forestry, fisheries & the environment

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

INVITATION TO BID

BID NUMBER: DFFE-RFQ009 (25/26)

THE APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER TO DEVELOP FIVE (5) COMPREHENSIVE MANAGEMENT PLANS IDENTIFIED GAME RANCHES,FOR A PERIOD OF TWELVE (12) 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: 26 JANUARY 2026 AT 11:00 AM

There will be a compulsory briefing session, and the details are as follows:

Date: 12 December 2025

Time: 10H00 – 11H00

MS Teams Link: Join the meeting now

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-RFQ009 (25-26)	**CLOSING DATE:**	26 JANUARY 2026	**CLOSING TIME:**	11:00 AM
DESCRIPTION	**THE APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER TO DEVELOP FIVE (5) COMPREHENSIVE MANAGEMENT PLANS IDENTIFIED GAME RANCHES,FOR A PERIOD OF TWELVE (12) 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-RFQ009 (25-26)
CLOSING TIME 11:00 AM CLOSING DATE: 26 JANUARY 2026

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

DESCRIPTION: THE APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER TO DEVELOP FIVE (5) COMPREHENSIVE MANAGEMENT PLANS IDENTIFIED GAME RANCHES,FOR A PERIOD OF TWELVE (12) 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. PERSONS WHO WILL BE INVOLVED IN THE PROJECT AND RATES APPLICABLE (CERTIFIED INVOICES MUST BE RENDERED IN TERMS HEREOF)

4. PERSON AND POSITION

PERSON AND POSITION	HOURLY RATE	DAILY RATE
---	R-----------------------------	--------------------------------
---	R-----------------------------	--------------------------------
---	R-----------------------------	--------------------------------
---	R-----------------------------	--------------------------------
---	R-----------------------------	--------------------------------

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

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

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

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

TOTAL: R………………………………………………….

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

Name of Bidder: …….

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

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

TOTAL: R……………………………………………….

6. Period required for commencement with project after acceptance of bid ……………………………………………………………….

7. Estimated man-days for completion of project ……………………………………………………………….

8. Are the rates quoted firm for the full period of contract? *YES/NO

9. If not firm for the full period, provide details of the basis on which adjustments will be applied for, for example consumer price index. ……………………………………………………………….

……………………………………………………………….

……………………………………………………………….

……………………………………………………………….

***[DELETE IF NOT APPLICABLE]**

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

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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

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

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 PROFESSIONAL SERVICE PROVIDER TO DEVELOP FIVE (5) COMPREHENSIVE MANAGEMENT PLANS IDENTIFIED GAME RANCHES,FOR A PERIOD OF TWELVE (12) MONTHS

TABLE OF CONTENTS

1. PURPOSE

1.1. The purpose of this project is to appoint a professional service provider to develop five (5) comprehensive management plans that are compliant with relevant biodiversity related policy and legislative frameworks, for five (5) identified game ranches (one in Limpopo, one in Northern Cape, one in Mpumalanga, one in Eastern Cape, and one in KwaZulu Natal Province) .

The duration of the assignment will be twelve (12) months.

2. INTRODUCTION AND BACKGROUND

2.1. In December 2022, at the 15th Conference of the Parties (COP15) to the Convention on Biological Diversity (CBD), South Africa, as a Party to the Convention, adopted the Global Biodiversity Framework (also known as the Kunming-Montreal Global Biodiversity Framework). Target 3 of the Framework requires Parties, by 2030, to identify and implement measures to conserve 30% of land, inland waters, and coastal and marine areas, particularly those important for biodiversity and ecosystem functions and services. These areas must be effectively managed through ecologically representative, interconnected, and equitably governed systems of:

(a) protected areas, and
(b) other effective area-based conservation measures (OECMs), recognizing indigenous and traditional territories where applicable.

2.2. These systems must be integrated into wider landscapes, seascapes, and the ocean, ensuring that sustainable use within such areas is consistent with conservation outcomes, and that the rights of indigenous peoples and local communities, including their traditional territories, are recognized and respected.

2.3. South Africa's conservation estate comprises:
(a) Protected Areas declared under the National Environmental Management: Protected Areas Act, 2003 (Act No. 57 of 2003); and
(b) Conservation Areas.

2.4. As part of its commitment to achieving GBF Target 3, South Africa is required to report progress to the World Database on Protected Areas and OECMs. While the term "other effective area-based conservation measures" (OECMs) is not defined in South African law, the White Paper on the Conservation and Sustainable Use of South Africa's Biodiversity defines OECMs as:

2.5. "A geographically defined area other than a Protected Area, which is governed and managed in ways that achieve positive and sustained long-term outcomes for the in-situ conservation of biodiversity, with associated ecosystem functions and services, and where applicable, cultural, spiritual, socio-economic, and other locally relevant values."

2.5. OECMs therefore provide an internationally recognized framework to acknowledge effective in situ conservation efforts outside of traditional Protected Areas. They are expected to significantly contribute to South Africa's conservation estate and to the CBD's 30x30 target. OECMs also offer opportunities to strengthen existing conservation mechanisms and to complement national and provincial biodiversity stewardship frameworks.

2.6 The wildlife sector in South Africa, particularly game ranching, has substantial potential to contribute to GBF Target 3. The game ranching industry comprises approximately 9,000 private game ranchers covering an estimated 20.5 million hectares. Through progressive economic transformation programmes, such as land reform, the number of Historically Disadvantaged Individuals (HDIs) and communities owning and managing game ranches has increased. However, a study by Child et al. (2022) found that most game ranches do not currently qualify as OECMs due to insufficient evidence regarding:

(1) the existence of management plans or systems that explicitly embody biodiversity conservation; and
(2) the long-term security of biodiversity outcomes.

2.7. This is despite biodiversity conservation being a demonstrated outcome of wildlife-based working lands, with 78% of ranches containing potentially significant areas of Critical Biodiversity Areas (CBAs).

2.8 The Department of Forestry, Fisheries and the Environment (DFFE) is finalizing and implementing a market-led, voluntary Sustainable Wildlife Economy Certification Scheme. The scheme will be owned by the industry, with limited government involvement during implementation.

2.9. Given that game ranches do not currently meet OECM criteria due to the absence of management plans, this project seeks to assist at least five operating game ranches with the development of comprehensive farm management plans. These plans will contribute to national biodiversity conservation goals, as recipient ranches will be eligible to register as OECM sites and affiliate with the Sustainable Wildlife Economy Certification Scheme. Supporting game ranches with management plans will thus serve as a key mechanism to incentivize and formalize their conservation efforts.

3. OBJECTIVES

3.1. The objective is to appoint a professional service provider to:

3.1.1 Conduct thorough ecological and socio-economic assessments for each game ranch to inform the development of comprehensive management plans;

3.1.2 Develop five comprehensive management plans that are compliant with relevant biodiversity related policy and legislative framework, one for each identified game ranch (one in Limpopo, one in Northern Cape, one in Mpumalanga, one in Eastern Cape, and one in KwaZulu Natal Province), that address all OECM criteria;

3.1.3 Ensure that the management plans comply with the requirements of all relevant authorities; ;

3.1.4 Facilitate meaningful and documented engagement with all relevant stakeholders during the development of the management plans; and

3.1.5 Develop a practical guidance document to strengthen the capacity of ranch owners and managers to effectively implement the management plans.

4. SCOPE AND EXTENT OF WORK

4.1. The professional service provider will be expected to undertake the following:

4.1.1. Conduct comprehensive ecological and socio-economic assessments for each identified game ranch to inform the development of management plans. The assessments must include, but are not limited to, the following:

- **Ranch profile and objectives:** Provide a clear description of each game ranch's objectives, economic activities (current and planned), business model, and overall profile.
- **Baseline ecological study:** • Identify and map all species (flora and fauna), with specific attention to threatened or endemic species;
- Classify and map different vegetation types and critical habitats (e.g., wetlands, riparian zones);
- Assess key ecological processes such as fire regimes, water flow, and wildlife movement; and
- Identify and analyse threats to biodiversity, including invasive species, poaching, and habitat degradation.
- **Community and stakeholder interactions:**
- Identify all stakeholders (e.g., neighbouring landowners, local communities, and traditional authorities) directly or indirectly affected by the ranch operations;
- Assess current community resource use (e.g., grazing, water access, harvesting); and

- Evaluate the potential positive and negative socio-economic impacts of the ranch's operations on surrounding communities.

4.1.2. Develop five (5) comprehensive management plans, one for each identified game ranch (one in Limpopo, one in Northern Cape, one in Mpumalanga, one in Eastern Cape, and one in KwaZulu Natal Province). The plans must be compliant with relevant biodiversity-related policies and legislative frameworks, and must address all OECM criteria. Each plan must cover, but not be limited to, the following:

- **Assessment of current management practices:**
    - Review and assess existing management practices;
    - Evaluate the condition and environmental impact of existing infrastructure (e.g., fences, roads, and buildings);
    - Assess current wildlife management practices (e.g., population control, hunting quotas); and
    - Evaluate water use, waste management, and other resource utilization practices.
- **Formulation of management strategies:**
    - Based on the assessments, develop specific management strategies detailing actions for habitat management, species protection, and invasive species control;
    - Demonstrate how the proposed actions meet OECM criteria (governance, management effectiveness, and long-term conservation outcomes);
    - Define sustainable utilization strategies, such as hunting quotas and ecotourism guidelines;
    - Develop plans for efficient water use, responsible waste management, and minimizing environmental impacts;
    - Outline strategies for stakeholder engagement, including local communities and benefit-sharing mechanisms;
    - Establish a monitoring and evaluation system to track the effectiveness of management actions and incorporate adaptive management;
    - Develop a comprehensive fire management plan;
    - Outline measures to prevent poaching, manage human–wildlife conflict, and ensure the security of wildlife.
- **Drafting of the management plan:**
    - Provide an overview of the ranch and its management objectives;
    - Describe the ranch's location, history, and ecological context;
    - Summarize applicable legislation and policies;

- Present the ecological and socio-economic assessment findings;
- Provide a detailed description of the management strategies for each thematic area;
- Outline the implementation timeline, roles, and responsibilities; and
- Specify methods for monitoring progress and adapting the plan as required.

- **Assessment of current management practices:**

    - Review and assess existing management practices;
    - Evaluate the condition and environmental impact of existing infrastructure (e.g., fences, roads, and buildings);
    - Assess current wildlife management practices (e.g., population control, hunting quotas); and
    - Evaluate water use, waste management, and other resource utilization practices.

- **Formulation of management strategies:**
    - Based on the assessments, develop specific management strategies detailing actions for habitat management, species protection, and invasive species control;
    - Demonstrate how the proposed actions meet OECM criteria (governance, management effectiveness, and long-term conservation outcomes);
    - Define sustainable utilization strategies, such as hunting quotas and ecotourism guidelines;
    - Develop plans for efficient water use, responsible waste management, and minimizing environmental impacts;
    - Outline strategies for stakeholder engagement, including local communities and benefit-sharing mechanisms;
    - Establish a monitoring and evaluation system to track the effectiveness of management actions and incorporate adaptive management;
    - Develop a comprehensive fire management plan; and
    - Outline measures to prevent poaching, manage human–wildlife conflict, and ensure the security of wildlife.

4.1.3. Ensure that the management plans meet the requirements of all relevant authorities, focusing on, but not limited to, the following:

- Conduct a comprehensive review of all applicable legislation and policies, including but not limited to:
- National Environmental Management: Biodiversity Act, 2004 (NEMBA);
- National Environmental Management: Protected Areas Act, 2003 (NEMPAA);
- National Environmental Management Act, 1998 (NEMA);
- Relevant provincial conservation legislation;
- Applicable multilateral environmental agreements;
- Relevant municipal by-laws; and
- OECM criteria.
- Incorporate these legislative and policy requirements into the management plans to ensure compliance and alignment with biodiversity conservation objectives.

4.1.4. Facilitate meaningful and well-documented engagement with all relevant stakeholders during the development of the management plans, focusing on, but not limited to, the following:

- Consultation on draft plans: Engage with relevant stakeholders to review and provide input on the draft management plans, incorporate feedback, and finalise the plans for submission to the relevant authorities for approval.
- Number of engagements: Conduct a minimum of ten (10) stakeholder engagements in total, equating to at least two (2) engagements per game ranch during the development process.

4.1.5. Develop a practical guidance document to enhance the capacity of ranch owners and managers to effectively implement the management plans, focusing on, but not limited to, the following:

- **User-friendly summary: Provide a clear summary of each management plan tailored for ranch owners and managers.**

- **Implementation guide: Develop easy-to-follow guidance with step-by-step actions to support effective implementation.**

5. EXPECTED DELIVERABLES / OUTCOMES

5.1. The professional service provider will be required to produce the following deliverables:

5.1.1. An inception report outlining the ecological and socio-economic assessments for each game ranch;

5.1.2. A stakeholder engagement report for each game ranch, including attendance registers and minutes of engagements;

S

5.1.3. Final comprehensive management plans for each of the five (5) identified game ranches;

5.1.4. A user-friendly guidance document to support the implementation of the management plans by ranch owners and managers; and

5.1.5. A close-out report summarising the process, outcomes, and lessons learned.

6. PERIOD / DURATION OF PROJECT / ASSIGNMENT

6.1. .The project must be completed within twelve (12) months from the date of signing the Service Level Agreement (SLA) by both parties and the issuing of an official order by the Department of Forestry, Fisheries and the Environment (DFFE).

7. COSTING / COMPREHENSIVE BUDGET

7.1. Bidders must submit a comprehensive costed proposal inclusive of all costs, disbursements, expenses, and applicable taxes. Note: Travelling costs and time incurred between the service provider's home/office and the DFFE office will not be for the account of DFFE.

7.2. The financial proposal must be submitted in the same envelope as the technical proposal and must include all disbursement costs, expenses, and Value Added Tax (VAT), in line with Annexure A – Pricing Schedule. Service providers must quote for all activities included in the Pricing Schedule, unless explicitly indicated otherwise.

7.3. The bidder must ensure that the bid/quotation price aligns with the Pricing Schedule in Annexure A and Standard Bidding Document (SBD) 3.1. In the event of any discrepancies between the bid/quotation price and the SBD forms, the price reflected in SBD 3.3 will take precedence.

7.4. DFFE reserves the right to negotiate the final price with the recommended service provider identified through the evaluation process, without extending the same opportunity to other bidders not recommended.

7.5. The validity period of the bid is one hundred and twenty (120) days from the bid closing date. DFFE reserves the right to extend the validity period, in which case written communication will be sent to all bidders who submitted bids. In terms of procedural fairness, bidders will be required to confirm in writing their acceptance of the extended validity period and bid price. Any bidder who fails to provide such written confirmation will not be considered further once the initial validity period expires.

7.6. **Note: Modification (increase or decrease) of the prescribed quantities in Annexure A:** Pricing Schedule is strictly prohibited. Bidders who fail to comply with this requirement will be deemed non-responsive and will not be evaluated further.

8. INFORMATION SESSION

8.1.	Is a briefing session applicable?	**Yes**
8.2.	Is it a compulsory briefing session?	**Yes**

8.3. The briefing session will be held as follows:

Date: **12 December 2025**

Time: **10H00 – 11H00**

Platform/ Venue: **Join the meeting now**

8.4. Bidders who fail to attend a compulsory briefing session will be disqualified and will not be evaluated further.

8.5. Requests for clarification of the tender document, questions, or queries must be submitted in writing to the DFFE email address listed under Technical Enquiries. Such requests must be submitted at least seven (7) calendar days before the stipulated closing date and time of the tender. DFFE will not be held liable for any failure to respond to questions and/or queries raised by bidders.

9. EVALUATION CRITERIA

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

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

9.2. PHASE 1: PRE-COMPLIANCE

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

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

ITEM NO.	ADMINISTRATIVE REQUIREMENTS	CHECK/ COMPLIANCE
1	Master Bid Document	Provided and bound
2	Electronic Copy (USB)	Same as the master bid document
3	SCM - SBD 1 - Invitation to Bid	Completed and signed
4	Tax Compliance and CSD Registration	CSD registration number/ Proof of CSD registration and/ or SARS Tax Pin attached.
5	SBD 3.3 - Pricing Schedule- Aligned to Annexure A	Completed
6	SCM - SBD 4 – Bidders Disclosure	Completed and signed
7	SCM - SBD 6.1 - Preference Points Claim Form in terms of the Preferential Procurement Regulations 2022	Completed and signed
8	B-BBEE	Submitted a valid B-BBEE Status Level Verification Certificate issued by SANAS, or Accredited Verification Agency, or B-BBEE Certificate issued by CIPC, or a Sworn Affidavit commissioned by the Commissioner of Oaths.
9	Letter of Authority to sign documents on behalf of the company.	Completed and signed

9.3. PHASE 2: MANDATORY REQUIREMENTS

9.3.1. The mandatory requirements will apply, and bidders must comply with the requirements indicated hereunder.

9.3.2. Bidders who fail to comply or meet mandatory requirements listed on the below table will be disqualified and will not be evaluated further.

REQUIREMENTS
Attendance of Compulsory Briefing Session. *(NB: DFFE will verify the supplier attendance on MS Teams using the attendance register generated by the system)*

9.4. PHASE 3: FUNCTIONALITY CRITERIA

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

9.4.2. Bidders must achieve a minimum score of seventy-five percent (75%) , during the functionality evaluation to qualify for Phase 4 (Price and Preference Points).

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

GUIDELINES FOR CATEGORY CRITERIA	FUNCTIONALITY: (GUIDELINES FOR CRITERIA APPLICATION)	WEIGHT
A proposed project plan, methodology and management of the project in the development of biodiversity conservation related management plans & feasibility studies.	**Bidders are required to provide a detailed project plan with intermediate, and final outputs and identified timeframes/ milestones of proposed methodology in the development of biodiversity conservation related management plans & feasibility studies.** **A proposed project plan, methodology and management of the project the development of biodiversity conservation related management plans & feasibility studies which covers the following sub-heading:** • **Structured Work Breakdown: A 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.**	

<table>
<tr><th>GUIDELINES FOR CATEGORY CRITERIA</th><th colspan="2">FUNCTIONALITY: (GUIDELINES FOR CRITERIA APPLICATION)</th><th>WEIGHT</th></tr>
<tr><td rowspan="5"></td><td>Project plan, methodology and project management in the development of biodiversity conservation related management plans & feasibility studies.</td><td>Indicator</td><td rowspan="5">20</td></tr>
<tr><td>Comprehensive project plan covering all six (6) sub-criteria with sufficient detail and clarity.</td><td>5</td></tr>
<tr><td>Project plan covers five (5) sub-criteria in adequate detail.</td><td>4</td></tr>
<tr><td>Project plan covers four (4) sub-criteria in adequate detail.</td><td>3</td></tr>
<tr><td>Project plan covers less than four (4) sub-criteria or fails to provide sufficient detail.</td><td>0</td></tr>
<tr><td rowspan="6">Qualification(s) of the Project Team Leader (Key Expert 1). .</td><td colspan="3">Bidders must submit proof of relevant qualifications for the Project Team Leader (Key Expert 1) in Environmental Management or Nature Conservation.</td></tr>
<tr><td>Qualification(s) of Project Team Leader (Key Expert 1) in Environmental Management or Nature Conservation.</td><td>Indicator</td><td rowspan="5">20</td></tr>
<tr><td>A PHD qualification (NQF 10) in Environmental Management or Nature Conservation</td><td>5</td></tr>
<tr><td>A Masters qualification (NQF 9) in in Environmental Management or Nature Conservation</td><td>4</td></tr>
<tr><td>An Honours degree or Post Graduate diploma or Professional qualification (s) (NQF 8) in Environmental Management or Nature Conservation.</td><td>3</td></tr>
<tr><td>A Bachelor's degree or Advanced Diplomas or Post Graduate Certificate or B-tech</td><td>2</td></tr>
</table>

<table>
<tr><th>GUIDELINES FOR CATEGORY CRITERIA</th><th colspan="2">FUNCTIONALITY: (GUIDELINES FOR CRITERIA APPLICATION)</th><th>WEIGHT</th></tr>
<tr><td rowspan="3"></td><td>qualification (s) (NQF 7) in Environmental Management or Nature Conservation</td><td></td><td rowspan="3"></td></tr>
<tr><td>A National Diploma or Advanced certificates qualification(s) (NQF 6) in Environmental Management or Nature Conservation</td><td>1</td></tr>
<tr><td>No qualification (s) attached/ submitted or qualification(s) below NQF 6</td><td>0</td></tr>
<tr><td rowspan="7">Experience of Project/ Team Leader (Key Expert 1) to be assigned to the project</td><td colspan="2">Bidders must demonstrate that the proposed Project Team Leader (Key Expert 1) has relevant experience in the field of biodiversity conservation–related management plans and feasibility studies.
• A detailed curriculum vitae (CV) must be submitted for the Project Team Leader.
• The CV must include specific project experience, roles performed, and at least three (3) contactable references.
• Only relevant professional experience will be considered for scoring purposes.</td><td rowspan="7">20</td></tr>
<tr><td>Experience of Project/ Team Leader (Key Expert 1) in the field of biodiversity conservation related management plans & feasibility studies.</td><td>Indicator</td></tr>
<tr><td>Five (5) years or more years’ experience</td><td>5</td></tr>
<tr><td>Four (4) years and above and less than 5 years’ experience</td><td>4</td></tr>
<tr><td>Three (3) years and above and less than 4 years’ experience</td><td>3</td></tr>
<tr><td>Two (2) years and above and less than 3 years’ experience</td><td>2</td></tr>
<tr><td>One (1) year and above and less than 2 years’ experience</td><td>1</td></tr>
</table>

GUIDELINES FOR CATEGORY CRITERIA	FUNCTIONALITY: (GUIDELINES FOR CRITERIA APPLICATION)		WEIGHT
	Less than One (1) year experience or no experience	0	
	Bidders must demonstrate that the proposed Project Team Leader (Key Expert 1) has relevant experience in the field of biodiversity conservation–related management plans and feasibility studies. • **A detailed curriculum vitae (CV) must be submitted for the Project Team Leader.** • **The CV must include specific project experience, roles performed, and at least three (3) contactable references.** • **Only relevant professional experience will be considered for scoring purposes.**		
Experience and track record of Team member (Key Expert 2)	**Experience of Team member (Key Expert 2) in the field of biodiversity conservation related management plans & feasibility studies**	**Indicator**	**10**
	Five (5) years or more years' experience	5	
	Four (4) years and above and less than 5 years' experience	4	
	Three (3) years and above and less than 4 years' experience	3	
	Two (2) years and above and less than 3 years' experience	2	
	One (1) year and above and less than 2 years' experience	1	
	Less than One (1) year experience or no experience	0	
	Bidder(s) are required to demonstrate relevant experience and competency of the company for all successfully completed projects. Bidder (s) should submit full details of reliable evidence or contactable dully signed positive references letters on client company letterhead where projects were successfully completed		

<table>
<tr><th>GUIDELINES FOR CATEGORY CRITERIA</th><th colspan="2">FUNCTIONALITY: (GUIDELINES FOR CRITERIA APPLICATION)</th><th>WEIGHT</th></tr>
<tr><td rowspan="9">The service provider experience and track record in the field of biodiversity conservation-related management plans and feasibility studies</td><td colspan="3">in the field of biodiversity conservation-related management plans and feasibility studies.</td></tr>
<tr><td>Company experience in successfully completed projects in the field of biodiversity conservation-related management plans and feasibility studies</td><td>Indicator</td><td rowspan="7">30</td></tr>
<tr><td>Five (5) or more successfully completed projects, each supported by duly signed positive reference letters</td><td>5</td></tr>
<tr><td>4 successfully completed projects with 4 duly signed positive reference letters</td><td>4</td></tr>
<tr><td>3 successfully completed projects with 3 duly signed positive reference letters</td><td>3</td></tr>
<tr><td>2 successfully completed projects with 2 duly signed positive reference letters</td><td>2</td></tr>
<tr><td>1 successfully completed project with 1 duly signed positive reference letter</td><td>1</td></tr>
<tr><td>No successfully completed projects, or no valid reference letters submitted</td><td>0</td></tr>
<tr><td colspan="3">TOTAL POINTS ON FUNCTIONALITY</td><td>100</td></tr>
</table>

9.5. PHASE 4: PRICE AND PREFERENCE POINTS

9.5.1. . The preference point system applicable to this bid is the 80/20 system, in line with the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000) and the Preferential Procurement Regulations, 2022.

9.5.2. 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) by Black people, Women, or people with disabilities

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

9.5.3. The bid will be awarded to the bidder scoring the highest total points for Price and Preference, provided that all phases of the evaluation criteria have been met and all tender requirements complied with. However, in terms of Section 2(1)(f) of the PPPFA, a contract may be awarded to a bidder that did not score the highest total points if objective criteria justify the award.

9.5.4. A maximum of 20 Points will be allocated for either of the specific goals tabulated below:

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

9.5.5. To claim preference points for specific goals, bidders must submit the following with their bids:

a) A fully completed and signed SBD 6.1 (Preference Points Claim Form);

b) b) A valid B-BBEE Status Level Verification Certificate issued by SANAS, or by an Accredited Verification Agency; or a B-BBEE Certificate issued by CIPC; or a duly affidavit commissioned by a Commissioner of Oaths;

c) A valid Central Supplier Database (CSD) registration report, or a valid CSD number/MAAA number **NB:** Failure to submit the proof or documentation required above will be deemed to mean that the bidder is not claiming preference points for specific goals.

10. BID SUBMISSION REQUIREMENTS

10.1. Bidders must ensure that the following submission requirements are included in their bid proposal for evaluation purposes:

10.1.1. A table of contents clearly indicating the location of each document in the proposal.

10.1.2. One (1) master original proposal document, clearly indicating prices on SBD 3.3 and, where applicable, on Annexure A (Price Schedule).

10.1.3. Curriculum vitae (CVs) of the proposed Project Team Leader and key team members, detailing relevant qualifications and experience in the chosen area of expertise.

10.1.4. Project references specifying the role played by the service provider in the listed projects or assignments.

10.1.5. A detailed project plan, clearly identifying:

- the individual responsible for overall management of the assignment;
- the execution strategy; andthe allocation of team members to specific tasks, based on their
- relevant experience in delivering the scope of work.

10.1.6. Completed and signed standard bidding documents (SBD 1, SBD 3.3, SBD 4, and SBD 6.1).

10.1.7. A valid Central Supplier Database (CSD) report or a valid Tax Compliance Status (TCS) Pin Certificate issued by SARS.

10.1.8. A duly signed **Letter of Authority** authorising the signatory to sign documents on behalf of the bidding entity.

11. LEGISLATIVE FRAMEWORK OF THE BID

11.1. Tax Legislation

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

11.1.2 Bidders who make taxable supplies more than R1 million in any 12-month conservative period are liable for compulsory VAT registration, but a person may also choose to register voluntarily provided that the minimum threshold of R50 000 has been exceeded in the past 12-month period.

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

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

11.2. Procurement Legislation

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

11.2.2 Bidders are requested to submit a valid B-BBEE Status Level Verification Certificate issued by SANAS Accredited Verification Agency, or B-BBEE Certificate issued by CIPC, or a Sworn Affidavit commissioned by Commissioner of Oaths together with their bids. The sworn affidavit must be signed by the deponent (Bidder), in the presence of a Commissioner of Oaths where the Commissioner of Oaths must affix his/her signature, together with the stamp of the office, and affix a date on which the signature was affixed. Furthermore, the dates of the deponent and the CoO must correspond.

11.2.3 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.

11.3. Privacy and Protection of Personal Information Act 4 of 2013

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

11.3.2 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 service providers and third parties.

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

11.3.4 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.

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

12. SPECIAL CONDITIONS OF THE CONTRACT

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

12.2. The service provider shall participate in monthly progress meetings for the first two (2) months of the project and thereafter submit bi-monthly progress reports to the Project Manager, within the stipulated timelines, following the completion of each deliverable. Failure to submit required reports on time may result in penalties.

12.3. The Project Manager shall be responsible for the ongoing management of the Service Level Agreement (SLA).

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

12.5. The service provider must guarantee the presence of the senior consultant in charge of fieldwork throughout the duration of the contract.

12.6. Any replacement of the senior consultant must be approved by the Project Manager prior to appointment. Where a replacement is required, the outgoing consultant must work in parallel with the incoming consultant for at least one (1) month to ensure effective skills and knowledge transfer. The replacement must have comparable expertise and experience.

12.7. All conditions specified in the General Conditions of Contract (GCC) will apply. Where these Special Conditions of Contract contradict the GCC, the Special Conditions shall prevail.

12.8. The service provider shall notify DFFE in writing of all subcontracts awarded under this contract, if not already specified in the bid. Such notification shall not relieve the service provider of any liability or obligation under the contract.

12.9. Proposals must be submitted with all required technical and supporting information.

12.10. DFFE reserves the right to reject proposals that are not submitted in the prescribed format, or where information is illegible or incomplete. Such proposals will not be evaluated further.

12.11. DFFE reserves the right to request additional information during the evaluation process. Bidders must provide such information within the stipulated timelines. Failure to comply may lead to disqualification.

12.12. A trust, consortium, or joint venture will qualify for preference points if their average combined ownership is more than fifty percent (50%) on specific goals. (For example, where two or more companies claim preference points, ownership/directorship will be combined and divided by the number of companies to calculate preference points.)

12.13. DFFE reserves the right to request additional information to validate any information submitted by bidders, including preference points claimed.

12.14. 12.14. If DFFE determines that a bidder submitted false information regarding a specific goal, DFFE must notify the bidder accordingly and provide fourteen (14) calendar days to make representations as to why:

- The tender should not be disqualified; or
- If the tender has already been awarded, why the contract should not be terminated.

12.15. After considering such representations, DFFE may, if it concludes that the information was false, disqualify the bidder or terminate the contract, and, if applicable, claim damages.

12.16. Poor or non-performance by the bidder will result in the cancellation of the contract.

12.17. DFFE is not obliged to select any of the firms submitting proposals. It reserves the right not to award any bid and not to award the contract to the lowest-priced bidder.

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

12.19. The Department will consider company and individual personnel experience and qualifications obtained both within and outside the Republic of South Africa (RSA). For evaluation purposes, qualifications obtained outside RSA must be accompanied by a South African Qualifications Authority (SAQA) Certificate of Evaluation (SCoE). The SCoE must indicate SAQA's recognition decision regarding the foreign qualification and its comparability with a South African qualification registered on the National Qualifications Framework (NQF). Foreign qualifications not accompanied by an SCoE will not be considered.

12.20. The recognition of foreign qualifications is in terms of the National Qualifications Framework (NQF) Act, No. 67 of 2008 (as amended) and is carried out by SAQA in accordance with the Policy and Criteria for Evaluating Foreign Qualifications within the South African NQF (2017, as amended). (www.saqa.org.za)

13. PAYMENT TERMS

13.1. The Service Provider shall submit a detailed tax invoice to the Department, accompanied by supporting evidence and/or reports for completed deliverables.

13.2. Upon receipt of the invoice and supporting documentation, the Department shall have seven (7) calendar days to review and approve the submission.

13.3. If the invoice and supporting documentation are approved, the Department shall process and effect payment within twenty-three (23) calendar days of such approval, ensuring that the total payment period does not exceed thirty (30) calendar days from the date of receipt of the invoice.

13.4.

14. TECHNICAL ENQUIRIES

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

15. ANNEXURE A -– PRICING SCHEDULE

NAME OF THE BIDDER……

EXPECTED DELIVERABLES	QUANTITY	UNIT PRICE (EXCLUDING VAT)	VAT @ 15 OF THE UNIT PRICE	TOTAL PRICE (INCLUDING VAT)
1. **Inception report** detailing the ecological and socio-economic assessments of each site. (at 20% of the Contract Value)	01	**R……………………………..**	**R………………………...**	**R…………………………………..**
2. **Stakeholder engagement report** including attendance registers and minutes for each game ranch. (at 20% of the Contract Value)	01	**R……………………………..**	**R………………………...**	**R…………………………………..**
3. **Final management plans** for each game ranch. (at 30% of the Contract Value)	05	**R……………………………**	**R………………………...**	**R…………………………………..**
4. **Guidance document** on the implementation of the management plans. (at 10% of the Contract Value)	01	**R……………………………**	**R………………………...**	**R…………………………………..**
5. **Close out Report.** (10% of the Contract Value)	01	**R……………………………**	**R………………………...**	**R…………………………………..**
SUB TOTAL (EXCLUDING VAT)				**R……………………………………….**
VAT				**R……………………………………….**
PROJECT TOTAL (INCLUDING VAT)				**R…………………...………………….**

16. ANNEXURE B – CV TEMPLATE TO BE COMPLETED BY THE PROJECT TEAM LEADER AND TEAM MEMBER

CV TEMPLATE

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

7. Education:

Year Completed	Institution	Qualification(s) obtained	NQF Level

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

Language	Reading	Speaking	Writing

9. Membership of professional bodies:

Name of professional body	Year joined	Membership Number

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

11. Present position:

Name of Employer	
Position	
Date from - Date to	

12. Years within the institution:

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

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

14. Professional experience:

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

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

THE NATIONAL TREASURY

Republic of South Africa

GOVERNMENT PROCUREMENT:

GENERAL CONDITIONS OF CONTRACT

July 2010

GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

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

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

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

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

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 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