUITABLE MULTI-DISCIPLINARY BUILT ENVIRONMENT SERVICE PROVIDER, INCLUDING THE OHS AGENT, TO PROVIDE PROFESSIONAL SERVICES IN PLANNING, DESIGNING, AND MONITORING OF CONSTRUCTION FOR THE MATERIAL RECOVERY FACILITY (MRF), COMPOSTING FACILITY AND OTHER SUPPORTING STRUCTURES IN KOUGA LOCAL MUNICIPALITY IN THE EASTERN CAPE PROVINCE, FOR A PERIOD OF THIRTY-SIX (36) MONTHS

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1 PURPOSE

1.1. To appoint a suitable multi-disciplinary built environment service provider, including the Occupational Health and Safety (OHS) Agent to provide professional services in planning, designing, and monitoring of construction for the material recovery facility (MRF), composting facility, and other supporting infrastructure in Kouga Local Municipality in the Eastern Cape Province, for a period of thirty-six (36) Months.

2 INTRODUCTION AND BACKGROUND

2.1 The Department of Forestry, Fisheries and the Environment (DFFE), as the custodian of the National Waste Management Strategy (NWMS) and the Extended Producer Responsibility (EPR) regulatory framework in terms of the National Environmental Management: Waste Act (NEMWA), is mandated to lead South Africa's transition towards an integrated, sustainable, and circular waste management system. The NWMS (2020) serves as a comprehensive policy framework that embeds the core elements of waste minimisation, improved service delivery, circular economy principles, compliance monitoring, and inclusive participation in the waste economy.

2.2 Pillar 2 of the NWMS (2020) emphasizes that "all South Africans should live in clean communities with well-managed and financially sustainable waste services." Key interventions under this pillar include the separation of waste at source, the safe and environmentally sustainable disposal of hazardous household waste, and effective integrated waste management planning. Pillar 3 focuses on mainstreaming waste awareness and fostering a culture of compliance, aiming for zero tolerance of pollution, litter, and illegal dumping. It includes interventions to "reduce pollution, littering, and illegal dumping". This strategy aligns the Department's approach to waste management with the objectives outlined in South Africa's National Development Plan: Vision 2030. Furthermore, in line with the South African government's commitment to global sustainability, we are signatories to the United Nations Sustainable Development Goals, particularly SDG12, which seeks to "ensure sustainable consumption and production patterns."

2.3 In advancing the implementation of the NWMS, the Department has prioritised the development of municipal waste management infrastructure as a strategic intervention to divert waste from landfill and unlock economic value within the waste sector. This includes targeted investments in Material Recovery Facilities (MRFs), buy-back centres, and recycling infrastructure such as pelletisation plants and composting facilities. However, the long-term sustainability and developmental impact of these interventions rely not only on the provision of infrastructure, but critically on the operational viability of facilities, institutional capacity at municipal level, and effective integration into downstream markets and value chains.

2.4 Within this context, the Branch: Chemicals and Waste Management (CWM) is advancing a sustainability-centred approach that integrates infrastructure delivery with EPR-driven support mechanisms. This approach aims to ensure that waste management facilities are not only constructed and handed over to beneficiary municipalities, but are fully operationalised, financially sustainable, and embedded within local economic ecosystems. A key component of this approach is the provision of targeted business development support, skills development, and training programmes for SMMEs and cooperatives, enabling effective facility management, material processing, and value addition within recycling value chains.

2.5 One of the initiated interventions entails the establishment of a Material Recovery Facility (MRF) within Kouga Local Municipality (KLM), located in the Sarah Baartman District Municipality (SBDM) in the Eastern Cape Province. According to the municipality's endorsed Integrated Waste Management Plan (IWMP) (2025–2030), waste recycling activities within the municipality remain limited, and the waste management system is characterised by several challenges, including persistent illegal dumping, the absence of a dedicated capital budget for waste management, and constraints in implementing capital projects identified in the Integrated Development Plan (IDP) due to budgetary limitations. These challenges have resulted in significant gaps within the municipal waste management system, emphasizing the need for improved waste minimisation, expanded recycling initiatives, and increased diversion of waste from landfill. The proposed intervention therefore seeks to address these systemic shortcomings by strengthening waste management infrastructure, enabling compliance with national waste management objectives, and supporting a transition towards sustainable and circular waste management practices within the municipality.

2.6 In addition to increased landfill diversion through the recovery, reuse, and recycling of priority waste streams, the aim is to also promote waste separation at source. It is expected to strengthen municipal capacity for waste sorting and material beneficiation, extend landfill lifespan, and support job creation and economic participation by local SMMEs, cooperatives, and waste pickers. The introduction of such infrastructure is further anticipated to enhance value addition, market readiness of recovered materials, and alignment with the National Waste Management Strategy and EPR objectives within the municipality.

3 OBJECTIVES

The appointed service provider will be required to:

3.1. Provide the following professional services for the project:

i. Architectural Services

ii. Structural Engineering Services
iii. Civil Engineering Services
iv. Quantity Surveying Services
v. Electrical Engineering Services
vi. Occupational Health and Safety Agent Services

3.2 To undertake all planning, design, and construction monitoring activities necessary for the implementation of the project for the construction of a Material Recovery Facility (MRF), Composting Facility, and associated supporting infrastructure in the Kouga Local Municipality, Eastern Cape Province.

4 LOCATION FOR THE WORKS

The project is located in Humansdorp, under the Kouga Local Municipality within the Eastern Cape province in South Africa. The site co-ordinates are: -34.017215 S, 24.773648 E.

Figure 1: Indicates the Humansdorp Landfill Site

5 SCOPE AND EXTENT OF WORK

5.1. The appointed service provider will be expected to deliver the following:

5.1.1 **Humansdorp/ Kwa- Nomzamo – Humansdorp Landfill site**

The appointed service provider shall provide professional services for the planning, design, and monitoring of construction of the following infrastructure and associated services:

i. Development of a site masterplan (including site survey);
ii. Planning, design, and monitoring of construction of a new 500m^2 dirty Material Recovery Facility (dMRF) and it's process flow;
iii. Planning, design, and monitoring of construction of a new 220m^2 administrative and training block accommodating three administrative offices, one boardroom (10 persons), one training room (20 persons), ablution facilities with 4x toilets, 2x showers and 2x change rooms, and a hot water supply, and parking facilities;
iv. Planning, design, and monitoring of construction of a new 500m^2 composting and chipping site;
v. Planning, design, and monitoring of construction of a new 9m^2 guard house;
vi. Planning, design, and monitoring of construction of a new 22,4m^2 ramp/drop-off platform;
vii. Planning, design, and monitoring of construction of a new 1930m long x 2.4m high horizontal high security wall panels (6m slabs in H columns) fencing and automated gate for the MRF and the landfill site;
viii. Planning, design, and monitoring of an off-grid solar power system installation;
ix. Planning, design, and monitoring of the installation of electrical reticulation;
x. Planning, design, and monitoring of construction of the sewer and water reticulation infrastructure; and
xi. Planning, design, and monitoring of construction for the installation of a new 18m x 4m weighbridge

6 EXPECTED DELIVERABLES / OUTCOMES

6.1 To fulfil the scope of work defined under Section 5 above, the Service Provider will be required to provide multidisciplinary built environment professional services, with the Occupational Health and Safety (OHS) Agent involved from the inception stage and responsible for all OHS-related aspects of the project.

6.2 All deliverables shall be aligned to the applicable project stages and shall support the planning, design, and monitoring of construction of the proposed project, as detailed in the table below:

STAGE 1. Project Inception	
Typical Activities	**Typical Deliverables**
i. Facilitate the development of a clear project brief. ii. Attend project initiation meetings. iii. Advise on procurement policy for the project.	• Project Brief • Agreed scope of work and scope of services. • Project procurement policy

iv. Advise on the rights, constraints, consents, and approval. v. Define the scope of services and scope of work required. vi. Conclude the terms of the agreement with the client. vii. Advise on the necessary surveys, analyses, tests and site or other investigations where such information will be required for Stage 2 including the availability and location of infrastructure and services. viii. Determine the extent of information, data, drawings, and plans relating to the project available at commencement. ix. Provide necessary information within the agreed scope of the project to other consultants involved. x. Assist the client in the procurement of the other consultants including the clear definition of their roles and responsibilities. xi. Communicate the project brief to the other consultants. xii. Agree on the format and procedures for cost control and reporting by the other consultants.	• Procurement Strategy • Signed agreements– procurement, maintenance, etc (owning entity and department) • Schedule of consents and approvals • Inception Report • Schedule of required surveys, investigations, tests, and any reports • Record of all meetings • Project Charter • **Approval by client and Owning Entity to proceed to Stage 2**
STAGE 2. Concept and Viability	
Typical Activities	**Typical Deliverables**
i. Advise the client on the requirement to appoint a health and safety consultant. ii. Develop the concept and viability. iii. Develop the project Risk Management Plan iv. Identify and manage the specialist studies. v. Prepare a documentation and indicative construction programme vi. Co-ordinate the concept and viability documentation for presentation to the client for approval	• Condition assessment reports (where applicable) • Indicative project documentation and construction programme • Project Execution plan • Project Viability and Budgetary constraints • Preliminary reports for Identified specialist studies • Preliminary design report

vii. Facilitate the approval of the concept and viability by the client and statutory authorities.	• Preliminary Estimate and clear cash flow projections • Project Risk Management Register • **Approval by client and Owning Entity to proceed to Stage 3**
STAGE 3. Detailed Design / Design Development	
Typical Activities	**Typical Deliverables**
i. Agree and implement communication processes and procedures for the design development of the project. ii. Prepare, co-ordinate, agree and monitor a detailed design and documentation programme iii. Conduct and record design and management meetings. iv. Facilitate design reviews for compliance and cost control. v. Facilitate timeous technical co-ordination. vi. Facilitate client approval of all Stage 3 documentation. vii. Submit the necessary design documentation to local and other authorities for approval.	• Final reports for Identified specialist studies • Detailed design report (including all project disciplines) • Detailed design drawings (including all project disciplines) • Outline technical specifications. • Health & Safety Specification • Baseline Risk Assessment • Local and other authority submission drawings and Reports – Approved drawings • Detailed estimates of construction costs (Bill of Quantities) • Record of all meetings • **Approval by client Owning Entity to proceed to Stage 4**
STAGE 4. Tender Documentation and Construction Procurement	

Typical Activities	Typical Deliverables
i. Recommend and agree the procurement strategy for contractors, subcontractors, and suppliers with the client. ii. Prepare and agree the project procurement programme. iii. Advise the client, in conjunction with the other consultants, on the appropriate insurances. iv. Advise the client on the suitable construction contract. v. Co-ordinate and prepare the procurement documentation in accordance with the project procurement programme. vi. Manage the procurement process and recommend contractors for approval by the client. vii. Agree the format and procedures for monitoring and control by the cost consultants of the cost of the works. viii. Co-ordinate and compile contract documentation for signature.	• Approved Tender documentation (Tender drawings, Bill of quantities, Baseline risk assessment, Health and Safety specifications etc. (for all project disciplines) • Updated procurement strategy • Procurement programme • Tender/contract conditions. • Record of all meetings • Tender Evaluation Report • Obtain approval by client of tender recommendation(s) • Contract documentation ready for signature
STAGE 5. Contract Administration and Inspection	
Typical Activities	**Typical Deliverables**
i. Arrange the site handover to the contractor. ii. Establish the construction documentation issue process. iii. Agree and monitor the issue and distribution of construction documentation. iv. Conduct and record regular site meetings. v. Monitor, review, and approve the preparation of the construction programme by the contractor. vi. Regularly monitor the performance of the contractor against the construction programme vii. Adjudicate entitlements that arise from changes required to the construction programme	• Signed contracts. • Approved construction programme • Approved Health & Safety File • Approved Quality Assurance Plan • Approved contractual claims. • Construction documentation schedule • Payment certificates • Progress reports (Before and After photographic evidence) • Quality control documentation

viii. Receive, co-ordinate and monitor approval of all contract documentation provided by the contractor(s) ix. Agree the quality assurance procedures and monitor the implementation thereof by the other consultants and contractors. x. Monitor the preparation and auditing of the contractor's health and safety plan and approval thereof by the health and safety consultant. i. Monitor the preparation of the environmental management plan by the environment consultant. ii. Establish procedures for monitoring scope and cost variations. iii. Monitor, review, approve, and issue certificates. iv. Receive, review, and adjudicate any contractual claims. v. Monitor the preparation of financial control reports by other consultants. vi. Prepare and submit progress reports. vii. Facilitate and expedite occupation certificates. viii. Coordinate, monitor and issue the practical completion lists and the certificate of practical completion. ix. Submit progress reports in the format that is approved by the client.	• OHS audit reports (where applicable) • Record of meetings • Certificate(s) of practical completion
STAGE 6. Close out	
Typical Activities	**Typical Deliverables**
i. Co-ordinate and monitor the rectification of defects. ii. Manage the conclusion and procurement of operations and maintenance contracts, manuals, guarantees and warranties. iii. Manage the preparation as-built drawings, documentation, training of staff.	• Completion certificates • Maintenance Plan/ Manuals/ Guarantees/ Warranties • As-built drawings • Consolidated SHEQ file • Final account • Record of necessary meetings • Project closeout report

iv.	Manage the procurement of outstanding statutory certificates.	
v.	Monitor, review, and issue payment certificates.	
vi.	Issue the completion certificates.	
vii.	Agree on the project's final accounts.	
viii.	Lessons learned workshop	
ix.	Prepare and present the project closeout report	

6.3 Additional services will include but not limited to the following:

6.3.1 Level 3/Full-time construction monitoring;

6.3.2 Act as an "Agent" of the client to undertake duties falling under the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993) and the Construction Regulations in terms thereof, on behalf of the Client;

6.3.3 Employer's Agent of the client;

6.3.4 Conducting a Geotechnical investigation;

6.3.5 Conducting a Topographical survey;

6.3.6 Environmental services where they are required;

6.3.7 Hand over the completed facilities to the owning entity in a template approved by the Department.

6.4 Progress Meetings:

6.4.1 The Tenderer shall meet formally with the Employer monthly to discuss progress on the project. The Employer may ask for additional meetings in the event of progress being behind the approved programme. All meetings shall take place at a convenient place within the Municipality area. The meetings shall continue during the construction stage, specifically presenting cost forecasts to the Employer and highlighting any technical or contractual issues.

6.4.2 All the cost of attending the first two progress meetings per month is deemed to be included in the Tender percentage fee for the various stages of the project.

7 PERIOD / DURATION OF PROJECT / ASSIGNMENT

7.1 The project must be completed within thirty-six (36) months after the issuing of an Official Order by DFFE.

7.2 The duration of this project will be until the expiry of the defect liability period. It is expected that the service provider should adhere to the following estimated but not exceeding timelines for each milestone:

Milestones	Duration
Inception, concept and viability and detailed design	Twelve (12) months
Tender documentation and Contractor Procurement	Six (06) months
Construction Monitoring	Twelve (12) months
Project Close-out (including the defects liability period)	Six (06) months

8 COSTING / COMPREHENSIVE BUDGET

8.1 A comprehensive offer must be provided inclusive of all costs, expenses, and all applicable taxes. Note: Travelling costs and time spent or incurred between the office of the Service Provider and the DFFE office will not be for the account of the DFFE.

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

8.3 The bidder must submit a bid/quotation price that aligns with the pricing schedule in Annexure A and SBD 3.3. In the event of any discrepancies between Annexure A and SBD 3.3 price, the price in 3.3 will take precedence.

8.4 The 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.

8.5 The validity period is 120 calendar 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.

9 INFORMATION SESSION

9.1 Is the briefing session applicable?	**Yes**
9.2 Is it a compulsory briefing session?	**Yes**

9.3 The briefing session will be held as follows:

Date: 09 October 2026

Time: 10:00am

- Platform/ Venue: **Kouga Municipality**, Humansdorp Council Chamber, 22 du Plessis street, Humansdorp, Jeffreys Bay. GPS Location: -**34.028028, 24.771083**
- Site: **Humansdorp/ Kwa-Nomzamo – Humansdorp Landfill Site**, Felix Street, Humansdorp, Eastern Cape. GPS Location: **34.017215 S, 24.773648**

9.3.1 For a physical compulsory briefing session, bidders must fully complete and sign the attendance register. During the evaluation phase, bidders will be evaluated based on their attendance at the compulsory briefing session. Non-attendance will result in disqualification, and the bidder will not be evaluated further.

9.3.2 Request for clarification of the tender document, questions, or queries, if necessary, must be submitted to the DFFE email: Tenders@dffe.gov.za 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.

10 EVALUATION CRITERIA

10.1 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.

10.2 PHASE 1: PRE-COMPLIANCE

10.2.1 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.

10.2.2 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	B-BBBE Certificate or Sworn Affidavit	Valid B-BBEE Status Level Verification Certificate issued by SANAS, or Accredited Verification Agency, or B-

ITEM NO.	ADMINISTRATIVE REQUIREMENTS	CHECK/ COMPLIANCE
		BBEE Certificate issued by CIPC, or a Sworn Affidavit commissioned by the Commissioner of Oaths together with their bids and CSD report
4	Tax Compliance and CSD Registration	CSD supplier number/ CSD registration report and/ or SARS Tax Pin
5	SCM - SBD 1 - Invitation to Bid	Completed and signed
6	SBD 3.3 - Aligned to **Annexure A** Pricing Schedule	Completed
7	SCM - SBD 4 – Bidders Disclosure	Completed and signed
~~8~~	SCM - SBD 6.1 - Preference Points Claim Form in terms of the Preferential Procurement Regulations 2022	Completed and signed
9	In case of bids where Consortia / Joint Ventures, Consortia/ Joint Venture agreement signed by both parties, that agreement 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.	Signed
11	Consent and Indemnity Form - Annexure C	Completed and signed

10.3 PHASE 2: MANDATORY REQUIREMENT

10.3.1 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.

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

REQUIREMENTS	
A bidder must have a minimum of R4 million indemnity insurance cover. **Attach a valid Professional Indemnity Insurance Certificate, or Schedule of Insurance, or a letter from the insurer confirming a minimum indemnity cover of R4 million.**	
Bidders MUST submit copy of the original professional registration certificates listed below. **NB: Seven (7) distinct individuals below are required to be evaluated against the seven (7) mandatory requirements. Only those same individuals who meet the mandatory requirements will be considered for the functionality evaluation.**	
No.1	The proposed Project Lead Engineer MUST have a valid Engineering Council of South Africa (ECSA) registration as a Professional Engineer (Pr. Eng.) or Professional Engineering Technologist (Pr. Tech. Eng.)
No.2	The proposed Structural Engineer MUST have a valid Engineering Council of South Africa (ECSA) registration as a Professional Engineer (Pr. Eng.) or Professional Engineering Technologist (Pr. Tech. Eng.)
No.3	The proposed Civil Engineer MUST have a valid Engineering Council of South Africa (ECSA) registration as a Professional Engineer (Pr. Eng.) or Professional Engineering Technologist (Pr. Tech. Eng.)
No.4	The proposed Professional Architect /Professional Architectural Technologist MUST have a valid South African Council for the Architectural Profession (SACAP) registration
No.5	The proposed Quantity Surveyor MUST have a valid South African Council for the Quantity Surveying Profession (SACQSP) registration
No.6	The proposed Electrical Engineer MUST have a valid Engineering Council of South Africa (ECSA) registration as a Professional Engineer (Pr. Eng.) or Professional Engineering Technologist (Pr. Tech. Eng.)
No.7	The proposed Occupational Health and Safety Agent MUST have a valid South African Council for the Project and Construction Management Professions (SACPCMP) registration

10.4 PHASE 3: FUNCTIONALITY CRITERIA

10.4.1 Only bid proposals that meet mandatory requirement will be evaluated on functionality criteria.

10.4.2 The bidder must score a minimum of **60 %** 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.

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

GUIDELINES FOR CATEGORY CRITERIA	FUNCTIONALITY: (GUIDELINES FOR CRITERIA APPLICATION)		WEIGHT
A proposed project plan, methodology and project management approach for the planning, design, and construction monitoring	**Bidders are required to provide a detailed project plan with intermediate, and final outputs and identified timeframes/ milestones of proposed methodology outlining how the works will be executed for the planning, design, and construction monitoring. The project plan approach must also include a clear project organogram or team composition illustrating the proposed project team structure. The organogram must clearly identify the individual proposed for each mandatory discipline and the corresponding CV submitted for evaluation.** **A proposed project plan, methodology and project management approach for the planning, design, and construction monitoring which covers the following sub-heading** • **Structured Work Breakdown: A detailed and logical breakdown of tasks and activities.** • **Defined Objectives: Stated, measurable, and achievable objectives.** • **Milestones and Deliverables: Specific, time-bound milestones with corresponding deliverables.** • **Detailed Timeframes: A project schedule outlining task durations, dependencies, and deadlines.** • **Resource Allocation: Identification of required personnel, tools, and resources per task.** • **Risk Management Approach: Identification of potential risks with proposed mitigation measures.**		
	Project plan, methodology and project management approach for the planning, design, and construction monitoring	**Indicator**	**10**
	Project Plan and methodology which covers all six sub-heading with the indicated content as listed above	5	

GUIDELINES FOR CATEGORY CRITERIA	FUNCTIONALITY: (GUIDELINES FOR CRITERIA APPLICATION)		WEIGHT
	Project Plan and methodology which covers five sub-heading with the indicated content as listed above	4	
	Project Plan and methodology which covers four sub-heading with the indicated content as listed above	3	
	Project Plan and methodology which covers less than four sub-heading with the indicated content as listed above	0	
Bidder(s) are required to demonstrate that they have the necessary resources and technical expertise to undertake and successfully complete the project.			
Experience of PROJECT LEAD ENGINEER to be assigned to the project	**Bidder(s) are required to submit/ attach a comprehensive curriculum vitae , detailing experience and track record of the Project Lead Engineer in built environment projects management and leading multi-disciplinary teams (Required experience should be post-registration)**	**Indicator**	**15**
	10 years or more years of experience	5	
	8 years or more, but less than 10 years of experience.	4	
	6 years or more, but less than 8 years of experience.	3	
	4 years or more, but less than 6 years of experience.	2	
	2 years or more, but less than 4 years of experience.	1	
	Less than 2 years of experience/ no experience	0	

GUIDELINES FOR CATEGORY CRITERIA	FUNCTIONALITY: (GUIDELINES FOR CRITERIA APPLICATION)		WEIGHT
Experience and track record of Team member 1 (STRUCTURAL ENGINEER) to be assigned to the project	**Bidder(s) are required to submit/ attach a comprehensive curriculum vitae detailing experience and track record of the Structural Engineer in Structural Engineering services for built environment projects (Required experience should be post-registration)**	**Indicator**	**10**
	10 years or more of experience	5	
	8 years or more, but less than 10 years of experience.	4	
	6 years or more, but less than 8 years of experience.	3	
	4 years or more, but less than 6 years of experience.	2	
	2 years or more, but less than 4 years of experience.	1	
	Less than 2 years of experience/ no experience	0	
Experience and track record of Team member 2 (CIVIL ENGINEER) to be assigned to the project	**Bidder(s) are required to submit/ attach a comprehensive curriculum vitae detailing experience and track record of the Civil Engineer in Civil Engineering services for built environment projects (Required experience should be post-registration)**	**Indicator**	**10**
	10 years' experience and more	5	
	8 years or more, but less than 10 years of experience.	4	
	6 years or more, but less than 8 years of experience.	3	

GUIDELINES FOR CATEGORY CRITERIA	FUNCTIONALITY: (GUIDELINES FOR CRITERIA APPLICATION)		WEIGHT
	4 years or more, but less than 6 years of experience.	2	
	2 years or more, but less than 4 years of experience.	1	
	Less than 2 years of experience/ no experience	0	
Experience and track record of Team member 3 (ARCHITECT/ARCHITECTURAL TECHNOLOGIST) to be assigned to the project	**Bidder(s) are required to submit/ attach a comprehensive curriculum vitae detailing experience and track record of the Architect / Architectural Technologist in architectural services for built environment projects (Required experience should be post-registration)**	**Indicator**	**10**
	10 years or more, of experience	5	
	8 years or more, but less than 10 years of experience.	4	
	6 years or more, but less than 8 years of experience.	3	
	4 years or more, but less than 6 years of experience.	2	
	2 years or more, but less than 4 years of experience.	1	
	Less than 2 years of experience/ no experience	0	
Experience and track record of Team member 4 (QUANTITY SURVEYOR) to be assigned to the project	**Bidder(s) are required to submit/ attach a comprehensive curriculum vitae detailing experience and track record of the Quantity Surveyor in Quantity Surveying services for built environment projects**	**Indicator**	

GUIDELINES FOR CATEGORY CRITERIA	FUNCTIONALITY: (GUIDELINES FOR CRITERIA APPLICATION)		WEIGHT
	(Required experience should be post-registration)		**10**
	7 years or more of experience	5	
	6 years or more, but less than 7 years of experience.	4	
	5 years or more, but less than 6 years of experience.	3	
	4 years or more, but less than 5 years of experience.	2	
	2 years or more, but less than 4 years of experience.	1	
	Less than 2 years of experience/ no experience	0	
Experience and track record of Team member 5 (ELECTRICAL ENGINEER) to be assigned to the project	**Bidder(s) are required to submit/ attach a comprehensive curriculum vitae detailing experience and track record of the Electrical Engineer in Electrical Engineering services for built environment projects (Required experience should be post-registration)**	**Indicator**	**10**
	5 years or more of experience	5	
	4 years or more, but less than 5 years of experience.	4	
	3 years or more, but less than 4 years of experience.	3	
	2 years or more, but less than 3 years of experience.	2	
	1 year or more, but less than 2 years of experience.	1	
	Less than 1 year of experience/ no experience	0	

GUIDELINES FOR CATEGORY CRITERIA	FUNCTIONALITY: (GUIDELINES FOR CRITERIA APPLICATION)		WEIGHT
Experience and track record of Team member 6 (OCCUPATIONAL HEALTH AND SAFETY (OHS) AGENT) to be assigned to the project	**Bidder(s) are required to submit/ attach a comprehensive curriculum vitae detailing experience and track record of the OHS Agent in multidisciplinary engineering or built environment projects (Required experience should be post-registration)**	**Indicator**	**10**
	5 years or more of experience	5	
	4 years or more, but less than 5 years of experience.	4	
	3 years or more, but less than 4 years of experience.	3	
	2 years or more, but less than 3 years of experience.	2	
	1 year or more, but less than 2 years of experience.	1	
	Less than 1 year of experience/ no experience	0	
The service provider's experience and track record in managing and coordinating multidisciplinary construction projects, including planning,	**Bidder(s) are required to demonstrate experience and competency in similar projects where positive performance rating reference letters has been granted contracting institution.** **Bidder(s) are required to submit reliable, and duly signed positive reference letters for completed projects, issued on the client's official company letterhead. The reference letters must clearly describe the services rendered and provide an assessment of the bidder's performance.**		
	Company experience in successfully executed projects of a similar scope of work in planning,	**Indicator**	

GUIDELINES FOR CATEGORY CRITERIA	FUNCTIONALITY: (GUIDELINES FOR CRITERIA APPLICATION)		WEIGHT
design, and construction monitoring services	**design, and construction monitoring**		**15**
	5 successfully completed projects of a similar scope of work with 5 duly signed positive reference letters or more	5	
	4 successfully completed projects of a similar scope of work with 4 duly signed positive reference letters	4	
	3 successfully completed projects of a similar scope of work with 3 duly signed positive reference letters	3	
	2 successfully completed projects of a similar scope of work with 2 duly signed positive reference letters	2	
	1 successfully completed projects of a similar scope of work with 1 duly signed positive reference letters	1	
	No successfully completed project of a similar scope of work	0	
TOTAL POINTS ON FUNCTIONALITY			**100**

10.5 PHASE 3: PRICE AND PREFERENCE POINTS

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

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

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

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

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

Pt = Price of tender under consideration; and

Pmin = Price of the lowest applicable tender.

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

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

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

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

10.5.4 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

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

a) Submit a complete and signed SBD 6.1,

b) Submit a valid B-BBEE Status Level Verification Certificate issued by SANAS, or Accredited Verification Agency, or B-BBEE Certificate issued by CIPC, or a Sworn Affidavit commissioned by the Commissioner of Oaths together with their bids.

c) Submit CSD Registration Report or CSD number/ 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.

11 BID SUBMISSION REQUIREMENTS

11.1 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:

11.1.1 The bidder must draft a table of contents which will indicate where each document is in the proposal.

11.1.2 The proposal shall consist of one (01) master original document and must clearly indicate the prices on SBD 3.3 and Annexure A (where applicable) for detailed price schedule. The same proposal shall be submitted as electronic copy in a USB.

11.1.3 The information in the CVs of all proposed key personnel/specialists should include relevant experience in the chosen area of expertise.

11.1.4 If a resource provided for the project is not assigned a role on the CV Template (Annexure B) provided by the Department and/or the project plan submitted under the functionality criteria, that resource will not be allocated points and if there are two different CVs for a resource and the information contained therein is different, inconsistent, or contradictory, then the CV on DFFE template will take precedence.

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

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

11.1.7 Standard bidding documents (SBD1, 3.3, 4 and 6.1).

11.1.8 Copy of Central Supplier Database (CSD) report or tax pin certificate from SARS.

11.1.9 Letter of Authority to sign documents on behalf of the company.

11.1.10 Consent and Indemnity Form - Annexure C

12 LEGISLATIVE FRAMEWORK OF THE BID

12.1 Tax Legislation

12.1.1 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).

12.1.2 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.

12.1.3 Bidders who meet the above requirement must register as VAT vendors, if successful, within one month of award of the bid.

12.1.4 SARS Tax Status Pin requirements / or Central Supplier Database (CSD) number or report must be provided.

12.2 Procurement Legislation

12.2.1 Bidders must be cognisant of the legislation and/or standards specifically applicable to the services.

12.2.2 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

12.2.3 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. Bidders are required to submit a consolidated B-BBEE certificate, issued by a SANAS-accredited service provider, to verify their collective B-BBEE status. The joint venture must meet the requirements of the proposal

12.3 Privacy and Protection of Personal Information Act 4 of 2013

12.3.1 Protecting personal information is important to the Department of Forestry, Fisheries, and the Environment. To do so, the DFFE follows general principles by applicable privacy laws and the Protection of Personal Information Act 4 of 2013 (POPIA).

12.3.2 The 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.

12.3.3 The 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.

12.3.4 The 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 the DFFE.

12.3.5 In responding to this bid, the DFFE acknowledges that it will obtain and have access to the personal information of the bidder/ respondent. The 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.

13 SPECIAL CONDITIONS OF THE CONTRACT

13.1 On appointment, the performance measures for the delivery of the project will be closely monitored by the DFFE.

13.2 The service provider/s will have monthly progress meetings 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,

for the duration of the project. Failure to submit the required reports on time will result in penalties as outlined in the Memorandum of Agreement.

13.3 The Project Manager shall do the ongoing management of the Service Level Agreement.

13.4 Appointed service providers may be subjected to security vetting and screening.

13.5 The service provider/s must guarantee the presence of the senior in charge of fieldwork throughout the duration of the contract.

13.6 Before the appointment of a replacement, the Project Manager must approve such appointment. If the senior must leave the project, a period of at least one (01) month is required, in which the senior must work parallel with the next person (senior consultant with similar expertise and equal years of experience) appointed and able to transfer skills and knowledge.

13.7 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.

13.8 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.

13.9 The proposals should be submitted with all required information containing technical information.

13.10 Failure to submit a proposal in the prescribed format shall not, on its own, result in disqualification, provided that all required information is submitted and the proposal remains fully responsive to the bid requirements. Material omissions that prevent proper evaluation may result in disqualification.

13.11 DFFE reserves the right to seek clarity, request additional information and verify documents submitted by bidders. Bidders who fail to provide the requested information within the prescribed timeframe may be disqualified and not be evaluated further or forfeit points.

13.12 A trust, consortium, or joint venture will qualify for Preference Points if their consolidated BBBEE certificate combined ownership is more than 50% (fifty percent) of ownership on specific goals (e.g., two or more companies claiming preference points) Bidders will forfeit the preference points for non-submission combined BBBEE certificates

13.13 DFFE reserves the right to request additional information to validate any information submitted by bidders including preference points claimed. Bidders who fail to provide the requested information within the prescribed timeframe will forfeit the preference points.

13.14 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: -

13.14.1 the Tender may not be disqualified, or,

13.14.2 if the Tender has already been awarded to the Bidder, why the contract should not be terminated.

13.15 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.

13.16 Poor or non-performance by the bidder will result in the cancellation of contracts.

13.17 Please take note that the DFFE is not bound to select any of the firms submitting proposals. The DFFE reserves the right not to award any of the bids and not to award the contract to the lowest bidding price.

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

13.19 The DFFE 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.

13.20 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.saqa.org.za)"

14 PAYMENT TERMS

14.1 The Service Provider shall provide the DFFE with a detailed tax invoice with supporting evidence and/or report for deliverables completed. The DFFE 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 DFFE 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

15 TECHNICAL ENQUIRIES

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

16 AGREEMENT AND CONTRACT DATA

16.1 FORM OF OFFER AND ACCEPTANCE

Offer

The employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the procurement of:

Contract No.:

PROJECT TITLE: EC – FOR THE APPOINTMENT OF A SUITABLE MULTI-DISCIPLINARY BUILT ENVIRONMENT SERVICE PROVIDER, INCLUDING THE OHS AGENT, TO PROVIDE PROFESSIONAL SERVICES IN PLANNING, DESIGNING, AND MONITORING OF CONSTRUCTION FOR THE MATERIAL RECOVERY FACILITY (MRF), COMPOSTING FACILITY AND OTHER SUPPORTING STRUCTURES IN KOUGA LOCAL MUNICIPALITY IN THE EASTERN CAPE PROVINCE, FOR A PERIOD OF THIRTY-SIX (36) MONTHS

The tenderer, identified in the offer signature block, has examined the documents listed in the tender data and addenda thereto as listed in the returnable schedules, and by submitting this offer has accepted the conditions of tender.

By the representative of the tenderer, deemed to be duly authorized, signing this part of this form of offer and acceptance, the tenderer offers to perform all of the obligations and liabilities of the contractor under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the conditions of contract identified in the contract data.

THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VALUE ADDED TAX IS:

Rand. . . . .
. . . . (in words);
R . . . . . (in figures)

This offer may be accepted by the employer by signing the acceptance part of this form of offer and acceptance and returning one copy of this document to the tenderer before the end of the period of validity stated in the tender data, whereupon the tenderer becomes the party named as the contractor in the conditions of contract identified in the contract data.

Signature(s) . . . . . .

Name(s) . . . . . .

Capacity . . . . . .

for the tenderer

(Name and . . . . . .

address of organization/) . . . . . .

. . . . . .

Name and signature of witness . . . . . Date . . . . . .

Acceptance

By signing this part of this form of offer and acceptance, the employer identified below accepts the tenderer's offer. In consideration thereof, the employer shall pay the contractor the amount due in accordance with the conditions of contract identified in the contract data. Acceptance of the tenderer's offer shall form an agreement between the employer and the tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract are contained in:

Section 5: Scope of work and extent of Work
Section 6: Expected Deliverables
Section 15: Agreements and contract data (which includes this agreement)
Section 16: Pricing Schedule

Signature(s) . . . . . .

ONLY TO BE COMPLETED AT ACCEPTANCE STAGE

Name(s) . . . . . .

Capacity . . . . . .

for the Employer

Name and . . . . . .
signature
of witness . . . . . Date . . . . . .

Name and signature of witness . . . . . Date . . . . . .

16.2 CONTRACT DATA

16.2.1 Standard Professional Services Contract

The conditions applicable to this Contract are the Standard **Professional** Services **Contract** (July 2009 edition) published by the **Construction Industry Development Board** (CIDB).

The Standard Professional Service Contract is not included in this tender document. Tenderers must obtain it on the CIDB's Website.

16.2.2 Data provided by the Employer

Clause	Definitions
1	**Contract Data** Specific data, which together with these General Conditions of Contract, collectively describe the risks, liabilities and obligations of the contracting Parties and the procedures for the administration of the Contract. Clauses stipulated in the Contract Data are in addition to or amendments to or replace the corresponding clauses in the STANDARD PROFESSIONAL SERVICES CONTRACT (July 2009) (Third Edition of CIDB document 1014). The Contract Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the General Conditions of Contract. The General Conditions of Contract in the Standard Professional Services Contract (July 2009) make several references to the Contract Data for details that apply specifically to this tender.
1	**Period of Performance** The Period of Performance is the period commencing from the date of signature of the letter of acceptance until the Service Provider has completed all Deliverables in accordance with the Scope of Services and in accordance with the approved baseline programme or within the approved extended programme as per Clause 3.15 of the Standard Professional Services Contract (July 2009).
3.4.1	Replace Clause 3.4.1 with the following: Any notice, request, consent, approvals or other communication made between the Parties pursuant to the Contract shall be in writing and forwarded to the address specified in the Contract Data. Such communication shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or one week after having been sent by registered post, or unless otherwise indicated in the Contract Data. Communication by e-mail is permitted but

	the originals of all contractual documents must be submitted. Email communication shall be deemed to have been delivered to the recipient one calendar day after sending.
3.5	Add to clause 3.5 The Services shall be executed in the Service Provider's own office and/or on the Project site as described in the scope of work. No portion of the work may be performed by a person employed by the State. No portion of the work may be sublet to any other person or persons without the prior written approval of the Employer.
3.6	Omit the following: "... within two (2) years of completion of the Service
3.8.2	Add the following to clause 3.8.2: The cost, for incorporation into the Contract any variations to the Services as ordered by the Employer, shall be calculated according to the Service Provider's tendered price. Implementation of the variation in services to be rendered by the Service Provider, shall only proceed after a written agreement between the parties.
3.9.1 (a)	Replace clause 3.9.1 (a) with the following: A change in legislation takes place in accordance with the provisions of Clause 3.2 provided the change in legislation came into effect after the completion of the tender documentation approved by the Employer.
3.9.1. (c)	Replace "Employers or others" with "the Employer, its employees or clients and/or their agents" Only extension of time without cost will considered in case where a 3rd party has caused a delay.
3.9.1 (d)	No Clause.
3.9.1 (e)	Replace clause 3.9.1 (e) with the following: The contract is restarted following a suspension period of 2 years the Service Provider is entitled to a change in contract price based on the applicable fee scales as published at the time of uplifting the suspension. The applicable fee scales as published at the time of uplifting the suspension will only be applied to the remaining work stages following the suspension.
3.9.3	Replace clause 3.9.3 with the following: "Upon receiving an application from the Service Provider to amend the period of performance and/or fees, the Employer shall assess the changes to the Contract Price and/or extension of the Period of Performance on the impact of the delay on the Services based on the fee structure that the Service Provider has tendered for and appointed on.

	Additional Services ordered by the Employer shall be assessed on time-based fees as tendered for and adjusted in terms of price adjustment to time-based fees for inflation as per 3.16.
3.9.4	Add to clause 3.9.4: The application for changes to the Period of Performance is subject to the delay being on the Critical Path of the approved programme and due to no fault of the Service Provider.
3.12	Penalty Replace clauses 3.12.1 and 3.12.2 with the following: Period of Performance shall be sub dividable in separate target dates according to the programme for each assignment to be submitted in terms of clause 3.15 hereof. Without prejudice to his other remedies under the Contract or in law, the Employer shall have the right to recover all cost claimed by the contractor in the event that the contractor claimed for delays resulting from actions or non-actions of the Service Provider. The Employer shall further have the right to recover all other cost, including but not restricted to extended rental cost resulting from the delay caused directly or indirectly by the Service Provider, certifying incorrect work for payment, delay in the construction period, remedial cost to correct incorrect designs and or documentation, including omissions. Without prejudice to his other remedies under the Contract or in law, the Employer shall recover a penalty amount per day, stipulated in the table below per target date for the full period of the delay. In the event that the delay exceeds 30 days, the Employer will have the option to either: (i) terminate the contract and recover any loss as a result of the termination from the Service Provider, or (ii) allow the Service Provider to continue with the Services after the agreement of a new target date and recover a penalty amount of R1000 per day to a maximum equal to 10% of the tendered amount, after which the contract may be terminated. Recovering costs and/or penalties may be done in the following ways: a) claim against professional indemnity insurance, or b) deduction from fee account, or c) direct payment to the contractor by the consultant, or d) litigation, or any other method available to the Employer

3.15.1	Replace clause 3.15.1 with the following: A baseline programme for the performance of the Service shall be submitted by the Service Provider, to the departmental project manager, within a period of two (2) weeks following the briefing meeting and whenever a programme is amended or revised, submit for the Employer's approval a programme for the performance of the Services which shall, inter alia, include: a) The order and timing of operations by the Service Provider and any actions, access to people, places and things and work required of the Employer and Others; b) The dates by which the Service Provider plans to complete work needed to allow the Employer and Others to undertake work required of them; c) Provisions for float; d) The planned completion of the Services or part thereof in relation to a Period of Performance; and e) Other information as required in terms of the Scope of Work or Contract Data. The baseline programme will be the result of the co-ordination of all required services inputs and shall be in sufficient detail describing key milestones, events and activities linked to the fastest realistic timeframes in which the Service can be delivered. Milestones and events are to be listed based on the Scope of Services of the various appointed disciplines required and presented in bar chart format. No milestones may, at the co-ordination stage, be extended beyond the timeframes outlined in the scope of work, unless approved by the Employer. The programme thus compiled and signed by the Service Provider shall be approved by the Employer. Such signed programme shall then constitute the Service Contract Period between the Employer and the appointed Service Provider. In the event of the Employer not being satisfied with the submitted programme, the Parties will negotiate in good faith towards a programme that will be agreeable to both. Such an agreed- upon programme will form the basis for the management of the appointment, the Period of Performance and remuneration purposes of the respective Service Provider/s. Should circumstances change from the initial briefing, the Service Provider/s and the Employer will negotiate a revised programme to satisfy such change(s). Should the Parties fail to reach agreement on the programme or revised programme, the matter will be dealt with in terms of clause 12.1.2 of the General Conditions of Contract. Should the mediation process fail, the Contract will be deemed to have been mutually terminated and any reasonable fees accrued at that stage settled by the Employer. Any failure to comply with the provisions of clause 3.15.1 and submit or re-submit the programmes of works or failure to submit the programme on the date required by the Employer, which request shall at all material times be reasonable and fair, shall constitute a material breach of the terms and condition of contract which entitles the Employer to terminate the contract with due regard to clause 8.4 (CIDB Standard Professional Services Contract, July 2009).
4.1.1	Add to clause 4.1.1 the following: Briefing meeting:

	The departmental project manager shall arrange a briefing meeting, compulsory for the appointed Service Provider, as soon as practicable after the appointment of the professional team, during which meeting the departmental project manager, together with any supporting advisors, will verbally brief the professional team comprehensively regarding the requirements of the project and the Scope of Services and hand over, to the Service Provider/s, all documentation relevant to the execution of the Service.
.4.1	Add to clause 5.4.1: Minimum professional insurance cover of R4 million without a limit on the number of claims. The limit of liability is only provided to cover the Employer's damage
5.5	Replace clause 5.5 with the following: The Service-Provider is required to obtain the Employer's prior approval in writing before taking, inter alia, any of the following actions: a) appointing Subcontractors for the performance of any part of the Services; b) appointing Key Persons not listed by name in the Contract Data; c) deviate from the programme for each assignment; d) deviate from or change the Scope of Services; change Key Personnel on the Service;

16.2.3 Data provided by the Service Provider

Clause	Definitions
1	The Service Provider is ..... Address:..... Telephone:..... Facsimile:..... a)
5.3	**Designated representative** The authorised and designated representative of the Service Provider is: Name: ..... The **postal address** for receipt of communications is: ..... ……..

	Telephone:..... Facsimile: ..... E-mail Address: .....
5.4.1	**Indemnification of the Employer** I, the undersigned, being duly authorized by the Service Provider, in terms of Clause 5.3 ……. (Name of authorised person) hereby confirm that the Service Provider known as: …….. (Legal name of entity tendering herein) tendering on the project: …… (Project name) holds professional indemnity insurance cover, from an approved insurer, duly registered with the Finance Services Board, of not less than R4 million, without a limit on the number of claims. The limit of liability is only provided to cover the Employer's damage. I further confirm that the Service Provider will keep such professional indemnity fully subscribed. I further confirm that should the professional indemnity insurance, with no knowledge of the Employer, be allowed to lapse at any time or in the event of the Service Provider cancelling such professional indemnity insurance, with no knowledge of the Employer, at any time or if such professional indemnity cover is not sufficient, then the Service Provider, (i) accepts herewith full liability for the due fulfilment of all obligations in respect of this Service; and (ii) hereby indemnifies, and undertakes to keep indemnified, the Employer in respect of all actions, proceedings, liability, claims, damages, costs and expenses in relation to and arising out of the agreement and/or from the aforesaid Service Provider's intentional and/or negligent wrongful acts, errors and/or omissions in its performance on this Contract. I confirm that the Service Provider undertakes to keep the Employer indemnified, as indicated above, beyond the Final Completion Certificate/Final Certificate by the Employer (whichever is applicable) for a period of ten (10) years after the issue of such applicable certificate. Notwithstanding the indemnification required above, the Employer reserves the right to claim damages from the Service Provider for this Project where the Service Provider neglects to discharge its obligations in terms of this agreement.

	Name: ..... **Capacity**: ..... **Signature**: .....
7.1.2	The Key Persons and their jobs / functions in relation to the Services are:

Name	**Professional Registration**	**Specific duties**
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		

17 ANNEXURE A– PRICING INSTRUCTIONS

Pricing Instructions mean the criteria as set out below, read together with all Parts of the contract document, which it will be deemed in the contract that the Tenderer has taken into account when developing his prices.

1. The short descriptions given in the Pricing Schedule below are brief descriptions used to identify the activities for which prices are required. Detailed descriptions of the activities to be priced are provided in the Scope of Work, with reference to the following:

- Government Gazette No. 52691 of 16 May 2025: Scope of Services and Tariff of Fees for Persons Registered in terms of the Engineering Profession Act, 46 of 2000
- Government Gazette No. 54036 of 30 January 2026: Guideline for Professional Fees in terms of Section 34 (2) of the Architectural Profession Act, 2000 Act 44 of 2000

- Government Gazette No. 52152 of 21 February 2025: Amendment of Guideline Tariff of Professional Fees Quantity Surveying Profession Act 49 of 2000

2. The Tenderer shall determine its own pricing and is solely responsible for the rates, prices and total tendered amount submitted. Any reference documents or fee guidelines provided with the tender are for general information only and are not mandatory, nor will they be used as a benchmark for the evaluation of prices. Tenderers are expected to satisfy themselves as to the scope of work, resources required, risks, and all associated costs in preparing their financial proposals.
3. For the purpose of the Pricing Schedule, the following words shall have the meanings hereby assigned to them:

    - **Unit**: The unit of measurement for each item of work.
    - **Quantity**: The number of units of work for each item.
    - **Rate**: The agreed payment per unit of measurement.
    - **Amount**: The product of the quantity and the agreed rate for an item.
    - **Sum**: An agreed lump sum payment amount for an item, the extent of which is described in the Scope of Work, but the quantity of work which is not measured in any units.
    - **Percentage Fee**: The agreed fee for a service, the extent of which is described in the Scope of Work, expressed as a percentage of a construction contract value or part thereof.

4. A rate, sum, percentage fee and/or price as applicable, is to be entered against each item in the Activity Schedule. An item against which no price is entered will be considered to be covered by the other prices or rates in the Activity Schedule.

5. The rates, sums, percentage fees and prices in the Pricing Schedule are to be fully inclusive prices for the work described under the several items. Such prices and rates are to cover all costs and expenses that may be required in and for the execution of the work described in accordance with the provisions of the Scope of Work, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the Contract Data, as well as overhead charges and profit.

6. The quantities included in the Pricing Schedule are provisional and are provided for tender pricing and evaluation purposes only. They do not guarantee that the full quantities will be instructed or paid. Payment will be based solely on the actual work authorised by the Employer, completed, measured (where applicable), and certified in accordance with the Contract. Any work exceeding the provisional quantities requires the Employer's prior written approval. For time-based services, personnel allocations

and time to be paid must be agreed with the Employer in writing before the services are rendered, and payment will be limited to the approved and certified time actually utilised.

7. Tenderers will note that the prices for some items are developed from a quoted fee expressed as a percentage of an estimated contract value (construction cost) which, for tendering purposes, is given. Tenderers are required to insert their quoted percentage fee in the spaces provided. The final amount due to the Service Provider will be adjusted according to the relevant final construction contract value based on the percentage fee quoted. The tendered basic fee for normal services shall be proportioned as the percentages provided for various stages.

8. All other rates, sums, prices (as applicable) tendered in the Pricing Schedule shall be final and binding and shall not be subject to any variation throughout the period of the contract.

9. Provision for time-based services which fall beyond the scope of normal services as described in the Scope of Work has been made in the Activity Schedule. This provision is for services provided on instruction from the Employer and will be deducted in whole or part if not required. The estimated period of involvement of each category of person must be agreed with the Employer before any work in this regard commences. The individuals involved in this work must be stated in either the schedule of Key Personnel whose curriculum vitae must be appended to the respective schedules.

10. All charges in respect of attendance at meetings and the provision of secretarial services shall be deemed to be included in the tendered basic professional fees.

11. While the Employer has every intention to complete the full scope of works, the Employer reserves the right to reduce or increase the scope of works according to the dictates of the budget, or to terminate this contract, without adjustment to the agreed rates, sums or fees and without payment of any penalty or surcharge in this regard. The Service Provider shall however be entitled to pro-rata payment for all services carried out in terms of any adjustment to the Scope of Work or, in the case of termination, remuneration and/or reimbursement as described in Clause 8.4.4 of the Standard Professional Services Contract.

12. The per kilometre rate for the reimbursement of travel expenses shall be as per the Department of Transport: Rates for Reimbursable expenses available on http://www.transport.gov.za. It shall be noted that, in respect of the aforementioned, the Employer shall only be liable for travel expenses with respect to vehicles of engine capacity up to 1950cc only, for diesel and petrol fuelled engines respectively. If the Service Provider elects to use a vehicle with engine capacity exceeding 1950cc, the Employer shall not be liable for any additional cost resulting from a higher rate per kilometre associated with an engine

capacity larger than 1950cc and the rate per kilometre to be paid shall be deemed to be that of a 1950cc engine.

13. Tenderers are to note that only those recoverable expenses listed in the Pricing Schedule will be reimbursed to the Service Provider. No reimbursement of costs for subsistence, typing, printing/copying (other than reports, tender documents, manuals, drawings and related schedules), communications, computer hardware and/or software will be made and these costs will be deemed to be included in rates, sums, percentages fees and prices for normal and additional services rendered.

14. Items for printing/copying shall be for specified contract documents, tender documents, reports, manuals, drawings along with related schedules and shall exclude general correspondence, progress reports, minutes of meetings etc. which shall be deemed to be included in the professional fees as they are necessary and integral to the execution of the Service Providers' work as per the Standard Services for which it is employed. Payment will only be made for copies of reports and drawings submitted to the employer and/or issued to parties who bear an interest in the execution of the project, as specified or requested by the Employer, and all drafts shall be for the Service Provider's account.

15. Where provisional sums are provided in respect of additional services, these amounts may be omitted in part or full should the additional work not be required and/or at the discretion of the Employer.

18 ANNEXURE A1 – PRICING SCHEDULE

NAME OF THE BIDDER……..

A. BASIC PROFESSIONAL FEES

Project Stage	Est. Cost of Work	% Fee	Offered Basic Fee	% Payment of Basic Fees	Quoted Fee per Project (Excl. VAT)
Stage 1: Inception	R29 904 490,49		R	5%	R
Stage 2: Concept & Viability				20%	R
Stage 3: Design Development				30%	R
Stage 4: Documentation & Procurement				15%	R
Stage 5: Contract Administration and Inspection				25%	R
Stage 6: Close out Stage				5%	R
A - SUBTOTAL COST FOR PROFESSIONAL FEES (EXCLUDING VAT)					**R**

B. TIME-BASED FEES AND DISBURSEMENTS

Type of Service	Unit	Quantity	Rate per Unit	Total (Excl. VAT)
Geotechnical investigations	Provisional sum	1	R	R
Mark-up for Geotechnical investigations	%		R	R
Topographical survey	Provisional sum	1	R	R
Mark-up for Topographical survey	%		R	R
Employer's Agent of the Client	Lump sum	1	R	R
Level 3 Construction Monitoring	Months	12	R	R
Occupational Health and Safety Act, 1993 (act No. 85 of 1993) and the Construction Regulations (rate to include the mark up)	Months	18	R	R
Provision of Environmental Specialist (rate to include the mark up)	Sum	1	R	R
Fee for payment of Drawings submitted to the Local Authority	Provisional sum	1	R	R

A4 Typing, copying, printing, and binding of all contract documents	Pages	300	R	R
A3 Typing, copying, printing, and binding of all contract documents	Pages	30	R	R
A0 Typing, copying, printing, and binding of all contract documents	Pages	30	R	R
Travelling and Subsistence	Sum	1	R	R
B - Subtotal COST for time-based fees and disbursements (Excluding VAT)				**R**

C. SUMMARY COSTING

SUMMARY COST	**TOTAL AMOUNT**
A - Subtotal COST for professional fees (Excluding VAT)	R
B - Subtotal COST for time based fees and disbursements (Excluding VAT)	R
Total Amount (A + B) excluding VAT and contingency	**R**
Contingency fixed @ 10%	R
Total Amount (A + B) including Contingency and Excluding VAT	**R**
VAT @ 15%	R

Total Project Cost Including VAT and Contingency	**R**

D. RATES ONLY (RATES NOT FORMING PART OF TOTAL AMOUNT QUOTED BY THE BIDDER. ONLY APPLICABLE FOR USE AS AND WHEN REQUIRED AND ON INSTRUCTED BY THE CLIENT)

TIME BASIS (RATE ONLY)	UNIT	QTY	RATE	TOTAL
ECSA Category A	Hr	1		Rate Only
ECSA Category B	Hr	1		Rate Only
ECSA Category C	Hr	1		Rate Only
ECSA Category D	Hr	1		Rate Only
SACAP Professional Architect	Hr	1		Rate Only
SACAP Professional Architectural Technologist	Hr	1		Rate Only
Professional Architectural Draughtsperson	Hr	1		Rate Only
Professional Quantity Surveyor	Hr	1		Rate Only

19 ANNEXURE B – CV TEMPLATES TO BE COMPLETED BY THE PROJECT LEAD ENGINEER AND PROPOSED TEAM MEMBERS OR EXPERTS

a) CV TEMPLATE- PROJECT LEAD ENGINEER

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.)

11. Present position:

Name of Employer	
Position	
Date from - Date to dd /mm/yy-dd/mm/yy	

12.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 dd /mm/yy-dd/mm/yy	Description of key experience as per the requirements of Terms of Reference

13 Professional experience:

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

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

b) CV TEMPLATE- STRUCTURAL ENGINEER

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.)

11. Present position:

Name of Employer	
Position	
Date from - Date to dd /mm/yy-dd/mm/yy	

12.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 dd /mm/yy-dd/mm/yy	Description of key experience as per the requirements of Terms of Reference

13 Professional experience:

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

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

c) CV TEMPLATE- CIVIL ENGINEER

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.)

11. Present position:

Name of Employer	
Position	
Date from - Date to dd /mm/yy-dd/mm/yy	

12.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 dd /mm/yy-dd/mm/yy	Description of key experience as per the requirements of Terms of Reference

13 Professional experience:

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

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

d) CV TEMPLATE- ARCHITECT /PROFESSIONAL ARCHITECTURAL TECHNOLOGIST

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.)

11. Present position:

Name of Employer	
Position	
Date from - Date to dd /mm/yy-dd/mm/yy	

12.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 dd /mm/yy-dd/mm/yy	Description of key experience as per the requirements of Terms of Reference

13 Professional experience:

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

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

e) CV TEMPLATE- QUANTITY SURVEYOR

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.)

11. Present position:

Name of Employer	
Position	
Date from - Date to dd /mm/yy-dd/mm/yy	

12.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 dd /mm/yy-dd/mm/yy	Description of key experience as per the requirements of Terms of Reference

13 Professional experience:

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

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

f) CV TEMPLATE- ELECTRICAL ENGINEER

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.)

11. Present position:

Name of Employer	
Position	
Date from - Date to dd /mm/yy-dd/mm/yy	

12.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 dd /mm/yy-dd/mm/yy	Description of key experience as per the requirements of Terms of Reference

13 Professional experience:

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

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

g) CV TEMPLATE- OCCUPATIONAL HEALTH AND SAFETY AGENT (OHS)

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.)

11. Present position:

Name of Employer	
Position	
Date from - Date to dd /mm/yy-dd/mm/yy	

12.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 dd /mm/yy-dd/mm/yy	Description of key experience as per the requirements of Terms of Reference

13 Professional experience:

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

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

20 ANNEXURE C – CONSENT AND INDEMNITY FORM TEMPLATE

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

Consent and Indemnity Form

CLIENT INFORMATION "CLIENT"			
Client Name	**Department of Forestry, Fisheries and the Environment**	Authorised Representative	
Email Address		Phone Number	

COMPANY INFORMATION														
Company Name														
Company Registration Number														
Director Name														
Director Surname														
SA ID Number														
Passport Number														

VERIFICATION

☑ Commercial Enquiry

Reason for Enquiry:

- Confirmation of Company Statutory Information
- Confirmation of Director Details of the Company

INDEMNITY

I hereby authorise the Client / the Client's duly authorised verification agent, to forward my personal information, including but not limited to my name, surname, and identity number, to the verification suppliers acting on behalf of the Client (including but not limited to SAPS, the Government of RSA, any educational, training, credit bureau and fraud prevention organisation).

I authorise the Client / the Client's duly authorised verification agent to conduct all verification checks (including but not limited to credit bureau searches, drivers' licenses, employment history, employment salary verification and any other relevant checks in the pre- and post – employment vetting process).

I authorise Client / the Client's duly authorised verification agent to furnish personal information regarding my credentials, whether claimed or not, to the Client. I unconditionally indemnify the Client / the Client's duly authorised verification agent and its verification information suppliers against any liability which results or may result from furnishing information in this regard.

I understand that it is a condition of the South African Police Service and Tertiary Education Institutions, that:

- The information furnished to the Client will be disclosed to me for comment before a decision is made on my employment / application; and
- The Client is responsible for verifying the accuracy in respect of information furnished to the South African Police Service.

Signed at (Place)		On (Date)	
Authorised Director Signature			
Name and Surname of Authorised Director			

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

29. Governing language

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

30. Applicable law

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

31. Notices

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

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

BAS ENTITY MAINTENANCE FORM

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 (Compulsory if Supplier)		
Postal Code		

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

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

Bank Stamp

Supplier Contact Details

Business	Area Code	Telephone Number	Extension
Home	Area Code	Telephone Number	Extension
Fax	Area Code	Fax Number	
Cell	Cell Code	Cell Number	

Email Address

Contact Person:

Supplier Signature

Print Name

/ /

Date (dd/mm/yyyy)

NB: All relevant fields must be completed