forestry, fisheries
& the environment

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

INVITATION TO BID

BID NUMBER: DFFE-T043(22-23)

THE ESTABLISHMENT OF A PANEL OF EPWP SERVICE PROVIDERS FOR THE BUILT ENVIRONMENT PROFESSIONALS TO IMPLEMENT PROJECTS ON AN AS AND WHEN REQUIRED BASIS FOR A PERIOD OF THREE (3) YEARS.

Contact persons:
Name : **Ms. Shiluva Maluleke**
Cellphone No. : **012 399 9676**
E-Mail : **smaluleke@dffe.gov.za**

Name : **Mr. Oscar Masilana**
Cellphone No. : **015 291 5526**
E-Mail : **omasilana@dffe.gov.za**

NATIONAL TREASURY CENTRAL SUPPLIER DATABASE (CSD) REGISTRATION INFORMATION

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

CLOSING DATE OF THE BID: 22 SEPTEMBER 2022 AT 11H00
NON-COMPULSORY BRIEFING SESSION WILL BE HELD AS FOLLOWS:

DATE: 12 SEPTEMBER 2022

TIME: 10H00 – 12H00

PLEASE NOTE THAT THE VIRTUAL BRIEFING LINK WILL BE PUBLISHED ON DFFE WEBSITE.

PART A
INVITATION TO BID /

<table>
<tr><td colspan="8">YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)</td></tr>
<tr><td>BID NUMBER:</td><td colspan="2">DFFE-T043(22-23)</td><td>CLOSING DATE:</td><td colspan="2">22 SEPTEMBER 2022</td><td>CLOSING TIME:</td><td>11:00</td></tr>
<tr><td>DESCRIPTION</td><td colspan="7">THE ESTABLISHMENT OF A PANEL OF EPWP SERVICE PROVIDERS FOR THE BUILT ENVIRONMENT PROFESSIONALS TO IMPLEMENT PROJECTS ON AN AS AND WHEN REQUIRED BASIS FOR A PERIOD OF THREE (3) YEARS.</td></tr>
<tr><td colspan="8">BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)</td></tr>
<tr><td colspan="8">Department of Forestry Fisheries and the Environment; The Environment House,</td></tr>
<tr><td colspan="8">473 Steve Biko Road; Cnr Soutpansberg and Steve Biko Road, Arcadia Pretoria /Tshwane</td></tr>
<tr><td colspan="4">BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</td><td colspan="4">TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</td></tr>
<tr><td>CONTACT PERSON</td><td colspan="3">Ms Vonani Rikhotso; Mpho Lehutso; Tlotlo Thupe</td><td colspan="2">CONTACT PERSON</td><td colspan="2">Ms. Shiluva Maluleke
Mr. Oscar Masilana</td></tr>
<tr><td>TELEPHONE NUMBER</td><td colspan="3">012 399 9670/9671/9055</td><td colspan="2">TELEPHONE NUMBER</td><td colspan="2">012 399 9676
015 291 5526</td></tr>
<tr><td>FACSIMILE NUMBER</td><td colspan="3">N/A</td><td colspan="2">FACSIMILE NUMBER</td><td colspan="2">N/A</td></tr>
<tr><td>E-MAIL ADDRESS</td><td colspan="3">vrikhotso@dffe.gov.za
mlehutso@dffe.gov.za
mthupe@dffe.gov.za</td><td colspan="2">E-MAIL ADDRESS</td><td colspan="2">smaluleke@dffe.gov.za
omasilana@dffe.gov.za</td></tr>
<tr><td colspan="8">SUPPLIER INFORMATION</td></tr>
<tr><td>NAME OF BIDDER</td><td colspan="7"></td></tr>
<tr><td>POSTAL ADDRESS</td><td colspan="7"></td></tr>
<tr><td>STREET ADDRESS</td><td colspan="7"></td></tr>
<tr><td>TELEPHONE NUMBER</td><td>CODE</td><td colspan="2"></td><td colspan="2">NUMBER</td><td colspan="2"></td></tr>
<tr><td>CELLPHONE NUMBER</td><td colspan="7"></td></tr>
<tr><td>FACSIMILE NUMBER</td><td>CODE</td><td colspan="2"></td><td colspan="2">NUMBER</td><td colspan="2"></td></tr>
<tr><td>E-MAIL ADDRESS</td><td colspan="7"></td></tr>
<tr><td>VAT REGISTRATION NUMBER</td><td colspan="7"></td></tr>
<tr><td>SUPPLIER COMPLIANCE STATUS</td><td>TAX COMPLIANCE SYSTEM PIN:</td><td></td><td>OR</td><td colspan="2">CENTRAL SUPPLIER DATABASE No:</td><td colspan="2">MAAA</td></tr>
<tr><td>B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE</td><td colspan="3">TICK APPLICABLE BOX]
☐ Yes ☐ No</td><td colspan="2">B-BBEE STATUS LEVEL SWORN AFFIDAVIT</td><td colspan="2">[TICK APPLICABLE BOX]
☐ Yes ☐ No</td></tr>
<tr><td colspan="8">[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</td></tr>
<tr><td colspan="2">ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?</td><td colspan="2">☐Yes ☐No
[IF YES ENCLOSE PROOF]</td><td colspan="2">ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?</td><td colspan="2">☐Yes ☐No
[IF YES, ANSWER PART B:3]</td></tr>
<tr><td colspan="8">QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</td></tr>
<tr><td colspan="7">IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?</td><td>☐ YES ☐ NO</td></tr>
<tr><td colspan="7">DOES THE ENTITY HAVE A BRANCH IN THE RSA?</td><td>☐ YES ☐ NO</td></tr>
<tr><td colspan="7">DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?</td><td>☐ YES ☐ NO</td></tr>
<tr><td colspan="7">DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?</td><td>☐ YES ☐ NO</td></tr>
<tr><td colspan="7">IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?</td><td>☐ YES ☐ NO</td></tr>
<tr><td colspan="8">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.</td></tr>
</table>

PART B
TERMS AND CONDITIONS FOR BIDDING

1.	BID SUBMISSION:
1.1.	BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2.	**ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
1.3.	THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4.	**THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**

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

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

SIGNATURE OF BIDDER: ……………………………………………

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

DATE: …………………………………………...

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest[1] 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

forestry, fisheries
& the environment

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

THE DEPARTMENT OF FORESTRY, FISHERIES AND THE ENVIRONMENT (DFFE) AS AN ORGAN OF STATE SUBSCRIBES TO AND PROPAGATES BOTH THE NOTION OF BROAD BASED BLACK ECONOMIC EMPOWERMENT ACT (Act No. 23 of 2003) (BBBEE), THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 (Act No. 5 of 2000) AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.

TERMS OF REFERENCE

FOR THE ESTABLISHMENT OF A PANEL OF EPWP SERVICE PROVIDERS FOR BUILT ENVIRONMENT PROFESSIONALS TO IMPLEMENT PROJECTS ON AN AS AND WHEN REQUIRED BASIS FOR A PERIOD OF THREE (3) YEARS

TABLE OF CONTENTS

1. PURPOSE

1.1. To establish a panel of EPWP service of the professional consulting service providers in the Built Environment Professionals recognized by relevant South African Professional Bodies to be appointed on an "as and when" required basis by the Department for a period of three (3) years for the implementation of infrastructure projects.

1.2. This is an open panel and where the Department of Fisheries, Forestry and the Environment (DFFE) would like to have as many panel members as possible. The final number of professional consulting firms appointed to the panel will be dependent on the quality of tenders submitted, and the resultant scores achieved by the respective bidders on the functional evaluation, as defined later in this document.

1.3. Prospective bidders can include a firm or consortium of firms or consortium of individual experts.

2. INTRODUCTION AND BACKGROUND

2.1 The Environmental Programmes (EP) as a branch comprises a variety of programmes through which the Department contributes to the government's Expanded Public Works Programme (EPWP). The branch consists of three Chief Directorates of which the Environmental Protection and Infrastructure Programmes (EPIP) is one. The EPIP implements infrastructure projects using EPWP construction methods across the following focus areas:

2.1.1 **Biodiversity Economy** - the programme is centred on the sustainable utilization of indigenous biological resources to invest in infrastructure development and biodiversity conservation for economic benefits.

- Infrastructure development within Biodiversity Economy Nodes:
  - Fences and Conservation Management Roads
  - Staff and Tourist Accommodation
  - Bulk Reticulation (Water, electricity and sewage)
  - Administration Buildings and Conference Facilities
  - Development of Biodiversity Corridors and Nodes.

2.1.2 **People & Parks** - The programme aim is to invest in infrastructural development and biodiversity conservation for economic benefits, ensuring that local communities are involved in the management of protected and surrounding areas and ensure the promotion of biodiversity values in the proclaimed protected and surrounding areas.

- Infrastructure development and upgrading in and around protected areas:
  - Construction of buildings, roads and fence, bulk reticulation, Overnight visitor and staff accommodation
  - Administration buildings and conference facilities
  - Roads and fencing within the protected areas
  - Development of commercial assets for communities in and around protected areas
  - community owned hospitality establishments - curios and tuck shops, amphitheatres and exhibition areas
- Greening and Open Space Management - the programme aims to encourage greater use of the open spaces and to encourage healthy lifestyle in all our communities by managing open spaces sustainably.
- Infrastructure development in Construction of recreational parks, Improving the quality of life of communities through encouragement of active lifestyle, Swimming pools and play parks, and environmental education centres and greening.
- Working for the Coast – The programme aims at the rehabilitation of the coastal environment, including but not limited to dunes and estuaries, cleaning up of the coastline in general and the beaches in particular
- Infrastructure development in construction and upgrading in maintaining facilities and infrastructure along the coast and facilitating access to the coastline without compromising the environment as follows:
  - Boat Launching sites and slipways
  - Lifeguard towers
  - Ablution facilities and change rooms
  - Camping and Parking
  - Picnic and recreational facilities
  - Coastal Access infrastructure – Board Walks
  - Tourist boards and interpretative signage
  - Coastal conservation infrastructure - Bollards from recycled material to manage the impact of the sea rise.

3. OBJECTIVES OF THE PROPOSAL

3.1. The Department would like to invite suitably qualified Professional Consulting Firms (a firm or consortium of firms or consortium of individual experts) to enlist their services on the panel of EPWP service providers for Built Environment Professionals in the following categories:

3.1.1 Civil Engineering

3.1.2 Coastal Engineering

3.1.3 Environmental Engineering

3.1.4 Structural Engineering

3.1.5 Landscape Architecture

3.1.6 Quantity Surveying

3.1.7 Architecture

3.1.8 Mechanical Engineering

3.1.9 Electrical Engineering

3.2. The overall objective of the project is to secure the services of suitable and experienced Service Providers to undertake stages 1 to 6 as per Professional Service Provider Guidelines for the required disciplines in the Built Environment (i.e., Inception, Concept and Viability, Design Development, Documentation and Procurement, elementary costings, construction supervision and Close Out).

3.3. The bidder to indicate the discipline they are applying for and must provide the detailed CV and professional registration of the proposed expert (s) either as a firm or consortium of firms or consortium of individual experts) by completing the table below

#	DISCIPLINE (S)	BIDDER PARTICIPATING		IF, YES, NAME OF THE PROPOSED STAFF	PROFESSIONAL REGISTRATION
		YES	NO		
1	Civil Engineering				
2	Coastal Engineering				
3	Environmental Engineering				
4	Structural Engineering				
5	Landscape Architecture				
6	Quantity Surveying				
7	Architecture				
8	Mechanical Engineering				
9	Electrical Engineering				

4. TECHNICAL LEGISLATION AND/OR STANDARDS

4.1 The bidders should be cognisant of all legislation and/or standards specifically applicable to the services.

Acts (this list is not exhaustive)

4.1.1 Architectural Profession Act, 2000 (Act No. 44 of 2000),

4.1.2 Landscape Architectural Profession Act, 2000 (Act No. 45 of 2000),

4.1.3 Engineering Profession Act, 2000 (Act No. 46 of 2000),

4.1.4 Project and Construction Management Profession Act, 2000 (Act No. 48 of 2000),

4.1.5 Quantity Surveying Profession Act, 2000 (Act No. 49 of 2000),

4.1.6 Construction Industry Development Board Act, 2000 (Act No. 38 of 2000),

4.1.7 Planning Professions Act, 2002 (Act No. 36 of 2002).

4.1.8 Occupational Health and Safety Act, 1993 (Act No 85 of 1993).

5. SCOPE AND EXTENT OF WORK

5.1 The Department will appoint the Professional Consulting Firms (a firm or consortium of firms or consortium of individual experts) listed on the panel on an “as and when” required basis, to render services of Lead Consultants, organize relevant teams to design and monitor EPWP infrastructure projects.

6. EXPECTED DELIVERABLES / OUTCOMES

6.1 **Stage 1 – Inception**: Establish the client requirements and preferences, assess user needs and options, appointment of necessary consultants, establish the project brief including project objectives, priorities, constraints, assumptions, aspirations and strategies.

6.1.1 Schedule of consents and approvals

6.1.2 Quality assurance plan and team

6.1.3 Project brief

6.1.4 Agreed scope of works and scope of services

6.1.5 Signed agreements– procurement, maintenance, etc. (owning entity and Department)

6.1.6 Schedule of required surveys, investigations, feasibility, tests and any reports

6.1.7 Record of all meetings

6.1.8 Facilitate client’s approval of all stage 1 documentation.

6.1.9 Prepare, coordinate, and monitor a project initiation programme.

6.2 **Stage 2 – Concept & viability:** Prepare and finalise the project concept in accordance with the brief including the scope, scale, character, form, function and viability of the project.

6.2.1. Concept design

6.2.2. Process design

6.2.3. Preliminary design

6.2.4. Cost estimates

6.2.5. Indicative construction programme

6.2.6. Required Studies

6.3 **Stage 3 - Design Development:** Develop the approve concept to finalise the design, outline specifications, cost plan, financial viability and program for the project

6.3.1. Design criteria

6.3.2. Designed development drawings

6.3.3. Specifications outlined

6.3.4. Submission of drawings for approval

6.3.5. Detailed design drawings

6.3.6. Outline technical specifications

6.3.7. Local and other authority submission drawings and reports

6.3.8. Detailed estimates of construction costs

6.3.9. Authorizations

6.4 **Stage 4 – Procurement Documentation:** Prepare the construction and procurement documentation, confirm, and implement the procurement strategies and procedures for effective and timeous procurement of necessary resources for the execution of the project.

6.4.1. Working drawings

6.4.2. Construction costs

6.4.3. Tender documentation

6.4.4. Tender evaluation report

6.4.5. Tender recommendations

6.4.6. Priced contract document

6.4.7. Specifications

6.4.8. Service co-ordination

6.5 **Stage 5 – Construction/Implementation:** Manage, administer, and monitor the contracts and processes, including the preparation and co-ordination of the procedures and documentation to facilitate practical completion of the works. Prepare and finalise the project concept in accordance with the brief including the scope, scale, character, form, function, and viability of the project.

6.5.1 Predicted cash flow
6.5.2 Construction documentation
6.5.3 Drawing register
6.5.4 Contract instructions
6.5.5 Financial control reports
6.5.6 Valuation for payments
6.5.7 Progressive and draft final accounts
6.5.8 Practical completion and defects list
6.5.9 Approved construction documentation
6.5.10 Update and issue drawings
6.5.11 Valuations for payment certificates
6.5.12 Quality compliance documentation
6.5.13 Completed works certificate

6.6 **Stage 6 – Close Out**: Fulfil and complete the project close-out including the preparation of the necessary documentation to facilitate effective completion, handover, and operation of the project.

6.6.1. Works and final completion lists
6.6.2. Manuals and operating procedures
6.6.3. Final accounts
6.6.4. Valuations for payment certificates
6.6.5. Operations and maintenance manuals, guarantees and warranties
6.6.6. As-built drawings and documentation
6.6.7. Final accounts
6.6.8. Completion certificates

6.7 Quality Assurance Plan

6.7.1. The consultant shall ensure quality assurance of his work. The consultant shall submit the quality assurance plan and his team details to the client for approval at the time of submitting an inception report.

6.8 Reporting

6.8.1. The project deliverables and activities will be split into reporting stages. Each stage with deliverables and activities to be reported in a detailed report. The Lead consultant shall be expected to complete all the stages within timeframes indicated for all Stages 1- 6 and provide monthly reports with financials in compliance with specifications/contract. The Lead Consultant will be required to provide soft copies of all reports.

7. PERIOD / DURATION OF PROJECT / ASSIGNMENT

7.1 The panel will be valid for a period of three (3) years and implementation periods shall be determined for each assignment prior to appointment of contractors.

8. COSTING/PANEL UTILISATION

8.1 Costing shall be task based and will only be required prior to appointment of professionals for planning and monitoring and shall not exceed gazetted rates as published for the responsive disciplines.

8.2 For the purpose of this panel appointment, the lead consultant will not be expected to provide rates, the schedule of Quantities will only be completed by successful bidders at individual project appointment.

8.3 Once appointed to the panel, the allocation of work will be done in the form of a request for quotation, where members of the panel will be sent a project specification schedule of quantities for pricing. The firms will be allocated work, based on their submitted prices, where preferable the highest scoring bidder will get to be appointed to undertake the work.

8.4 Allocation of more than (1) contract will depend on the bidder’s performance, financial standing and capacity requirements (key personnel required for the successful completion of the project). Bidders will be afforded the opportunity to prove availability of these requirements before project allocation.

8.5 Being part of the panel does not guarantee any work from DFFE.

8.6 DFFE will evaluate the performance of the bidding firm on a regular basis; poor performance will result in cancellation of work orders and removal from the panel.

8.7 The contractor will be required to confirm the specific resources available as part of project allocation and the contracting process, as and when such process is undertaken. Not having suitable resources at the time of project appointment, could result in a contractor being passed over until the next round of project appointment.

9. INFORMATION SESSION

9.1. A non-compulsory project briefing session will be held to give clarity to the interested bidders to clarify the scope and extend of work. The bidders will have the opportunity to ask questions where needed. Bidders may decide to attend the virtual session (via MS Teams) or physically at the DFFE office.

9.2. Bidders are expected to attend a non-compulsory briefing session that will be held on the

Date: 12 September 2022

Microsoft teams link: Refer to DFFE website for link

Time: 10:00 until 12:00 am

Bidders will be informed of any amendments or changes on the Departments website

10. EVALUATION CRITERIA

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

Phase 1: Pre-Compliance

Phase 2: Mandatory Requirements

Phase 3: Functionality Criteria.

10.2 PHASE 1: Pre-compliance

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

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
Included in the Bid Document		
3	SCM - SBD 1 - Invitation to Bid	Completed and signed
4	SCM - SBD 4 – Bidders Disclosure	Completed and signed
5	CSD registration number/ SARS Tax Status Pin and CSD summary report	Attached CSD registration number/ Proof of CSD registration and/or SARS Tax Pin

ITEM NO.	ADMINISTRATIVE REQUIREMENTS	CHECK / COMPLIANCE
6	In case of bids where Consortia / Joint Ventures, Consortia/Joint Venture agreement signed by both parties must be submitted with bid proposal	JV agreement completed and signed, if applicable

10.3 PHASE 2: Mandatory Requirements

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

10.3.2. Tenderers who fail to comply or meet mandatory requirements will be disqualified and will not be evaluated further on functionality criterion.

10.3.3. The proposed Team Leader must be a registered professional with ECSA or SACQSP or SACLAP or SACAP. **Failure to comply with at least one of the required professional registrations will lead to a bid not being considered as responsive.**

10.3.4. Bidders must be specific of the team leader and the supporting professionals when completing the table below. Such must be supported by CV's and proof of professional registration (s).

10.3.5. Bidders are required to complete a table below by answering **YES or NO** and attach proof of the document listed on the table below:

Must be completed by bidder by answering yes or no and attach proof.

REQUIREMENT	NAME OF THE PROPOSED TEAM LEADER AND/OR STAFF PROFESSIONALS	PROOF ATTACHED: YES OR NO	
		YES	NO
Engineering Council of South Africa (ECSA) as a Professional Engineer or Professional Engineer Technologist for the following Engineering professionals • Civil Engineering • Coastal Engineering • Environmental Engineering • Structural Engineering • Mechanical Engineering • Electrical Engineering			

REQUIREMENT	NAME OF THE PROPOSED TEAM LEADER AND/OR STAFF PROFESSIONALS	PROOF ATTACHED: YES OR NO	
		YES	NO
Attach copies of valid certificates			
South African Council for the Quantity Surveying Profession (SACQSP) as a Professional Quantity Surveyor or Professional Quantity Surveyor Technologist **Attach copies of valid certificates**			
South African Council for the Landscape Architectural Profession (SACLAP) as a Professional Landscape or Professional Landscape Technologist **Attach copies of valid certificates**			
South African Council for the Architectural Profession (SACAP) as a Professional Architect or Professional Architect Technologist **Attach copies of valid certificates**			

10.4 PHASE 3: Functionality Criteria

10.4.1. Only bid proposals that meet pre-qualification and mandatory requirements will be evaluated on functionality criteria,

10.4.2. The bidder must score a minimum of 75% during Phase 3 (functionality / technical) of the evaluation to qualify for enlistment onto the panel.

10.4.3. The ratings from 1 to 5 will be applicable when evaluating functionality as detailed below:

GUIDELINES FOR CATEGORY CRITERIA	FUNCTIONALITY
Evidence of Company's successful completion of similar projects in the field of Built Environment.	**Bidder(s) must submit completion certificate(s)/ Positive Reference letter(s) for each of the successfully completed project of similar nature that briefly describe the type of services provided, the role of the bidder in the project, the duration, size of the project and the performance, the outcome of the project**
	Company experience in successfully completed projects

<table>
<tr><th>GUIDELINES FOR CATEGORY CRITERIA</th><th colspan="3">FUNCTIONALITY</th></tr>
<tr><td rowspan="8"></td><td colspan="3">covering planning and monitoring of infrastructure projects within the Built Environment in the past 15 years</td></tr>
<tr><td>This criterion covers the number of successfully completed projects</td><td>Indicator</td><td>Weight</td></tr>
<tr><td>5 or more projects successfully completed</td><td>5</td><td rowspan="6">25</td></tr>
<tr><td>4 projects successfully completed</td><td>4</td></tr>
<tr><td>3 projects successfully completed</td><td>3</td></tr>
<tr><td>2 projects successfully completed</td><td>2</td></tr>
<tr><td>1 similar project successfully completed</td><td>1</td></tr>
<tr><td>No similar projects successfully completed</td><td>0</td></tr>
<tr><td rowspan="9">The company’s experience, track record and knowledge in the fields of planning and monitoring infrastructure projects.</td><td colspan="3">Bidder (s) are required to demonstrate relevant past experience and competency of the company in planning and monitoring infrastructure projects.</td></tr>
<tr><td colspan="3">Bidder (s) should submit full details of reliable contactable signed positive reference letters for infrastructure projects which were successfully completed in the previous years. The letter should indicate the duration of the completed project in the past 15 years.</td></tr>
<tr><td>Company experience in planning and monitoring infrastructure projects.</td><td>Indicator</td><td>Weight</td></tr>
<tr><td>10 years‘ or more experience</td><td>5</td><td rowspan="6">30</td></tr>
<tr><td>7 and less than 10 years’ experience</td><td>4</td></tr>
<tr><td>5 and less than 7 years’ experience</td><td>3</td></tr>
<tr><td>3 and less than 5 years’ experience</td><td>2</td></tr>
<tr><td>1 and less than 3 years’ experience</td><td>1</td></tr>
<tr><td>Less than 1 year or No experience</td><td>0</td></tr>
<tr><td rowspan="4">Project Leader Experience</td><td colspan="3">This criterion covers the experience, and Professional Registration of the Team Leader</td></tr>
<tr><td colspan="3">Curriculum vitae are to include specific details of these individuals including, inter alia, relevant experience in planning and monitoring of infrastructure projects</td></tr>
<tr><td>Experience of the Professional Registered Team Leader</td><td>Indicator</td><td>Weight</td></tr>
<tr><td>7 years‘ or more experience</td><td>5</td><td>25</td></tr>
</table>

<table>
<tr><th>GUIDELINES FOR CATEGORY CRITERIA</th><th colspan="3">FUNCTIONALITY</th></tr>
<tr><td rowspan="5"></td><td>5 and less than 7 years' experience</td><td>4</td><td rowspan="5"></td></tr>
<tr><td>3 and less than 5 years' experience</td><td>3</td></tr>
<tr><td>2 and less than 3 years' experience</td><td>2</td></tr>
<tr><td>1 and less than 2 years' experience</td><td>1</td></tr>
<tr><td>Less than 1 year or No experience</td><td>0</td></tr>
<tr><td rowspan="9">Staff compliments: Only professional registered experts will be considered for this criteria (Professional Engineer or Professional Engineer Technologist for Engineering Discipline/Professional Quantity Surveyor or Professional Quantity Surveyor Technologist/Professional Landscape or Professional Landscape Technologist/Professional Architect or Professional Architect Technologist</td><td colspan="3">Relevant professional certification (ECSA/SACQSP/SACLAP/SACAP) of personnel that will be committed to the project</td></tr>
<tr><td colspan="3">Curriculum vitae are to include specific details of these individuals including, inter alia, relevant experience in planning and monitoring of infrastructure projects</td></tr>
<tr><td>Key staff shall entail all project leaders per profession or discipline</td><td>Indicator</td><td>Weight</td></tr>
<tr><td>Tender has submitted more than 7 of Professional Registration of Key Staff in the respective disciplines as listed in Section 3.1 above</td><td>5</td><td rowspan="6">20</td></tr>
<tr><td>Tender has submitted 5 to 6 of Professional Registration of Key Staff in the respective discipline</td><td>4</td></tr>
<tr><td>Tender has submitted 3 to 4 of Professional Registration of Key Staff in the respective disciplines as listed in Section 3.1 above</td><td>3</td></tr>
<tr><td>Tender has submitted 2 of Professional Registration of Key Staff in the respective disciplines as listed in Section 3.1 above</td><td>2</td></tr>
<tr><td>Tender has submitted 1 of Professional Registration of Key Staff in the respective disciplines as listed in Section 3.1 above</td><td>1</td></tr>
<tr><td>Tender has submitted no Professional Registration of Key Staff in the respective disciplines as listed in Section 3.1 above</td><td>0</td></tr>
<tr><td colspan="3">TOTAL POINTS ON FUNCTIONALITY</td><td>100</td></tr>
</table>

10.5 Procurement Regulation

10.5.1. Shortlisted tenders or panel of contractors will be evaluated according to the Preferential Procurement Regulation, 2017 (PPRs, 2017) issued by the Minister of Finance in terms of Section 5 (1) of the Preferential Procurement Policy Framework Act (PPPFA) No. 5 of 2000 or any amendments that might be introduced during the life span of the contract when requesting quotation (BoQ) for actual work.

10.5.2. For the purposes of the panel, the procedure for the evaluation of responsive tenders will be Quality/Functionality only.

11. BID SUBMISSION REQUIREMENTS

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

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

11.1.2. The information in the CV of the proposed experts should include relevant experience in the planning and monitoring of infrastructure projects in the chosen area of expertise demonstrating the required competency and are as follows:

11.1.2.1. Civil Engineering

11.1.2.2. Coastal Engineering

11.1.2.3. Environmental Engineering

11.1.2.4. Structural Engineering

11.1.2.5. Mechanical Engineering

11.1.2.6. Electrical Engineering

11.1.2.7. Landscape Architecture

11.1.2.8. Quantity Surveying

11.1.2.9. Architecture

11.1.3. Positive project reference letters specifying the role played by the service provider, listed projects or assignments, project value, and the duration of the project (start and end date).

11.1.4. Professional registration certificate with Engineering Council of South Africa (ECSA) as a Professional Engineer or Professional Engineer Technologist for the following engineering professionals

11.1.4.1. Civil Engineering

11.1.4.2. Coastal Engineering

11.1.4.3. Environmental Engineering

11.1.4.4. Structural Engineering

11.1.4.5. Mechanical Engineering

11.1.4.6. Electrical Engineering

11.1.5. Professional registration certificate with South African Council for the Quantity Surveying Profession (SACQSP) as a Professional Quantity Surveyor or Professional Quantity Surveyor Technologist for the proposed Quantity Surveyor.

11.1.6. Professional registration certificate with South African Council for the Landscape Architectural Profession (SACLAP) as a Professional Landscape or Professional Landscape Technologist for the proposed Landscape Architecture.

11.1.7. Professional registration with South African Council for the Architectural Profession (SACAP) as a Professional Architect or Professional Architect Technologist.

11.1.8. Standard bidding documents (SBD 1, 4, and 6.1) completed and signed.

11.1.9. Copy of Central Supplier Database (CSD) report and SARS Tax Pin Certificate.

12. LEGISLATIVE FRAMEWORK OF THE BID

12.1 Tax Legislation

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

12.1.2. Bidders who make taxable supplies in excess of R1 million in any 12-month conservative period are liable for compulsory VAT registration, but a person may also choose to register voluntarily provided that the minimum threshold of R500 000 has been exceeded in the past 12-month period.

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 should 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, or Accredited Verification Agency; or B-BBEE Certificate issued by CIPC, or Sworn Affidavit commissioned by Commissioner of Oaths together with their bids.

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

12.3 Privacy & 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, DFFE follows general principles in accordance with applicable privacy laws and the Protection of Personal Information Act 4 of 2013 (POPIA).

12.3.2. DFFE's role as the responsible party, is amongst others to process personal information for the intended purpose for which it was obtained and in line with legal agreements with its respective/prospective services providers and third parties.

12.3.3. DFFE will process personal information only with the knowledge and authorisation of the bidder/respondent and will treat personal information which comes to its knowledge as confidential and will not disclose it, unless so required by law or subject to the exception contained in the POPIA.

12.3.4. DFFE reserves all the rights afforded to it by the POPIA in the processing of any of its information as contained in this bid and the bidder/respondent is required to comply with all prescripts as detailed in the POPIA relating to all information concerning DFFE.

12.3.5. In responding to this bid, DFFE acknowledges that it will obtain and have access to personal information of the bidder/respondent. DFFE agrees that it shall only process the information disclosed by the bidder/respondent in their response to this bid for the purpose of evaluation and subsequent award of the tender and in accordance with any applicable law.

13. SPECIAL CONDITIONS OF CONTRACT

13.1 The performance measures for the delivery of the (specify the type of work you expect from the service provider/s) will be closely monitored by DFFE

13.2 The Service Provider/s will submit weekly, monthly and quarterly progress reports to the Programme Manager, within 4 days after the end of each month and quarter for the duration of the project. Failure to submit the required reports on time will result in penalties.

13.3 The Programme Manager shall do the ongoing performance management of the Service agreement.

13.4 The Service Provider/s must guarantee the presence of the Team Leader and each proposed professional expert proposed per discipline throughout the duration of the contract. Prior to the appointment of a replacement, the Programme Manager must approve such appointment. If the professional expert has to leave the project, a period of at least a 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 able to transfer skills and knowledge.

13.5 All the conditions specified in the General Conditions of Contract (GCC) will apply and where the conditions in the special conditions of contract contradicts the conditions in the general conditions of contract the special conditions of contract will prevail.

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

13.7 In a case, a tenderer is intending to sub-contract portion of work, such tenderer awarded a contract shall only enter sub-contracting arrangements with the approval of the department.

13.8 Please take note that DFFE is not bound to select any of the laboratories submitting proposals. DFFE reserves the right not to award any of the bids and not to award the contract to the lowest bidding price during competitive bidding process.

13.9 DFFE will not be held responsible for any costs incurred by the bidder in the preparation, presentation, and submission of the bids.

13.10 Intellectual property rights will belong to DFFE (Only applicable if necessary) e.g., Source codes, reports, printing etc.

13.11 Before any work can commence the MoA must be signed by both parties (DFFE and the successful bidder) as well as the issue of an official order. Should there be any dispute regarding the finalisation of the agreement, DFFE reserves the right to cancel the contract with no cost implications for the Department.

13.12 Any supplier who is not registered on CSD during an award stage of the tender will not be considered.

13.13 DFFE Project Manager and Supply Chain Management will be responsible to monitor the rotation of service providers enlisted into the panel.

13.14 Poor or non-performance by the bidder will result in cancellation of works orders.

13.15 Fee accounts shall be submitted on the Department's prescribed format, if available, obtainable on the Department's booklet for Professional fees.

13.16 All fee accounts shall be signed by a principal of the Service Provider and submitted in original format, failing which the accounts will be returned. Copies, facsimiles, electronic and other versions of fee accounts will not be considered for payment.

13.17 Time sheets giving full particulars of the work, date of execution and time duration, should be submitted with each fee account. If a Professional Service Provider or a Supplementary Professional Service Provider is appointed on Time-Basis.

13.18 Accounts for Services rendered may be submitted on the successful completion of an assignment. Interim accounts will be considered during the execution of the assignments but not more frequent than monthly except if otherwise agreed between the authorised and designated representative of the Service Provider and the Department.

14. PAYMENT TERMS

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

15. TECHNICAL ENQUIRIES

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

Name:	Ms Shiluva Maluleke	or	Mr Oscar Masilana
Office Telephone No:	012 399 9676		015 291 5526
E-Mail:	smaluleke@dffe.gov.za		omasilana@dffe.gov.za

THE NATIONAL TREASURY

Republic of South Africa

GOVERNMENT PROCUREMENT:

GENERAL CONDITIONS OF CONTRACT

July 2010

GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

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

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

- The General Conditions of Contract will form part of all bid documents and may not be amended.

- Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if (applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

TABLE OF CLAUSES

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 bemanufactured.

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 excludingimmovable property, unless otherwise indicated in the biddingdocuments.

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-partyclaims 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 thesuppliers 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 additionalrequirements, 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 theyincorporate 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 fromdesign, materials, or workmanship (except when the design and/ormaterial 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 finaldestination.

15.2 This warranty shall remain valid for twelve (12) months after thegoods, or any portion thereof as the case may be, have been deliveredto 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 likelyduration 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 shallbe 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 isincreased 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 inperformance 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 suppliershall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

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

27. Settlement of Disputes

27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

27.5 Notwithstanding any reference to mediation and/or court proceedings herein,

(a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
(b) the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of liability

28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;

(a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

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

29. Governing language

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

30. Applicable law

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

31. Notices

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

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

32. Taxes and duties

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

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

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