



forestry, fisheries  
& the environment

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

## **INVITATION TO BID**

### **BID NUMBER: DFFE-T004 (22/23)**

APPOINTMENT OF SERVICE PROVIDER(S) TO RENDER PROJECT MANAGEMENT SERVICES FOR THE EMPLOYMENT OF 2451 COMMUNITY MEMBERS IN LIMPOPO AND EASTERN CAPE PROVINCES TO PARTICIPATE IN THE BIODIVERSITY ECONOMY – SUPPORT FOR 19 TRADITIONAL AUTHORITIES PROJECT AS PART OF THE PRESIDENTIAL ECONOMIC STIMULUS PACKAGE FOR A DURATION OF SIX (6) MONTHS.

Contact persons:

Name: Ms Natalie Feltman

Tel No. 012 399 8917 / 082 653 2713

E-Mail: [Nfeltman@environment.gov.za](mailto:Nfeltman@environment.gov.za)

#### **NATIONAL TREASURY CENTRAL SUPPLIER DATABASE (CSD) REGISTRATION INFORMATION**

| Bidder name | Registration number | Central Supplier Database (CSD number) |                                            |
|-------------|---------------------|----------------------------------------|--------------------------------------------|
|             |                     |                                        | Main contractor                            |
|             |                     |                                        | Sub-contracted/<br>joint venture<br>comp 1 |
|             |                     |                                        | Sub-contracted/<br>joint venture<br>comp 2 |
|             |                     |                                        |                                            |
|             |                     |                                        |                                            |
|             |                     |                                        |                                            |

**CLOSING DATE OF THE BID: 01 JULY 2022 AT 11H00**

## PART A INVITATION TO BID /

|                                                                                                                                                                                                                            |                                                                                                                                                                                                                                                                                                                                                       |               |                                                                          |                                                                                        |       |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|--------------------------------------------------------------------------|----------------------------------------------------------------------------------------|-------|
| <b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)</b>                                                                                                                           |                                                                                                                                                                                                                                                                                                                                                       |               |                                                                          |                                                                                        |       |
| BID NUMBER:                                                                                                                                                                                                                | DFFE-T004 (22/23)                                                                                                                                                                                                                                                                                                                                     | CLOSING DATE: | 01 July 2022                                                             | CLOSING TIME:                                                                          | 11:00 |
| DESCRIPTION                                                                                                                                                                                                                | <b>APPOINTMENT OF SERVICE PROVIDER(S) TO RENDER PROJECT MANAGEMENT SERVICES FOR THE EMPLOYMENT OF 2451 COMMUNITY MEMBERS IN LIMPOPO AND EASTERN CAPE PROVINCES TO PARTICIPATE IN THE BIODIVERSITY ECONOMY – SUPPORT FOR 19 TRADITIONAL AUTHORITIES PROJECT AS PART OF THE PRESIDENTIAL ECONOMIC STIMULUS PACKAGE FOR A DURATION OF SIX (6) MONTHS</b> |               |                                                                          |                                                                                        |       |
| <b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)</b>                                                                                                                                 |                                                                                                                                                                                                                                                                                                                                                       |               |                                                                          |                                                                                        |       |
| Department of Forestry Fisheries and the Environment; The Environment House,                                                                                                                                               |                                                                                                                                                                                                                                                                                                                                                       |               |                                                                          |                                                                                        |       |
| 473 Steve Biko Road; Cnr Soutpansberg and Steve Biko Road, Arcadia Pretoria /Tshwane                                                                                                                                       |                                                                                                                                                                                                                                                                                                                                                       |               |                                                                          |                                                                                        |       |
| <b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>                                                                                                                                                                      |                                                                                                                                                                                                                                                                                                                                                       |               | <b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>                           |                                                                                        |       |
| CONTACT PERSON                                                                                                                                                                                                             | Ms Vonani Rikhotso ,Ms Tlotlo Thupe                                                                                                                                                                                                                                                                                                                   |               | CONTACT PERSON                                                           | Ms Natalie Feltman                                                                     |       |
| TELEPHONE NUMBER                                                                                                                                                                                                           | 012 399 9670                                                                                                                                                                                                                                                                                                                                          |               | TELEPHONE NUMBER                                                         | 012 399 8917 / 0826532713                                                              |       |
| FACSIMILE NUMBER                                                                                                                                                                                                           | N/A                                                                                                                                                                                                                                                                                                                                                   |               | FACSIMILE NUMBER                                                         |                                                                                        |       |
| E-MAIL ADDRESS                                                                                                                                                                                                             | vrikhotso@dffe.gov.za<br>mthupe@dffe.gov.z                                                                                                                                                                                                                                                                                                            |               | E-MAIL ADDRESS                                                           | Nfeltman@environment.gov.za                                                            |       |
| <b>SUPPLIER INFORMATION</b>                                                                                                                                                                                                |                                                                                                                                                                                                                                                                                                                                                       |               |                                                                          |                                                                                        |       |
| NAME OF BIDDER                                                                                                                                                                                                             |                                                                                                                                                                                                                                                                                                                                                       |               |                                                                          |                                                                                        |       |
| POSTAL ADDRESS                                                                                                                                                                                                             |                                                                                                                                                                                                                                                                                                                                                       |               |                                                                          |                                                                                        |       |
| STREET ADDRESS                                                                                                                                                                                                             |                                                                                                                                                                                                                                                                                                                                                       |               |                                                                          |                                                                                        |       |
| TELEPHONE NUMBER                                                                                                                                                                                                           | CODE                                                                                                                                                                                                                                                                                                                                                  |               | NUMBER                                                                   |                                                                                        |       |
| CELLPHONE NUMBER                                                                                                                                                                                                           |                                                                                                                                                                                                                                                                                                                                                       |               |                                                                          |                                                                                        |       |
| FACSIMILE NUMBER                                                                                                                                                                                                           | CODE                                                                                                                                                                                                                                                                                                                                                  |               | NUMBER                                                                   |                                                                                        |       |
| E-MAIL ADDRESS                                                                                                                                                                                                             |                                                                                                                                                                                                                                                                                                                                                       |               |                                                                          |                                                                                        |       |
| VAT REGISTRATION NUMBER                                                                                                                                                                                                    |                                                                                                                                                                                                                                                                                                                                                       |               |                                                                          |                                                                                        |       |
| SUPPLIER COMPLIANCE STATUS                                                                                                                                                                                                 | TAX COMPLIANCE SYSTEM PIN:                                                                                                                                                                                                                                                                                                                            |               | OR                                                                       | CENTRAL SUPPLIER DATABASE No:                                                          | MAAA  |
| B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE                                                                                                                                                                               | TICK APPLICABLE BOX]                                                                                                                                                                                                                                                                                                                                  |               | B-BBEE STATUS LEVEL SWORN AFFIDAVIT                                      | [TICK APPLICABLE BOX]                                                                  |       |
|                                                                                                                                                                                                                            | <input type="checkbox"/> Yes <input type="checkbox"/> No                                                                                                                                                                                                                                                                                              |               |                                                                          | <input type="checkbox"/> Yes <input type="checkbox"/> No                               |       |
| <b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>                                                      |                                                                                                                                                                                                                                                                                                                                                       |               |                                                                          |                                                                                        |       |
| ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?                                                                                                                              | <input type="checkbox"/> Yes <input type="checkbox"/> No<br>[IF YES ENCLOSE PROOF]                                                                                                                                                                                                                                                                    |               | ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED? | <input type="checkbox"/> Yes <input type="checkbox"/> No<br>[IF YES, ANSWER PART B:3 ] |       |
| <b>QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>                                                                                                                                                                          |                                                                                                                                                                                                                                                                                                                                                       |               |                                                                          |                                                                                        |       |
| IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?                                                                                                                                                            |                                                                                                                                                                                                                                                                                                                                                       |               |                                                                          | <input type="checkbox"/> YES <input type="checkbox"/> NO                               |       |
| DOES THE ENTITY HAVE A BRANCH IN THE RSA?                                                                                                                                                                                  |                                                                                                                                                                                                                                                                                                                                                       |               |                                                                          | <input type="checkbox"/> YES <input type="checkbox"/> NO                               |       |
| DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?                                                                                                                                                                 |                                                                                                                                                                                                                                                                                                                                                       |               |                                                                          | <input type="checkbox"/> YES <input type="checkbox"/> NO                               |       |
| DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?                                                                                                                                                                      |                                                                                                                                                                                                                                                                                                                                                       |               |                                                                          | <input type="checkbox"/> YES <input type="checkbox"/> NO                               |       |
| IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?                                                                                                                                                                  |                                                                                                                                                                                                                                                                                                                                                       |               |                                                                          | <input type="checkbox"/> YES <input type="checkbox"/> NO                               |       |
| <b>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.</b> |                                                                                                                                                                                                                                                                                                                                                       |               |                                                                          |                                                                                        |       |

## PART B

### TERMS AND CONDITIONS FOR BIDDING

|                                       |                                                                                                                                                                                                                                           |
|---------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>1. BID SUBMISSION:</b>             |                                                                                                                                                                                                                                           |
| 1.1.                                  | BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.                                                                                                                   |
| 1.2.                                  | <b>ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.</b>                                                                                                    |
| 1.3.                                  | THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT. |
| 1.4.                                  | <b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).</b>                                                                                                                                         |
| <b>2. TAX COMPLIANCE REQUIREMENTS</b> |                                                                                                                                                                                                                                           |
| 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 <a href="http://WWW.SARS.GOV.ZA">WWW.SARS.GOV.ZA</a> .                                                                                  |
| 2.4                                   | BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.                                                                                                                                                                  |
| 2.5                                   | IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.                                                                                            |
| 2.6                                   | WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.                                                                                                             |
| 2.7                                   | NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."                       |

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

SIGNATURE OF BIDDER:

.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:

.....

(Proof of authority must be submitted e.g. company resolution)

DATE:

.....

**PRICING SCHEDULE**  
(Professional Services)

|                       |                            |
|-----------------------|----------------------------|
| NAME OF BIDDER: ..... | BID NO: DFFE-T004(22-23)   |
| CLOSING TIME: 11h00   | CLOSING DATE: 01 JULY 2022 |

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

DESCRIPTION: APPOINTMENT OF SERVICE PROVIDER(S) TO RENDER PROJECT MANAGEMENT SERVICES FOR THE EMPLOYMENT OF 2451 COMMUNITY MEMBERS IN LIMPOPO AND EASTERN CAPE PROVINCES TO PARTICIPATE IN THE BIODIVERSITY ECONOMY – SUPPORT FOR 19 TRADITIONAL AUTHORITIES PROJECT AS PART OF THE PRESIDENTIAL ECONOMIC STIMULUS PACKAGE FOR A DURATION OF SIX (6) MONTHS

**ANNEXURE A-PRICING GUIDELINE FOR LIMPOPO**

**PROJECT COMPONENTS**

|   | Project Component                    | Activities (not limited to)                                                                                                                                                                                                                                                                                            | Cost   |
|---|--------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------|
| A | Mass Cultivation                     | <ul style="list-style-type: none"> <li>Clearing of land to be used as cultivation sites;</li> <li>Preparation of cultivation plots;</li> <li>Propagation and cultivation of plants;</li> <li>Maintenance of cultivation plots including weeding and pest control and protection against animal destruction.</li> </ul> | R..... |
| B | Harvesters and collectors            | <ul style="list-style-type: none"> <li>Harvesting and collecting of plant material in the wild;</li> <li>Marking of harvesting sites;</li> <li>Record keeping of harvested material for improved traceability;</li> </ul>                                                                                              | R..... |
| C | Traditional Knowledge identification | <ul style="list-style-type: none"> <li>Conduct door-to-door visits to community members to record traditional knowledge related to the use of indigenous plants;</li> <li>Keep record of all households visited using the relevant recording tools and templates provided by the department.</li> </ul>                | R..... |

**PRICING SCHEDULE PER ITEM REQUIRED PER PROJECT COMPONENT**

| Item          |                                                                                     | Specification                                                          | Colour        | Size                              | Project component | Quantity per participant/ Traditional Authority | No. of participants/No. of Traditional Authorities | Total | Unit Price | Price  |
|---------------|-------------------------------------------------------------------------------------|------------------------------------------------------------------------|---------------|-----------------------------------|-------------------|-------------------------------------------------|----------------------------------------------------|-------|------------|--------|
| Footwear      |    | <ul style="list-style-type: none"> <li>Safety Utility boots</li> </ul> | Black         | To be confirmed after recruitment | A and B           | 1 pair per participant                          | 2318                                               | 2318  | R.....     | R..... |
| Sun Hats      |    | Bush legendary hats                                                    | Emerald green | To be confirmed after recruitment | A, B and C        | 1 item per participant                          | 2451                                               | 2451  | R.....     | R..... |
| Garden Gloves |   | Pigskin gloves                                                         | Any colour    | To be confirmed after recruitment | A and B           | 1 pair per participant                          | 2318                                               | 2318  | R.....     | R..... |
| Overalls      |  | Overall 2 piece 100% cotton standard conti-suits                       | Emerald Green | To be confirmed after recruitment | A and B           | 1 suit per participant                          | 2318                                               | 2318  | R.....     | R..... |

| Item            |                                                                                                                                                    | Specification                                                       | Colour | Size                                                                           | Project component | Quantity per participant/ Traditional Authority                 | No. of participants/No. of Traditional Authorities | Total | Unit Price | Price  |
|-----------------|----------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------|--------|--------------------------------------------------------------------------------|-------------------|-----------------------------------------------------------------|----------------------------------------------------|-------|------------|--------|
| Water bottles   | Any brand                                                                                                                                          | Plastic - reusable                                                  | Any    | 500 ml                                                                         | A, B and C        | 1 per participant                                               | 2451                                               | 2451  | R.....     | R..... |
| Face masks      | Any brand                                                                                                                                          | Cloth                                                               | Any    | To be confirmed after recruitment                                              | A,B and C         | 1 per participant                                               | 2451                                               | 2451  | R.....     | R..... |
| Thermometer     | SABS Approved Non-Contact Body Infrared digital thermometer<br> | With power supply: 2pcs*AAA battery, Low battery voltage indicator, | Any    | Body measuring range: 32~42.9°C, Test distance: 1-5 CM, Accuracy: ±0.2 degree) | A,B and C         | 3 per TA                                                        | 19 TAs                                             | 57    | R.....     | R..... |
| Hand sanitizers | Any brand                                                                                                                                          | 70% alcohol                                                         | N/A    | 200ml                                                                          | A,B and C         | Sufficient for all participants for the duration of the project | 2451                                               | 2451  |            |        |

| Item             |                                                                                     | Specification                    | Colour | Size                                          | Project component | Quantity per participant/ Traditional Authority | No. of participants/No. of Traditional Authorities | Total | Unit Price | Price  |
|------------------|-------------------------------------------------------------------------------------|----------------------------------|--------|-----------------------------------------------|-------------------|-------------------------------------------------|----------------------------------------------------|-------|------------|--------|
|                  |                                                                                     |                                  |        |                                               |                   |                                                 |                                                    |       | R.....     | R..... |
| Hand liquid soap | Any brand                                                                           | - antibacterial hand liquid soap | N/A    | 300ml                                         | A,B and C         | 3 per participant                               | 2451                                               | 7353  | R.....     | R..... |
| Wheelbarrows     |    | Concrete                         | N/A    | (Dimensions 1,410mm(L) x 600mm(W) x 370mm(H)) | A and B           | 6 per TA                                        | 19                                                 | 114   | R.....     | R..... |
| Lasher spades    |  | Steel                            | N/A    | 210mm blade width                             | A and B           | 15 per TA                                       | 19                                                 | 285   | R.....     | R..... |
| Lasher Forks     |  | Steel (4 prong)                  | N/A    | 200mm blade width                             | A and B           | 15 per TA                                       | 19                                                 | 285   | R.....     | R..... |

| Item           |                                                                                     | Specification            | Colour | Size | Project component | Quantity per participant/ Traditional Authority | No. of participants/No. of Traditional Authorities | Total | Unit Price | Price  |
|----------------|-------------------------------------------------------------------------------------|--------------------------|--------|------|-------------------|-------------------------------------------------|----------------------------------------------------|-------|------------|--------|
| Pick axes      |    | Steel with wooden handle | N/A    |      | A and B           | 9 per TA                                        | 19                                                 | 171   | R.....     | R..... |
| Steel Rakes    |    | Heavy duty 16th Lasher   | N/A    |      | A and B           | 15 per TA                                       | 19                                                 | 285   | R.....     | R..... |
| Machetes       |   |                          | N/A    |      | A and B           | 15 per TA                                       | 19                                                 | 285   | R.....     | R..... |
| Handle sickles |  |                          | N/A    |      | A and B           | 52 per TA                                       | 19                                                 | 988   | R.....     | R..... |

| Item                     |                                                                                    | Specification        | Colour | Size      | Project component | Quantity per participant/ Traditional Authority | No. of participants/No. of Traditional Authorities | Total | Unit Price | Price  |
|--------------------------|------------------------------------------------------------------------------------|----------------------|--------|-----------|-------------------|-------------------------------------------------|----------------------------------------------------|-------|------------|--------|
| A4 notebooks             |   | Counter Book 2 Quire | N/A    | 192 pages | A, B and C        | 60 per TA                                       | 19                                                 | 1140  | R.....     | R..... |
| Ballpoint pens           |                                                                                    | BIC                  | Black  | N/A       | A, B and C        | 60 per TA                                       | 19                                                 | 1140  | R.....     | R..... |
| Polypropylene carry-bags |  | Recycled             | Any    | 50kg      | A and B           | 150 per TA                                      | 19                                                 | 2850  | R.....     | R..... |

| Item             |                                                                                     | Specification                            | Colour | Size                  | Project component | Quantity per participant/ Traditional Authority | No. of participants/No. of Traditional Authorities | Total | Unit Price | Price  |
|------------------|-------------------------------------------------------------------------------------|------------------------------------------|--------|-----------------------|-------------------|-------------------------------------------------|----------------------------------------------------|-------|------------|--------|
| Bucket/ Jerrycan |    |                                          | Any    | 25L                   | A and B           | 100 per TA                                      | 19                                                 | 1900  | R.....     | R..... |
| Plastic sheeting |    | Heavy duty (hard plastic)                | black  | (minimum 2x10m        | A and B           | 52 per TA                                       | 19                                                 | 988   | R.....     | R..... |
| Nut cracker      |   | Suitable for Baobab/Marula seeds         | Any    | Size to be determined | A and B           | 52 per TA                                       | 19                                                 | 988   | R.....     | R..... |
| Corrugated iron  |  | Galvanized Steel Z50 Fruit kernel drying | N/A    | 4.2m 0.27mm           | A and B           | 52 per TA                                       | 19                                                 | 988   | R.....     | R..... |

| Item                                           |                                                                                   | Specification                                  | Colour | Size | Project component | Quantity per participant/ Traditional Authority | No. of participants/No. of Traditional Authorities | Total          | Unit Price | Price  |
|------------------------------------------------|-----------------------------------------------------------------------------------|------------------------------------------------|--------|------|-------------------|-------------------------------------------------|----------------------------------------------------|----------------|------------|--------|
| First aid kits                                 |  | Regulation 3 Factory Kit – Plastic Utility Box | N/A    | N/A  | A, B and C        | 3 per TA                                        | 19                                                 | 57             | R.....     | R..... |
| TOTAL FOR ITEMS REQUIRED PER PROJECT COMPONENT |                                                                                   |                                                |        |      |                   |                                                 |                                                    | R.....<br>.... |            |        |

#### CONSOLIDATE TOTAL BID PRICE

| ITEM                     | DESCRIPTION                                             | TOTAL COST |
|--------------------------|---------------------------------------------------------|------------|
| 1                        | PROJECT COMPONENT: Mass Cultivation                     | R.....     |
| 2                        | PROJECT COMPONENT: Harvesters and collectors            | R.....     |
| 3                        | PROJECT COMPONENT: Traditional Knowledge identification | R.....     |
| 4                        | ITEM REQUIRED PER PROJECT COMPONENT                     | R.....     |
| TOTAL COST EXCLUDING VAT |                                                         | R.....     |
| VAT                      |                                                         | R.....     |
| TOTAL COST INCLUDING VAT |                                                         | R.....     |

## ANNEXURE A-PRICING GUIDELINE FOR EASTERN CAPE

### PROJECT COMPONENTS

|   | Project Component                    | Activities (not limited to)                                                                                                                                                                                                                                                                                            | Cost   |
|---|--------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------|
| A | Mass Cultivation                     | <ul style="list-style-type: none"> <li>Clearing of land to be used as cultivation sites;</li> <li>Preparation of cultivation plots;</li> <li>Propagation and cultivation of plants;</li> <li>Maintenance of cultivation plots including weeding and pest control and protection against animal destruction.</li> </ul> | R..... |
| B | Harvesters and collectors            | <ul style="list-style-type: none"> <li>Harvesting and collecting of plant material in the wild;</li> <li>Marking of harvesting sites;</li> <li>Record keeping of harvested material for improved traceability;</li> </ul>                                                                                              | R..... |
| C | Traditional Knowledge identification | <ul style="list-style-type: none"> <li>Conduct door-to-door visits to community members to record traditional knowledge related to the use of indigenous plants;</li> <li>Keep record of all households visited using the relevant recording tools and templates provided by the department.</li> </ul>                | R..... |

### PRICING SCHEDULE PER ITEM REQUIRED PER PROJECT COMPONENT

| Item     |                                                                                     | Specification                                                          | Colour | Size                              | Project component | Quantity per participant/Traditional Authority | No. of participants /No. of Traditional Authorities | Total | Unit Price | Price  |
|----------|-------------------------------------------------------------------------------------|------------------------------------------------------------------------|--------|-----------------------------------|-------------------|------------------------------------------------|-----------------------------------------------------|-------|------------|--------|
| Footwear |  | <ul style="list-style-type: none"> <li>Safety Utility boots</li> </ul> | Black  | To be confirmed after recruitment | A and B           | 1 pair per participant                         | 2318                                                | 2318  | R.....     | R..... |

| Item          |                                                                                    | Specification                                    | Colour        | Size                              | Project component | Quantity per participant/Traditional Authority | No. of participants /No. of Traditional Authorities | Total | Unit Price | Price  |
|---------------|------------------------------------------------------------------------------------|--------------------------------------------------|---------------|-----------------------------------|-------------------|------------------------------------------------|-----------------------------------------------------|-------|------------|--------|
| Sun Hats      |   | Bush legendary hats                              | Emerald green | To be confirmed after recruitment | A, B and C        | 1 item per participant                         | 2451                                                | 2451  | R.....     | R..... |
| Garden Gloves |   | Pigskin gloves                                   | Any colour    | To be confirmed after recruitment | A and B           | 1 pair per participant                         | 2318                                                | 2318  | R.....     | R..... |
| Overalls      |  | Overall 2 piece 100% cotton standard conti-suits | Emerald Green | To be confirmed after recruitment | A and B           | 1 suit per participant                         | 2318                                                | 2318  | R.....     | R..... |
| Water bottles | Any brand                                                                          | Plastic - reusable                               | Any           | 500 ml                            | A, B and C        | 1 per participant                              | 2451                                                | 2451  | R.....     | R..... |
| Face masks    | Any brand                                                                          | Cloth                                            | Any           | To be confirmed after recruitment | A,B and C         | 1 per participant                              | 2451                                                | 2451  |            |        |

| Item             |                                                                                                                                                      | Specification                                                       | Colour | Size                                                                            | Project component | Quantity per participant/Traditional Authority                  | No. of participants /No. of Traditional Authorities | Total | Unit Price | Price  |
|------------------|------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------|--------|---------------------------------------------------------------------------------|-------------------|-----------------------------------------------------------------|-----------------------------------------------------|-------|------------|--------|
|                  |                                                                                                                                                      |                                                                     |        | tment                                                                           |                   |                                                                 |                                                     |       | R.....     | R..... |
| Thermometer      | <b>SABS Approved Non-Contact Body Infrared digital thermometer</b>  | With power supply: 2pcs*AAA battery, Low battery voltage indicator, | Any    | Body measuring range : 32~42.9°C, Test distance: 1-5 CM, Accuracy: ±0.2 degree) | A,B and C         | 3 per TA                                                        | 19 TAs                                              | 57    | R.....     | R..... |
| Hand sanitizers  | Any brand                                                                                                                                            | 70% alcohol                                                         | N/A    | 200ml                                                                           | A,B and C         | Sufficient for all participants for the duration of the project | 2451                                                | 2451  | R.....     | R..... |
| Hand liquid soap | Any brand                                                                                                                                            | - antibacterial hand liquid soap                                    | N/A    | 300ml                                                                           | A,B and C         | 3 per participant                                               | 2451                                                | 7353  | R.....     | R..... |

| Item          |                                                                                     | Specification            | Colour | Size                                           | Project component | Quantity per participant/Traditional Authority | No. of participants /No. of Traditional Authorities | Total | Unit Price | Price  |
|---------------|-------------------------------------------------------------------------------------|--------------------------|--------|------------------------------------------------|-------------------|------------------------------------------------|-----------------------------------------------------|-------|------------|--------|
| Wheelbarrows  |    | Concrete                 | N/A    | (Dimensions 1,410 mm(L) x 600mm(W) x 370mm(H)) | A and B           | 6 per TA                                       | 19                                                  | 114   | R.....     | R..... |
| Lasher spades |    | Steel                    | N/A    | 210mm blade width                              | A and B           | 15 per TA                                      | 19                                                  | 285   | R.....     | R..... |
| Lasher Forks  |   | Steel (4 prong)          | N/A    | 200mm blade width                              | A and B           | 15 per TA                                      | 19                                                  | 285   | R.....     | R..... |
| Pick axes     |  | Steel with wooden handle | N/A    |                                                | A and B           | 9 per TA                                       | 19                                                  | 171   | R.....     | R..... |

| Item           |                                                                                     | Specification          | Colour | Size      | Project component | Quantity per participant/Traditional Authority | No. of participants /No. of Traditional Authorities | Total | Unit Price | Price  |
|----------------|-------------------------------------------------------------------------------------|------------------------|--------|-----------|-------------------|------------------------------------------------|-----------------------------------------------------|-------|------------|--------|
| Steel Rakes    |    | Heavy duty 16th Lasher | N/A    |           | A and B           | 15 per TA                                      | 19                                                  | 285   | R.....     | R..... |
| Machetes       |    |                        | N/A    |           | A and B           | 15 per TA                                      | 19                                                  | 285   | R.....     | R..... |
| Handle sickles |   |                        | N/A    |           | A and B           | 52 per TA                                      | 19                                                  | 988   | R.....     | R..... |
| A4 notebooks   |  | Counter Book 2 Quire   | N/A    | 192 pages | A, B and C        | 60 per TA                                      | 19                                                  | 1140  | R.....     | R..... |
| Ballpoint pens |                                                                                     | BIC                    | Black  | N/A       | A, B and C        | 60 per TA                                      | 19                                                  | 1140  |            |        |

| Item                     |                                                                                     | Specification                    | Colour | Size                  | Project component | Quantity per participant/Traditional Authority | No. of participants /No. of Traditional Authorities | Total | Unit Price | Price  |
|--------------------------|-------------------------------------------------------------------------------------|----------------------------------|--------|-----------------------|-------------------|------------------------------------------------|-----------------------------------------------------|-------|------------|--------|
|                          |                                                                                     |                                  |        |                       |                   |                                                |                                                     |       | R.....     | R..... |
| Polypropylene carry-bags |    | Recycled                         | Any    | 50kg                  | A and B           | 150 per TA                                     | 19                                                  | 2850  | R.....     | R..... |
| Bucket/Jerrycan          |   |                                  | Any    | 25L                   | A and B           | 100 per TA                                     | 19                                                  | 1900  | R.....     | R..... |
| Plastic sheeting         |  | Heavy duty (hard plastic)        | black  | (minimum 2x10 m)      | A and B           | 52 per TA                                      | 19                                                  | 988   | R.....     | R..... |
| Nut cracker              |  | Suitable for Baobab/Marula seeds | Any    | Size to be determined | A and B           | 52 per TA                                      | 19                                                  | 988   |            |        |

| Item                                           |                                                                                   | Specification                                           | Colour | Size               | Project component | Quantity per participant/Traditional Authority | No. of participants /No. of Traditional Authorities | Total | Unit Price | Price  |
|------------------------------------------------|-----------------------------------------------------------------------------------|---------------------------------------------------------|--------|--------------------|-------------------|------------------------------------------------|-----------------------------------------------------|-------|------------|--------|
|                                                |                                                                                   |                                                         |        |                    |                   |                                                |                                                     |       | R.....     | R..... |
| Corrugated iron                                |  | Galvanized Steel Z50<br>Fruit kernel drying             | N/A    | 4.2m<br>0.27m<br>m | A and B           | 52 per TA                                      | 19                                                  | 988   |            |        |
|                                                |                                                                                   |                                                         |        |                    |                   |                                                |                                                     |       | R.....     | R..... |
| First aid kits                                 |  | Regulation 3<br>Factory Kit –<br>Plastic Utility<br>Box | N/A    | N/A                | A, B and<br>C     | 3 per TA                                       | 19                                                  | 57    |            |        |
|                                                |                                                                                   |                                                         |        |                    |                   |                                                |                                                     |       | R.....     | R..... |
| TOTAL FOR ITEMS REQUIRED PER PROJECT COMPONENT |                                                                                   |                                                         |        |                    |                   |                                                |                                                     |       | R.....     |        |

#### CONSOLIDATE TOTAL BID PRICE

| ITEM                     | DESCRIPTION                                             | TOTAL COST |
|--------------------------|---------------------------------------------------------|------------|
| 1                        | PROJECT COMPONENT: Mass Cultivation                     | R.....     |
| 2                        | PROJECT COMPONENT: Harvesters and collectors            | R.....     |
| 3                        | PROJECT COMPONENT: Traditional Knowledge identification | R.....     |
| 4                        | ITEM REQUIRED PER PROJECT COMPONENT                     | R.....     |
| TOTAL COST EXCLUDING VAT |                                                         | R.....     |
| VAT                      |                                                         | R.....     |

|                                 |               |
|---------------------------------|---------------|
| <b>TOTAL COST INCLUDING VAT</b> | <b>R.....</b> |
|---------------------------------|---------------|

Any enquiries regarding bidding procedures may be directed to the –

Department of Environment, Forestry and Fisheries

**BID RELATED ENQUIRIES**

Ms. Tlotlo ThupeTel: 012 399 9055

Email: [mthupe@dffe.gov.za](mailto:mthupe@dffe.gov.za)

Ms. Vonani Rikhotso

Tel: 012 399 9670/ 9671

Email: [vrkhotso@dffe.gov.za](mailto:vrkhotso@dffe.gov.za)

Or for technical information –

**TECHNICAL ENQUIRIES:**

Name: Ms Natalie Feltman

Tel No. 012 399 8917 / 0826532713

E-Mail: [Nfeltman@environment.gov.za](mailto:Nfeltman@environment.gov.za)

## BIDDER'S DISCLOSURE

SBD 4

### 1. PURPOSE OF THE FORM

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

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

### 2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest<sup>1</sup> 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 institution | State |
|-----------|-----------------|---------------------|-------|
|           |                 |                     |       |
|           |                 |                     |       |
|           |                 |                     |       |
|           |                 |                     |       |
|           |                 |                     |       |
|           |                 |                     |       |
|           |                 |                     |       |
|           |                 |                     |       |
|           |                 |                     |       |

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:

.....  
.....

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:

.....

---

<sup>1</sup> 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.

.....

### 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 consortium<sup>2</sup> 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 combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....

Signature

.....

Date

.....

Position

.....

Name of bidder

---

<sup>2</sup> 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.

## PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

**NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.**

### 1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.21.2

- a) The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable; or

1.3 Points for this bid shall be awarded for:

- (a) Price; and  
(b) B-BBEE Status Level of Contributor.

1.4 The maximum points for this bid are allocated as follows:

|                                                          | POINTS     |
|----------------------------------------------------------|------------|
| PRICE                                                    | 80         |
| B-BBEE STATUS LEVEL OF CONTRIBUTOR                       | 20         |
| <b>Total points for Price and B-BBEE must not exceed</b> | <b>100</b> |

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

## 2. DEFINITIONS

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad- Based Black Economic Empowerment Act;
- (f) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **“prices”** includes all applicable taxes less all unconditional discounts;
- (h) **“proof of B-BBEE status level of contributor”** means:
  - 1) B-BBEE Status level certificate issued by an authorized body or person;
  - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
  - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

## 3. POINTS AWARDED FOR PRICE

### 3.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

A maximum of 80 or 90 points is allocated for price on the following basis:

$$\begin{array}{ccc}
 \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\
 P_s = 80 \left( 1 - \frac{P_t - P_{min}}{P_{min}} \right) & \text{or} & P_s = 90 \left( 1 - \frac{P_t - P_{min}}{P_{min}} \right)
 \end{array}$$

Where

$P_s$  = Points scored for price of bid under consideration  
 $P_t$  = Price of bid under consideration  
 $P_{min}$  = Price of lowest acceptable bid

## 4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

- 4.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

| B-BBEE Status Level of Contributor | Number of points (90/10 system) | Number of points (80/20 system) |
|------------------------------------|---------------------------------|---------------------------------|
| 1                                  | 10                              | 20                              |
| 2                                  | 9                               | 18                              |
| 3                                  | 6                               | 14                              |
| 4                                  | 5                               | 12                              |
| 5                                  | 4                               | 8                               |
| 6                                  | 3                               | 6                               |
| 7                                  | 2                               | 4                               |
| 8                                  | 1                               | 2                               |
| Non-compliant contributor          | 0                               | 0                               |

## 5. BID DECLARATION

5.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

## 6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

6.1 B-BBEE Status Level of Contributor: . = maximum 20 points

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.)

## 7. SUB-CONTRACTING

7.1 Will any portion of the contract be sub-contracted?

(Tick applicable box)

|     |                          |    |                          |
|-----|--------------------------|----|--------------------------|
| YES | <input type="checkbox"/> | NO | <input type="checkbox"/> |
|-----|--------------------------|----|--------------------------|

7.1.1 If yes, indicate:

- What percentage of the contract will be subcontracted ..... %
- The name of the sub-contractor.....
- The B-BBEE status level of the sub-contractor.....
- Whether the sub-contractor is an EME or QSE

(Tick applicable box)

|     |                          |    |                          |
|-----|--------------------------|----|--------------------------|
| YES | <input type="checkbox"/> | NO | <input type="checkbox"/> |
|-----|--------------------------|----|--------------------------|

- Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations, 2017:

| Designated Group: An EME or QSE which is at least 51% owned by: | EME<br>√                 | QSE<br>√                 |
|-----------------------------------------------------------------|--------------------------|--------------------------|
| Black people                                                    | <input type="checkbox"/> | <input type="checkbox"/> |
| Black people who are youth                                      | <input type="checkbox"/> | <input type="checkbox"/> |
| Black people who are women                                      | <input type="checkbox"/> | <input type="checkbox"/> |
| Black people with disabilities                                  | <input type="checkbox"/> | <input type="checkbox"/> |

|                                                                   |  |  |
|-------------------------------------------------------------------|--|--|
| Black people living in rural or underdeveloped areas or townships |  |  |
| Cooperative owned by black people                                 |  |  |
| Black people who are military veterans                            |  |  |
| <b>OR</b>                                                         |  |  |
| Any EME                                                           |  |  |
| Any QSE                                                           |  |  |

## 8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name of company/firm:.....

8.2 VAT registration number:.....

8.3 Company registration number:.....

### 8.4 TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium  
☐ One person business/sole propriety  
☐ Close corporation  
☐ Company  
☐ (Pty) Limited  
 [TICK APPLICABLE BOX]

### 8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....  
 .....  
 .....  
 .....  
 .....

### 8.6 COMPANY CLASSIFICATION

- ☐ Manufacturer  
☐ Supplier  
☐ Professional service provider  
☐ Other service providers, e.g. transporter, etc.  
 [TICK APPLICABLE BOX]

8.7 Total number of years the company/firm has been in business:.....

8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we 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 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;

- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
- (a) disqualify the person from the bidding 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 bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury 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.

WITNESSES

1. ....
2. ....

.....  
SIGNATURE(S) OF BIDDERS(S)

DATE: .....

ADDRESS .....

.....

.....

## DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT

This Standard Bidding Document (SBD) must form part of all bids invited. It contains general information and serves as a declaration form for local content (local production and local content are used interchangeably).

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2011 and the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:201x.

### 1. General Conditions

- 1.1. Preferential Procurement Regulations, 2011 (Regulation 9. (1) and 9. (3) make provision for the promotion of local production and content.
- 1.2. Regulation 9.(1) prescribes that in the case of designated sectors, where in the award of bids local production and content is of critical importance, such bids must be advertised with the specific bidding condition that only locally produced goods, services or works or locally manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Regulation 9.(3) prescribes that where there is no designated sector, a specific bidding condition may be included, that only locally produced services, works or goods or locally manufactured goods with a stipulated minimum threshold for local production and content, will be considered.
- 1.4. Where necessary, for bids referred to in paragraphs 1.2 and 1.3 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.5. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.6. The local content (LC) as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 201x as follows:

$$LC = 1 - \left( \frac{x}{y} \right) \times 100$$

Where

x imported content

y bid price excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) at 12:00 on the date, one week (7 calendar days) prior to the closing date of the bid as indicated in paragraph 4.1 below.

### 1.7. A bid will be disqualified if:

- the bidder fails to achieve the stipulated minimum threshold for local production and content indicated in paragraph 3 below; and
- this declaration certificate is not submitted as part of the bid documentation.

## 2. Definitions

- 2.1. **“bid”** includes advertised competitive bids, written price quotations or proposals;
- 2.2. **“bid price”** price offered by the bidder, excluding value added tax (VAT);
- 2.3. **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- 2.4. **“designated sector”** means a sector, sub-sector or industry that has been designated by the Department of Trade and Industry in line with national development and industrial policies for local production, where only locally produced services, works or goods or locally manufactured goods meet the stipulated minimum threshold for local production and content;
- 2.5. **“duly sign”** means a Declaration Certificate for Local Content that has been signed by the Chief Financial Officer or other legally responsible person nominated in writing by the Chief Executive, or senior member / person with management responsibility(close corporation, partnership or individual).
- 2.6. **“imported content”** means that portion of the bid price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or its subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs, such as landing costs, dock duties, import duty, sales duty or other similar tax or duty at the South African port of entry;
- 2.7. **“local content”** means that portion of the bid price which is not included in the imported content, provided that local manufacture does take place;
- 2.8. **“stipulated minimum threshold”** means that portion of local production and content as determined by the Department of Trade and Industry; and
- 2.9. **“sub-contract”** means the primary contractor’s assigning, leasing, making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract.
- 3. The stipulated minimum threshold(s) for local production and content for this bid is/are as follows:**

| <u>Description of services, works or goods</u> | <u>Stipulated minimum threshold</u> |
|------------------------------------------------|-------------------------------------|
| 1. <u>safety utility boots</u>                 | <u>100%</u>                         |
| 2. <u>bush legendary hats</u>                  | <u>100%</u>                         |
| 3. <u>pigskin gloves</u>                       | <u>100%</u>                         |
| 4. <u>overall 2 piece</u>                      | <u>100%</u>                         |
| 5. <u>fabric cloth masks</u>                   | <u>100%</u>                         |

4. Does any portion of the services, works or goods offered have any imported content?

YES / NO

- 4.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.6 of the general conditions must be the rate(s) published by SARB for the specific currency at 12:00 on the date, one week (7 calendar days) prior to the closing date of the bid.

The relevant rates of exchange information is accessible on **www.reservebank.co.za**.

Indicate the rate(s) of exchange against the appropriate currency in the table below:

| Currency       | Rates of exchange |
|----------------|-------------------|
| US Dollar      |                   |
| Pound Sterling |                   |
| Euro           |                   |
| Yen            |                   |
| Other          |                   |

NB: Bidders must submit proof of the SARB rate (s) of exchange used.

**LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL)**

**IN RESPECT OF BID No.** .....

**ISSUED BY:** (Procurement Authority / Name of Institution):

.....

NB The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.

I, the undersigned, ..... (full names), do hereby declare, in my capacity as ..... of ..... (name of bidder entity), the following:

(a) The facts contained herein are within my own personal knowledge.

(b) I have satisfied myself that the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286.

(c) The local content has been calculated using the formula given in clause 3 of SATS 1286, the rates of exchange indicated in paragraph 4.1 above and the following figures:

|                                                                    |   |
|--------------------------------------------------------------------|---|
| Bid price, excluding VAT (y)                                       | R |
| Imported content (x)                                               | R |
| Stipulated minimum threshold for Local content (paragraph 3 above) |   |
| Local content % , as calculated in terms of SATS 1286              |   |

If the bid is for more than one product, a schedule of the local content by product shall be attached.

(d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286.

(e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 13 of the Preferential Procurement Regulations, 2011 promulgated under the Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

**SIGNATURE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**WITNESS No. 1** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**WITNESS No. 2** \_\_\_\_\_

**DATE:** \_\_\_\_\_

|      |                           |      |  |    |
|------|---------------------------|------|--|----|
| (C1) | Tender No.                |      |  |    |
| (C2) | Tender description:       |      |  |    |
| (C3) | Designated product(s)     |      |  |    |
| (C4) | Tender Authority:         |      |  |    |
| (C5) | Tendering Entity name:    |      |  |    |
| (C6) | Tender Exchange Rate:     | Pula |  | EU |
| (C7) | Specified local content % |      |  |    |

GBP 

|                                                   |  |  |  |
|---------------------------------------------------|--|--|--|
| (C20) Total tender value                          |  |  |  |
| (C21) Total Exempt imported content               |  |  |  |
| (C22) Tender value net of exempt imported content |  |  |  |
| (C23) Total Imported content                      |  |  |  |
| (C24) Total local content                         |  |  |  |
| (C25) Average local content % of tender           |  |  |  |

Date: \_\_\_\_\_

(D1)  
(D2)  
(D3)  
(D4)  
(D5)  
(D6)

**Tender Exchange Rate:**

Pula

FII

**R 9 00**

GRP/

R 13.00

### Calculation of imported content

[illegible]

## Summary

| Summary    |                         |
|------------|-------------------------|
| Tender Qty | Exempted imported value |
| (D17)      | (D18)                   |
|            |                         |
|            |                         |

### Calculation of imported content

[illegible]

## Summary

[illegible]

### Calculation of imported content

[illegible]

## Summary

| Summary           |                      |
|-------------------|----------------------|
| Quantity imported | Total imported value |
| (D43)             | (D44)                |
|                   |                      |
|                   |                      |
|                   |                      |
|                   |                      |
|                   |                      |

### Calculation of foreign currency payments

| Type of payment | Local supplier making the payment | Overseas beneficiary | Foreign currency value paid | Tender Rate of Exchange |
|-----------------|-----------------------------------|----------------------|-----------------------------|-------------------------|
| (D46)           | (D47)                             | (D48)                | (D49)                       | (D50)                   |
|                 |                                   |                      |                             |                         |
|                 |                                   |                      |                             |                         |
|                 |                                   |                      |                             |                         |

### Summary of payments

Local value of  
payments

---

(D51)

(D53) Total of imported content & foreign currency payments - (P32), (P45) & (P52) above

**This total must correspond with  
Annex C - C23**

**Date:**

## Annex E

## Local Content Declaration - Supporting Schedule to Annex C

|      |                        |  |
|------|------------------------|--|
| (E1) | Tender No.             |  |
| (E2) | Tender description:    |  |
| (E3) | Designated products:   |  |
| (E4) | Tender Authority:      |  |
| (E5) | Tendering Entity name: |  |

**Note:** VAT to be excluded from all calculations

| Local Products<br>(Goods, Services and<br>Works) | Description of items purchased                        | Local suppliers | Value |
|--------------------------------------------------|-------------------------------------------------------|-----------------|-------|
|                                                  | (E6)                                                  | (E7)            | (E8)  |
|                                                  |                                                       |                 |       |
|                                                  |                                                       |                 |       |
|                                                  |                                                       |                 |       |
|                                                  |                                                       |                 |       |
|                                                  |                                                       |                 |       |
|                                                  |                                                       |                 |       |
|                                                  |                                                       |                 |       |
|                                                  |                                                       |                 |       |
|                                                  |                                                       |                 |       |
|                                                  |                                                       |                 |       |
|                                                  |                                                       |                 |       |
|                                                  | (E9) Total local products (Goods, Services and Works) |                 |       |

|       |                                             |                                                                        |  |
|-------|---------------------------------------------|------------------------------------------------------------------------|--|
| (E10) | <b>Manpower costs</b>                       | (Tenderer's manpower cost)                                             |  |
| (E11) | <b>Factory overheads</b>                    | (Rental, depreciation & amortisation, utility costs, consumables etc.) |  |
| (E12) | <b>Administration overheads and mark-up</b> | (Marketing, insurance, financing, interest etc.)                       |  |

(E13) Total local content

This total must correspond with Annex C - C24

Signature of tenderer from Annex B

Date: \_\_\_\_\_



**forestry, fisheries  
& the environment**

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

DEPARTMENT OF FORESTRY, FISHERIES AND THE ENVIRONMENT (DFFE) AS AN ORGAN OF STATE SUBSCRIBES TO AND PROPAGATES BOTH THE NOTION OF BROAD BASED BLACK ECONOMIC EMPOWERMENT ACT, 2003 (Act No. 53 of 2003) (BBBEE), THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 (Act No. 5 of 2000) AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.

#### **TERMS OF REFERENCE**

**APPOINTMENT OF SERVICE PROVIDER(S) TO RENDER PROJECT MANAGEMENT SERVICES FOR THE EMPLOYMENT OF 2451 COMMUNITY MEMBERS IN LIMPOPO AND EASTERN CAPE PROVINCES TO PARTICIPATE IN THE BIODIVERSITY ECONOMY – SUPPORT FOR 19 TRADITIONAL AUTHORITIES PROJECT AS PART OF THE PRESIDENTIAL ECONOMIC STIMULUS PACKAGE FOR A DURATION OF SIX (6) MONTHS**

| Item number | TABLE OF CONTENTS                       | Page    |
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| 3           | Objectives of the proposal              | 6       |
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## **1. PURPOSE**

- 1.1.** For the appointment of service provider(s) to render project management services for the employment of 2451 community members in **Limpopo and Eastern Cape provinces** to participate in the biodiversity economy – support for 19 Traditional Authorities project - as part of the Presidential Economic Stimulus Package for a duration of six (6) months.

## **2. INTRODUCTION AND BACKGROUND**

- 2.1.** The BioProducts Advancement Network South Africa (BioPANZA) is responsible for coordinating the sustainable supply of indigenous plant species as a mechanism to relieve pressure on high-value plant species harvested from their natural habitat, promote conservation of endangered species in the wild, and facilitate the supply of quality plant material for value addition and product development.
- 2.2.** The sustainable supply cluster of the BioPANZA seeks to contribute to the sustainable supply of indigenous plant material through the following:
  - 2.2.1.** The establishment of cultivation sites focusing on communal and restituted land, poverty nodes and rural development needs;
  - 2.2.2.** Develop entrepreneurial and agricultural skills incubators as well as provide operational support programs;
  - 2.2.3.** Develop species and site based cultivation business plans for SMMEs and communities; and
  - 2.2.4.** Fund skills development programs for wild harvesters specifically for vulnerable groups.
- 2.3.** The Department Forestry, Fisheries and the Environment (DFFE/The Department) has prioritised 19 Traditional Authorities to actively participate in the sustainable supply initiative to address issues of unemployment and social development through three key projects that constitutes the Presidential Economic Stimulus Package namely;
  - 2.3.1.** Mass cultivation of indigenous plants in partnership with traditional authorities;
  - 2.3.2.** Community Bioprospecting/biotrade Support Programme supporting livelihoods of harvesters and collectors of raw materials in the wild with specific focus on youth and women and;
  - 2.3.3.** Traditional Knowledge Identification.

2.4. The table below lists the various Traditional Authorities participating in the programme;

| #                            | Name                      | Traditional Council                 | Area/location                    |
|------------------------------|---------------------------|-------------------------------------|----------------------------------|
| <b>Limpopo Province</b>      |                           |                                     |                                  |
| 1                            | Hosi Mahumane             | Mahumane Traditional Council        | Nkomo area, Mopane district      |
| 2                            | Hosi Dzumeri              | Dzumeri Traditional Council         | Giyani area, Mopane district     |
| 3                            | Hosi Ngove                | Mabunda Traditional Council         | Giyani area, Mopane district     |
| 4                            | Hosi Mhinga               | Mhinga Traditional Council          | Saselamane area, Vhembe District |
| 5                            | Hosi Nxumalo              | Gidjana Traditional Council         | Bonisani area, Vhembe District   |
| 6                            | Thovhele Ramovha          | Mulenzhe Traditional Council        | Mulenzhe area, Vhembe District   |
| 7                            | Thovhele Tshivhase        | Tshivhase Traditional Council       | Vhufuli area, Vhembe district    |
| 8                            | Thovhele Rambuda          | Rambuda Traditional Council         | Dzimauli area, Vhembe district   |
| 9                            | Thovhele Tshikundamalema  | Tshikundamalema Traditional Council | Tshilamba area, Vhembe district  |
| 10                           | Thovhele Manenzhe         | Manenzhe Traditional Council        | Niani area, Vhembe district      |
| 11                           | Thovhele Mutele           | Mutele Traditional Council          | Mutele area, Vhembe district     |
| 12                           | Thovhele Nethengwe        | Thengwe Traditional Council         | Mutale area, Vhembe district     |
| <b>Eastern Cape Province</b> |                           |                                     |                                  |
| 13                           | King Dalindyebo           | Abathembu Traditional Council       | Mthatha, O.R. Tambo district     |
| 14                           | Amakhosa King             | Council of the Xhosa Kingdom        | Willowvale, Amathole district    |
| 15                           | Queen Sandile             | Rharhabe Traditional Council        | Bisho, Buffalo City district     |
| 16                           | Chief Mpumalanga Gwadiso  | Khonjwayo Traditional Council       | Ngqeleni, OR Tambo district      |
| 17                           | Chief Zanomthetho Mtirara | Mqhekezweni Traditional Council     | Mthatha, O.R. Tambo district     |

| #  | Name                       | Traditional Council            | Area/location                            |
|----|----------------------------|--------------------------------|------------------------------------------|
| 18 | Princess MamaXhosa (Ncera) | ImiDushane Traditional Council | Ncera/Kidds Beach, Buffalo City district |
| 19 | King Zanozuko Sigcau       | Amapondo Traditional Council   | Lusikisiki, O.R. Tambo district          |

**2.5.** The Biodiversity Economy – Support for 19 Traditional Authorities project is dedicated to providing short-term employment for rural communities as part of the Covid-19 relief plan. The 2451 community members to be appointed will come from the abovementioned Traditional Authorities over a period of six (6) months.

**2.6.** Below is the employment breakdown for each province and respective projects. Kindly note that the split between Traditional Authorities must be equivalent as shown in the last column in the table below.

| Project Component                    | No. of participants |                  | Average split per TA |
|--------------------------------------|---------------------|------------------|----------------------|
|                                      | Limpopo (12)        | Eastern Cape (7) |                      |
| Mass Cultivation                     | 840                 | 490              | 70                   |
| Harvesters and collectors            | 624                 | 364              | 52                   |
| Traditional Knowledge identification | 84                  | 49               | 7                    |
| <b>TOTAL</b>                         | <b>1548</b>         | <b>903</b>       | <b>129</b>           |

**2.7.** The Department is soliciting combined, fixed-cost responses from qualified project management firms with previous or similar experience in implementing EPWP related projects. The project manager will have accountability for multiple activities listed in **Section 2.8** below.

**2.8.** The table below indicates the activities expected for each project component. The Department and its partners may consider amendments to the activities for participants to ensure alignment with the expected deliverables of this project.

| Project Component | Activities (not limited to)                                                                                                                        |
|-------------------|----------------------------------------------------------------------------------------------------------------------------------------------------|
| Mass Cultivation  | <ul style="list-style-type: none"> <li>• Clearing of land to be used as cultivation sites;</li> <li>• Preparation of cultivation plots;</li> </ul> |

| Project Component                    | Activities (not limited to)                                                                                                                                                                                                                                                                                 |
|--------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                      | <ul style="list-style-type: none"> <li>• Propagation and cultivation of plants;</li> <li>• Maintenance of cultivation plots including weeding and pest control and protection against animal destruction.</li> </ul>                                                                                        |
| Harvesters and collectors            | <ul style="list-style-type: none"> <li>• Harvesting and collecting of plant material in the wild;</li> <li>• Marking of harvesting sites;</li> <li>• Record keeping of harvested material for improved traceability;</li> </ul>                                                                             |
| Traditional Knowledge identification | <ul style="list-style-type: none"> <li>• Conduct door-to-door visits to community members to record traditional knowledge related to the use of indigenous plants;</li> <li>• Keep record of all households visited using the relevant recording tools and templates provided by the department.</li> </ul> |

**2.9. NB: The appointed service provider will be appointed for a period of six (6) months, and participants will only be employed over a three (3) month period. This is to give ample time to the service provider to prepare for appointment of project participants.**

### **3. OBJECTIVES**

**3.1.** The objective is to appoint qualified service provider(s) to render project management services for the employment of 2451 community members in **Limpopo and Eastern Cape** provinces to participate in the Biodiversity Economy – Support for 19 Traditional Authorities project as part of the presidential stimulus package for a duration of six (6) months.

### **4. SCOPE AND EXTENT OF WORK**

**4.1.** The appointed service providers will be expected to deliver the following tasks:

- 4.1.1.** Facilitate community inception meetings to introduce the programme to communities/Traditional Authorities;
- 4.1.2.** Facilitate signing of employment contracts with the appointed candidates;
- 4.1.3.** Facilitate assignment of roles as guided by the Department and Partners;
- 4.1.4.** Adherence to Covid 19 regulations at all times.

- 4.1.5.** Verify and confirm before appointment that all programme participants possess valid bank accounts to receive monthly stipends paid directly by the Department;
- 4.1.6.** Register programme participants for an Unemployment Insurance Fund (UIF) and Compensation for Occupational Injuries and Diseases (COID) and also be responsible for payment for each participant. Such payment shall be reimbursed by the department upon submission of proof of payment;
- 4.1.7.** Appoint a safety representative per Traditional Authority.
- 4.1.8.** Procure indigenous plant species seeds/seedlings for cultivation on approximately 500 hectares of land. Species must be suited for cultivation in the areas of the traditional authorities listed above. Species of focus can be found in **Annexure B: Plant Species List**. The number of indigenous plant species cultivated are only limited by its natural geographic location.
- 4.1.9.** Procure Personal Protective Equipment (PPE) for recruits following the guide below. Also see **Annexure A- Pricing Guidelines** for more detail.

| Item          | Specification                                    | Colour        | Size                              | Quantity per participant                       | Total |
|---------------|--------------------------------------------------|---------------|-----------------------------------|------------------------------------------------|-------|
| Footwear      | Safety Utility boots                             | Black         | To be confirmed after recruitment | 1 pair per participant                         | 2318  |
| Sun Hats      | Bush legendary hats                              | Emerald green | To be confirmed after recruitment | 1 item per participant                         | 2451  |
| Garden Gloves | Pigskin gloves                                   | Any colour    | To be confirmed after recruitment | 1 pair per participant                         | 2318  |
| Overalls      | Overall 2 piece 100% cotton standard conti-suits | Emerald Green | To be confirmed after recruitment | 1 suit per participant (branding in accordance | 2318  |

|  |  |  |  |                               |  |
|--|--|--|--|-------------------------------|--|
|  |  |  |  | to DFFE<br>EPIP<br>standards) |  |
|--|--|--|--|-------------------------------|--|

**4.1.10.** Procure the following COVID-19 and OHS related equipment; Also see Annexure A for more detail.

| Item                                                        | Quantity          | Total |
|-------------------------------------------------------------|-------------------|-------|
| Cloth masks                                                 | 1 per participant | 2451  |
| SABS Approved Non-Contact Body Infrared digital thermometer | 3 per TA          | 57    |
| Hand sanitizers with 70% alcohol                            | 1 per participant | 2451  |
| Hand soaps (antibacterial hand liquid soap)                 | 3 per participant | 7353  |
| Government Regulation 3 First Aid Kit large                 | 3 per TA          | 57    |

\*TA = Traditional Authority

**4.1.11.** Procure the following working tools/equipment and unbranded stationary; Also see Annexure A for more detail.

| Item                                                                      | Quantity   | Total |
|---------------------------------------------------------------------------|------------|-------|
| Concrete Wheelbarrows (Dimensions 1,410 mm (L) x 600 mm (W) x 370 mm (H)) | 6 per TA   | 114   |
| Steel Lasher spades (210 mm blade width)                                  | 15 per TA  | 285   |
| Steel Lasher Forks 4 prong (200 mm blade width)                           | 15 per TA  | 285   |
| Steel Pick axes with wooden handle                                        | 9 per TA   | 171   |
| Steel Rakes (All-steel heavy duty 16th Lasher)                            | 15 per TA  | 285   |
| Machetes                                                                  | 15 per TA  | 285   |
| Handle sickles                                                            | 52 per TA  | 988   |
| A4 notebooks (+192 pages)                                                 | 35 per TA  | 665   |
| Ballpoint pens                                                            | 70 per TA  | 1330  |
| Propylene carry-bags 50kg                                                 | 156 per TA | 2964  |
| 20L Bucket/ Jerrycan                                                      | 104 per TA | 1976  |
| Black hard-plastic sheet/ roll (minimum 2x10m)                            | 52 per TA  | 988   |
| Nut cracker                                                               | 52 per TA  | 988   |
| Fruit kernel drying corrugated iron                                       | 52 per TA  | 988   |

\*TA = Traditional Authority

- 4.1.12. Manage and monitor time-sheets of participants;
- 4.1.13. Coordinate stakeholders' meetings;
- 4.1.14. Provide both high-level and granular reporting of all deliverables on a monthly basis
- 4.1.15. Submission of time tables, attendance registers and expenditure reporting against budgets;
- 4.1.16. Monitor quality assurance activities (Occupational Health and Safety Standards);
- 4.1.17. Interface with the Department and partners on matters affecting the project deliverables;
- 4.1.18. Coordinate preparation of project closure report.

## **5. EXPECTED DELIVERABLES / OUTCOMES**

### **5.1.1. PHASE 1 – Inception Phase**

The successful service provider will be required to have an inception meeting with the department to validate the TOR, agree on expectations from the department, and introduce the project manager to project stakeholders. The timeframe for this phase is 2 weeks after signing of the SLA.

### **5.1.2. PHASE 2 – Planning**

The project manager is expected to ensure the following within a period of 2 months upon signing of the SLA and issuing of a purchase official order;

- 5.1.2.1. Enter into employment contracts with the project participants. The details of the participants will be provided by the department.
- 5.1.2.2. Develop work plans for the project participants.
- 5.1.2.3. Procure and handover Personal Protective Equipment (PPE), COVID-19 related safety equipment, and working tools as mentioned above on section 4.

**5.1.3. PHASE 3 – Overall Project Implementation** - The project manager is expected to oversee the overall implementation of the project, and provide monthly progress reports on the implementation of project activities in line with the proposed project plan, with key milestones (intermediary and final) and indicators of the programme. This report will also serve as progress and completion indicators for each main project output to be achieved throughout the entire project duration. The timeframe for this phase is 3 months.

**5.1.4. PHASE 4 – Handover and Closure** - The project manager will be expected to prepare and deliver a final project report and facilitate handover with the department and partners which will capture all components of the programme including but not limited to the lessons learned, feedback on challenges

and the required support required for continuous improvement. The report content will be subject to amendment/revision upon the request of the Department. The timeframe for this phase is 3 weeks.

## **6. PERIOD / DURATION OF PROJECT / ASSIGNMENT**

- 6.1.** The project must be completed in six (6) months after the signing of the Service Level Agreement by both parties, and issuing of an official purchase order.

## **7. COSTING / COMPREHENSIVE BUDGET**

- 7.1.** A comprehensive fixed costing must be provided on **Pricing Schedule - SBD 3.3** inclusive of all disbursement costs, such as delivery costs, travelling and accommodation costs and other expenses inclusive of VAT.
- 7.2.** DFFE reserves the right to negotiate price with a recommended service provider identified in the evaluation process without offering the same opportunity to any other bidder (s) who have not been recommended.
- 7.3.** The service provider must use the Pricing Schedule-**SBD 3.3** to indicate their rates in line with the provisions of deliverables in section 5 above.
- 7.4.** Price will be valid for 120 days
- 7.5.** The bidder must submit one bid document however, the proposed key personnel for each Province should be clearly indicated, and the **SBD 3.3 - Pricing schedule** fully completed for each Province tendered for
- 7.6.** Bidders are free to apply for any province where they have capacity and capability to deliver. Bidder must indicate the province (s) they are intending to bid for

| PROVINCE     | PARTICIPATE |
|--------------|-------------|
| Limpopo      |             |
| Eastern Cape |             |

## 8. EVALUATION CRITERIA

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

- Phase 1: Pre-Compliance
- Phase 2: Pre-Qualification
- Phase 3: Mandatory Requirement
- Phase 4: Local Content
- Phase 5: Functionality Criteria.
- Phase 6: Price and B-BBEE.

### 8.2 PHASE 1: Pre-compliance or Initial Screening

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

8.2.2 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                                                                        | Duly completed and signed                                                             |
| 4        | Tax Compliance and CSD Registration                                                                    | Attached CSD registration number/<br>Proof of CSD registration and/or<br>SARS Tax Pin |
| 5        | SBD 3.3 - Pricing Schedule                                                                             | Duly completed                                                                        |
| 6        | SCM - SBD 4 - Bidders Disclosure                                                                       | Duly completed and signed                                                             |
| 7        | SCM - SBD 6.1 - Preference Points Claim Form in terms of the Preferential Procurement Regulations 2017 | Completed and signed                                                                  |
| 8        | SCM - SBD 6.2 - declaration certificate for local production and content for designated sectors        | Completed and signed                                                                  |

| Item No. | Administrative Requirements                                                                                                                    | Check/Compliance                                 |
|----------|------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------|
|          | (includes Annexure C Form)                                                                                                                     |                                                  |
| 9        | In case of bids where Consortia / Joint Ventures, Consortia/Joint Venture agreement signed by both parties must be submitted with bid proposal | JV agreement completed and signed, if applicable |

### 8.3 PHASE 2: Pre-Qualification Requirements

8.3.1 Do pre-qualification criteria apply for this bid?

**YES**

8.3.2 The following pre-qualification criteria will apply and all bids that do not meet pre-qualification requirements will be disqualified and not be evaluated further.

| Item No. | MANDATORY REQUIREMENTS                                                                                                                                         | Non-compliance shall result in disqualification? |
|----------|----------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------|
| 1        | BBBEE level 1 and 2<br>Only service provider (s) who are BBBEE level 1 and 2 will be considered for this bid as per Preferential Procurement Regulations 2017. | <b>YES</b>                                       |

8.3.3 The above pre-qualification criteria will apply and all bids that do not meet pre-qualification requirements will be disqualified and not be evaluated further. Service Provider (s) are required to submit the following documents to substantiate their BBBEE Status Level:

- a B-BBEE Status Level Verification Certificate issued by SANAS Accredited Agencies. OR
- a CIPC B-BBEE certificate OR
- a Sworn Affidavit signed by the EME representative and attested by the commissioner of oaths.

### 8.4 Phase 3: Mandatory Requirements

- 8.4.1 The following mandatory requirements will apply, and tenderers must submit all requirements indicated hereunder with the bid documents at the closing date and time of the bid. During this evaluation phase, bidder's responses will be evaluated based on the documents submitted under mandatory requirements
- 8.4.2 Tenderers who fail to comply with the mandatory requirements will be disqualified and will not be evaluated further on functionality criterion.

| MANDATORY REQUIREMENT                                                                                                                                                                                                                                        |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Registration for Compensation for Occupational Injuries and Diseases Act (COIDA) (letter of good standing or valid certificate)                                                                                                                              |
| Proof of compliance certificate with the Department of Labour for Unemployment Insurance Fund (UIF) or letter from Department of Labour for Unemployment Insurance Fund (UIF) explaining the status and must not be older than 90 days from the closing date |

## 8.5 PHASE 4: LOCAL PRODUCTION AND CONTENT

YES

- 8.5.1. Does pre-qualification criteria apply for this bid?
- 8.5.2. The following pre-qualification criteria will apply and all bids that do not meet pre-qualification requirements will be disqualified and not be evaluated further.
- 8.5.3. To give effect to the above requirement the Textiles, Clothing, Leather and Footwear sector has been designated for local production and content with a minimum threshold of 100%.
- 8.5.4. Only locally produced or locally manufactured Textiles, Clothing, Leather and Footwear from local raw material or input will therefore be considered. If the raw material or input to be used for a specific item is not available locally, bidders should obtain written authorisation from the Department of Trade and Industry (the DTI) should there be a need to import such raw material or input.
- 8.5.5. A copy of the exemption letter must be submitted together with the bid document at the closing date and time of the bid.
- 8.5.6. The following designated sector of raw material or input issued by the Department of Trade and Industry will apply, bidders' must complete and sign **SBD 6.2, Annexure C**.
- 8.5.7. **Annexure D and E can be completed however they are not mandatory returnable documents.**
- 8.5.8. SBD 6.2 and Annexure C must be submitted with the bid documents at the closing date and time of the bid. During this evaluation phase, bidder's responses will be evaluated based on the documents submitted under local production and content.
- 18.5.9. Bidders who fail to comply with any of the minimum threshold of local production and content will be disqualified and will not be evaluated further.
- 18.5.10. Bidders are required to complete a table below by ticking the correct box and attached a proof of the document listed on the table below:

| No | COMPONENTS           | STIPULATED MINIMUM THRESHOLD | THRESHOLD MET YES / NO |
|----|----------------------|------------------------------|------------------------|
| 1. | Safety Utility boots | 100%                         |                        |
| 2. | Bush legendary hats  | 100%                         |                        |
| 3. | Pigskin gloves       | 100%                         |                        |
| 4. | Overall 2 piece      | 100%                         |                        |
| 5. | Fabric cloth masks   | 100%                         |                        |

### 8.6 PHASE 5: Functionality Criteria

8.6.1 Only bid proposals that meet pre-qualification, mandatory requirements and local Content and Production will be considered to be evaluated on functionality criteria,

8.6.2 The bidder must score a minimum of **75%** during this phase (functionality/technical) of the evaluation to qualify for Phase 6 of the evaluation where only points for price and B-BBEE will be considered.

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

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

| GUIDELINES FOR CATEGORY CRITERIA                                                                                                      | FUNCTIONALITY (GUIDELINES FOR CRITERIA APPLICATION)                                                                                                                                                    |           | WEIGHT |
|---------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|--------|
| A proposed project plan with methodology and management plan for implementing and managing the employment of community members within | A detailed project plan with intermediate and final outputs and identified timeframes/milestones.                                                                                                      |           | 30     |
|                                                                                                                                       | Proposed Methodology                                                                                                                                                                                   |           |        |
|                                                                                                                                       | Management of the project                                                                                                                                                                              |           |        |
|                                                                                                                                       | Project plan, methodology and project management plan in implementing and managing the employment of community members within prioritized Traditional Authorities for bioprospecting/biotrade purposes | Indicator |        |

| GUIDELINES FOR CATEGORY CRITERIA                                                            | FUNCTIONALITY (GUIDELINES FOR CRITERIA APPLICATION)                                                                                                                                                                                                                                             |           | WEIGHT |
|---------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|--------|
| prioritised Traditional Authorities for bioprospecting/ biotrade purposes                   | Project plan and methodology action well broken down; with detailed objectives and milestones.                                                                                                                                                                                                  | 5         |        |
|                                                                                             | Project plan and methodology, action identification basic; clear objectives and clear milestones.                                                                                                                                                                                               | 4         |        |
|                                                                                             | Action plan provided with no deliverables and timeframes.                                                                                                                                                                                                                                       | 3         |        |
|                                                                                             | Limited information provided on the action plan                                                                                                                                                                                                                                                 | 2         |        |
|                                                                                             | Task not well understood.                                                                                                                                                                                                                                                                       | 1         |        |
|                                                                                             | No information provided                                                                                                                                                                                                                                                                         | 0         |        |
| Copies of Qualifications of the Project Manager to be assigned to the project.              | Relevant qualifications in Project Management                                                                                                                                                                                                                                                   |           | 10     |
|                                                                                             | Qualifications of key personnel                                                                                                                                                                                                                                                                 | Indicator |        |
|                                                                                             | Honours degree or higher                                                                                                                                                                                                                                                                        | 5         |        |
|                                                                                             | Three year Qualification: B. Tech or Degree or higher                                                                                                                                                                                                                                           | 4         |        |
|                                                                                             | Three year National Diploma                                                                                                                                                                                                                                                                     | 3         |        |
|                                                                                             | Two year Diploma                                                                                                                                                                                                                                                                                | 2         |        |
|                                                                                             | Certificate                                                                                                                                                                                                                                                                                     | 1         |        |
|                                                                                             | No qualification (s) attached/ submitted                                                                                                                                                                                                                                                        | 0         |        |
| Technical Capability/ expertise and track record of the Project Manager in similar projects | Bidder(s) are required to demonstrate that they have the necessary resources and technical expertise to undertake and successfully complete the project.                                                                                                                                        |           | 30     |
|                                                                                             | Bidder(s) should submit curriculum vitae for the project manager as key personnel proposed to be employed on the project. Curriculum vitae are to include specific details of these individuals including, inter alia, relevant experience, contactable references, and number of years of past |           |        |

| GUIDELINES FOR CATEGORY CRITERIA                                                                                                                                                                                                                                                                | FUNCTIONALITY (GUIDELINES FOR CRITERIA APPLICATION)                                              |                                                                                                                                                                      | WEIGHT |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------|
|                                                                                                                                                                                                                                                                                                 | experience.                                                                                      |                                                                                                                                                                      |        |
|                                                                                                                                                                                                                                                                                                 | Experience of key personnel in management of community projects                                  | Indicator                                                                                                                                                            |        |
|                                                                                                                                                                                                                                                                                                 | 5 years 'or more experience                                                                      | 5                                                                                                                                                                    |        |
|                                                                                                                                                                                                                                                                                                 | 4 and less than 5 years' experience                                                              | 4                                                                                                                                                                    |        |
|                                                                                                                                                                                                                                                                                                 | 3 and less than 4 years' experience                                                              | 3                                                                                                                                                                    |        |
|                                                                                                                                                                                                                                                                                                 | 2 and less than 3 years' experience                                                              | 2                                                                                                                                                                    |        |
|                                                                                                                                                                                                                                                                                                 | 1 and less than 2 years' experience                                                              | 1                                                                                                                                                                    |        |
|                                                                                                                                                                                                                                                                                                 | less than 1 year experience or No experience                                                     | 0                                                                                                                                                                    |        |
|                                                                                                                                                                                                                                                                                                 | The company's experience, track record and knowledge in project management in community projects | Bidder(s) are required to demonstrate relevant past experience and competency of the company in project management in operation and management of community Projects |        |
| Bidder(s) should submit full details of reliable contactable signed reference letters for projects of a similar scope which were successfully completed or in progress within the past 10 years (length of project)<br><br>Reference letters must clearly indicate the duration of the project. |                                                                                                  |                                                                                                                                                                      |        |
| Company experience in operation and management of community projects                                                                                                                                                                                                                            |                                                                                                  | Indicator                                                                                                                                                            |        |
| 5 years 'or more experience                                                                                                                                                                                                                                                                     |                                                                                                  | 5                                                                                                                                                                    |        |
| 4 and less than 5 years' experience                                                                                                                                                                                                                                                             |                                                                                                  | 4                                                                                                                                                                    |        |
| 3 and less than 4 years' experience                                                                                                                                                                                                                                                             |                                                                                                  | 3                                                                                                                                                                    |        |

| GUIDELINES FOR CATEGORY CRITERIA     | FUNCTIONALITY (GUIDELINES FOR CRITERIA APPLICATION) |   | WEIGHT     |
|--------------------------------------|-----------------------------------------------------|---|------------|
|                                      | 2 and less than 3 years' experience                 | 2 |            |
|                                      | 1 and less than 2 years' experience                 | 1 |            |
|                                      | less than 1 year experience or No experience        | 0 |            |
| <b>TOTAL POINTS ON FUNCTIONALITY</b> |                                                     |   | <b>100</b> |

#### 8.7 PHASE 6: Preference Point System 80/20

Preference point system applicable for this bid is

|              |            |
|--------------|------------|
| <b>80:20</b> | <b>YES</b> |
|--------------|------------|

8.7.1 Subject to sub-regulation 6(2), points will be awarded to a tenderer for attaining B-BBEE status level contributor in accordance with the table below:

| Phase 4: The following table must be used to calculate the B-BBEE scores (80/20) |                          |
|----------------------------------------------------------------------------------|--------------------------|
| PRICE                                                                            |                          |
| B-BBEE Status Level Contributor                                                  | Number of points (80/20) |
| 1                                                                                | 20                       |
| 2                                                                                | 18                       |
| 3                                                                                | 14                       |
| 4                                                                                | 12                       |
| 5                                                                                | 8                        |
| 6                                                                                | 6                        |
| 7                                                                                | 4                        |
| 8                                                                                | 2                        |
| Non –compliant contributor                                                       | 0                        |

8.7.2 The points scored by a tenderer in respect of the level of BBEE contribution contemplated in sub regulation 6(2) must be added to the points scored for price as calculated in accordance with sub regulation 6(1) respectively

8.7.3 Subject to regulation 11(1), the contract must be awarded to the tenderer who scores the highest total number of points.

- 8.7.4 A contract may be awarded to a tenderer that did not score the highest total number of points, only in accordance with section 2 (1) (f) of the Act

## **9. BID SUBMISSION REQUIREMENTS**

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

- 9.1.1.** The service provider must draft a table of content which will indicate where each document is located in the proposal.
- 9.1.2.** The proposal shall consist of one master original document, and must clearly indicate the prices on SBD 3.3
- 9.1.3.** The information in the CV of the proposed Team/ Project Leader should include relevant experience in the chosen area of expertise.
- 9.1.4.** Project reference specifying the role played by the service provider in the listed projects or assignments, project value and the duration of the project (start and end date).
- 9.1.5.** A detailed Project Plan with clear indication of who will be responsible for the management of the assignment as well as its execution. The allocation of team members on the assignments should be based on the experience in delivering the scope of work as listed.
- 9.1.6.** Standard bidding documents (SBD1, 3.3, 4, 6.1 and 6.2).
- 9.1.7.** Copy of Central Supplier Database (CSD) report/ SARS Tax Status Pin.

## **10. LEGISLATIVE FRAMEWORK OF THE BID**

### **10.1. Tax Legislation**

- 10.1.1.** Bidder must at all times attempt to be compliant when submitting proposal to DFFE and remain compliant for the entire contract term with all applicable tax legislation, including but not limited to the Income Tax Act, 1962 (Act No. 58 of 1962) and Value Added Tax Act, 1991 (Act No. 89 of 1991).
- 10.1.2.** 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.

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

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

**10.2.** Procurement Legislation

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

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

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

**10.3** Privacy & Protection of Personal Information Act 4 of 2013

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

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

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

**10.3.4** 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.

**10.3.5** In responding to this bid, DFFE acknowledges that it will obtain and have access to personal information of the bidder/respondent. DFFE agrees that it shall only process

the information disclosed by the bidder/respondent in their response to this bid for the purpose of evaluation and subsequent award of the tender and in accordance with any applicable law.

## **11. SPECIAL CONDITIONS OF CONTRACT**

- 11.1.** On appointment, the performance measures for the delivery of the agreed services will be closely monitored by Project Manager.
- 11.2.** Should there be a need for a potential specialist during project execution, the said Specialist will be paid at the rate of a Principal Environmental Assessment Practitioner.
- 11.3.** The Service Provider will submit fortnight progress reports to the Project Manager, within 3 days after the end of the two weeks for the duration of the project, submitted in both soft and hard copies. Failure to submit the required reports on time may result in penalties.
- 11.4.** DFFE will not be held responsible for any costs incurred by the service providers in the preparation, presentation, and submission of the proposal.
- 11.5.** The Project Manager shall do the ongoing management of the Service Level Agreement (SLA).
- 11.6.** The Service Provider must guarantee the presence of the Team Leader in charge of programme throughout the duration of the contract.
- 11.7.** All the conditions specified in the General Conditions of Contract (GCC) will apply and where the conditions in the special conditions of contract contradicts the conditions in the general conditions of contract the special conditions of contract will prevail.
- 11.8.** The supplier shall notify the Department in writing of all subcontracts awarded under this contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.
- 11.9.** In a case a tenderer is intending to sub-contract portion of work, such tenderer awarded a contract may only enter sub-contracting arrangements with the approval of the department.
- 11.10.** Letter of Authority to sign documents on behalf of the company.
- 11.11.** Bidders failing to meet pre-qualification and/or mandatory requirements will automatically be disqualified.
- 11.12.** Service Providers are requested to submit any of the following documents as proof of B-BBEE Status level of contributor:
  - a. B-BBEE status level Certificate issued by a Verification Agency accredited by SANAS;
  - b. A Sworn Affidavit as prescribed by the B-BBEE Codes of Good Practice; and
  - c. B-BBEE certificate issued by the Companies and Intellectual Property Commission.
  - d. SBD 6.1 must also be duly completed, signed, and submitted alongside the bid to claim preference points. Failure to do so will result in B-BBEE preference points being forfeited.

- e. A trust, consortium or joint venture will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- f. A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate proposal.
- g. In the event that the application is made by a Joint Venture or Partnership, the accreditation credentials in name of joined entity should be submitted. Both members in the joint venture must meet the requirement of the proposal.

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

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

## **12. SUB-CONTRACTING CONDITIONS/ REQUIREMENTS**

**12.1.** In a case a tenderer is intending to sub-contract portion of work, such tenderer awarded a contract may only enter into sub-contracting arrangements with the approval of the Department.

**12.2.** In relation to a designated sector, a contractor will not be allowed to subcontract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.

**12.3.** A tenderer will not be awarded the points claimed for B-BBEE status level of contribution or contract if it is indicated in the bid documents that such a bidder intends subcontracting more than 25% of the contract value to any other enterprise that does not qualify for at least the same number of points that the bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.

**12.4.** The contractor is not allowed to sub-contract more than 25% of the contract value to another enterprise that does not have equal or higher B-BBEE status level, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.

## **13. PAYMENT TERMS**

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

## **14. TECHNICAL ENQUIRIES**

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

Name: Ms Natalie Feltman

Tel No. 012 399 8917

E-Mail: [Nfeltman@environment.gov.za](mailto:Nfeltman@environment.gov.za)

# **THE NATIONAL TREASURY**

**Republic of South Africa**



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## **GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT**

**July 2010**

**GOVERNMENT PROCUREMENT**  
**GENERAL CONDITIONS OF CONTRACT**  
**July 2010**

**NOTES**

The purpose of this document is to:

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

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

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

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## **General Conditions of Contract**

### **1. Definitions**

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

RSA.

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

obligations of the supplier covered under the contract.

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

## **2. Application**

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

## **3. General**

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

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**

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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.

Js General Conditions of Contract (revised July 2010)