



forestry, fisheries & the environment

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

INVITATION TO BID BID NUMBER: DFFE-T065(22/23)

TO APPOINT MULTIPLE SERVICE PROVIDERS ON FIVE (05) YEAR CONTRACTS FROM 2023/24 FINANCIAL YEAR TO ASSIST DFFE WITH THE IMPLEMENTATION OF AQUATIC WEEDS MANUAL REMOVAL, FOLIAR AND AERIAL HERBICIDE SUB-LETHAL APPLICATION PROJECTS

Contact persons:

Name : Ms. Debbie Muir
Office Telephone No. : 082 462 1584
E-Mail : dsharp@dffe.gov.za

OR

Contact persons:

Name : Ms Ncumisa Mabece
Office Telephone No. : 072 174 3480
E-Mail : nmabece@dffe.gov.za

NATIONAL TREASURY CENTRAL SUPPLIER DATABASE (CSD) REGISTRATION INFORMATION

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

The Information Session will be held as follows:

Date: :18/10/2022

Time: :10H00

MS Teams link: https://teams.microsoft.com/l/meetup-join/19%3ameeting_NzY1OWRlZjgtYTc5NC00NTVmLTlkNTctMDViMTYxNTk5NDNh%40thread.v2/0?context=%7b%22Tid%22%3a%224ce253e7-3961-428c-ab62-1f96cf3a9fd9%22%2c%22Oid%22%3a%226d5c9642-e70e-4ea7-9b08-fc1dd4d78dcb%22%7d

CLOSING DATE OF THE BID: 27 OCTOBER AT 11H00

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	DFEE-T065(22/23)	CLOSING DATE:	28 OCTOBER 2022	CLOSING TIME:	11:00
DESCRIPTION	TO APPOINT MULTIPLE SERVICE PROVIDERS ON FIVE (05) YEAR CONTRACTS FROM 2023/24 FINANCIAL YEAR TO ASSIST DFFE WITH THE IMPLEMENTATION OF AQUATIC WEEDS MANUAL REMOVAL, FOLIAR AND AERIAL HERBICIDE SUB-LETHAL APPLICATION PROJECTS				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
Department of Environmental Affairs; The Environment House,					
473 Steve Biko Road; Cnr Soutpansberg and Steve Biko Road, Arcadia Pretoria /Tshwane					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Enquiries :Tenders@dfef.gov.za		CONTACT PERSON	Ms. Debbie Muir Ms Ncumisa Mabece	
TELEPHONE NUMBER	012 399 9670/9671/9055		TELEPHONE NUMBER	082 462 1584 072 174 3480	
FACSIMILE NUMBER	N/A		FACSIMILE NUMBER	N/A	
E-MAIL ADDRESS	Tenders@dfef.gov.za		E-MAIL ADDRESS	dsharp@dfef.gov.za nmabece@dfef.gov.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No	
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]	
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

**PART B
TERMS AND CONDITIONS FOR BIDDING**

1. BID SUBMISSION:
<p>1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.</p> <p>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.</p> <p>1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).</p>
2. TAX COMPLIANCE REQUIREMENTS
<p>2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>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.</p> <p>2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.</p> <p>2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.</p> <p>2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.</p> <p>2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.</p> <p>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."</p>

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: DFEE-T065(22/23)
CLOSING TIME 11h00	CLOSING DATE: 28 October 2022

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

TO APPOINT MULTIPLE SERVICE PROVIDERS ON FIVE (05) YEAR CONTRACTS FROM 2023/24 FINANCIAL YEAR TO ASSIST DFFE WITH THE IMPLEMENTATION OF AQUATIC WEEDS MANUAL REMOVAL, FOLIAR AND AERIAL HERBICIDE SUB-LETHAL APPLICATION PROJECTS

**(ALL APPLICABLE TAXES INCLUDED)

1. The accompanying information must be used for the formulation of proposals.
2. Bidders are required to indicate a ceiling price based on the total estimated time for completion of all phases and including all expenses inclusive of all applicable taxes for the project.
3. PERSONS WHO WILL BE INVOLVED IN THE PROJECT AND RATES APPLICABLE (CERTIFIED INVOICES MUST BE RENDERED IN TERMS HEREOF)

R.....

4. PERSON AND POSITION

HOURLY RATE DAILY RATE

.....	R.....	.....
.....	R.....	.....
.....	R.....	.....
.....	R.....	.....
.....	R.....	.....

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

.....	R.....	..... days
.....	R.....	..... days
.....	R.....	..... days
.....	R.....	..... days

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

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

TOTAL: R.....

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

Name of Bidder:

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

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

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

*[DELETE IF NOT APPLICABLE]

Any enquiries regarding bidding procedures may be directed to the –

Department of Forestry Fisheries and the Environment

Contact Person:

Tel: (012) 399 9670/9671/9055

E-mail: Tenders@dfffe.gov.za

Or for technical information –

Name : Ms Debbie Muir

Office Telephone No. : 082 462 1584

E-Mail : dsharp@dfffe.gov.za

AND

Name : Ms Ncumisa Mabece

Office Telephone No: 072 174 3480

E-Mail : nmabece@dfffe.gov.za

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise, employed by the state? **YES/NO**

2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

Full Name	Identity Number	Name of State institution

2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? **YES/NO**

2.2.1 If so, furnish particulars:

1 the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.

.....
.....

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract?

YES/NO

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

I, the undersigned, (name)in submitting the accompanying bid, do hereby make the following statements that I certify to be true and complete in every respect:

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to

² Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

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

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 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).

1.2

- 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
- b) Either the 80/20 preference point system will be applicable to this tender.

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
Total points for Price and B-BBEE must not exceed	100

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 PREFERENCE POINT SYSTEMS

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

80/20

$$P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

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 (80/20 system)
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	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 of 10 or 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		NO	
-----	--	----	--

7.1.1 If yes, indicate:

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

(Tick applicable box)

YES		NO	
-----	--	----	--

v) 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 √	QSE √
Black people		
Black people who are youth		
Black people who are women		

Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
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
.....
.....



**forestry, fisheries
& the environment**

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

THE DEPARTMENT OF FORESTRY, FISHERIES AND THE ENVIRONMENT (DFFE) AS AN ORGAN OF STATE SUBSCRIBES TO AND PROPAGATES BOTH THE NOTION OF BROAD BASED BLACK ECONOMIC EMPOWERMENT ACT, 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

TO APPOINT MULTIPLE SERVICE PROVIDERS ON FIVE (05) YEAR CONTRACTS FROM 2023/24 FINANCIAL YEAR TO ASSIST DFFE WITH THE IMPLEMENTATION OF AQUATIC WEEDS MANUAL REMOVAL, FOLIAR AND AERIAL HERBICIDE SUB-LETHAL APPLICATION PROJECTS

TABLE OF CONTENTS

1.	PURPOSE.....	3
2.	INTRODUCTION AND BACKGROUND.....	3
3.	OBJECTIVES OF THE PROPOSAL	4
4.	SCOPE AND EXTENT OF WORK.....	4
5.	EXPECTED DELIVERABLES & OUTCOMES	6
6.	PERIOD / DURATION OF PROJECT / ASSIGNMENT.....	11
7.	COSTING / COMPREHENSIVE BUDGET.....	11
8.	INFORMATION SESSION	12
9.	EVALUATION METHOD 1	12
10.	EVALUATION METHOD 2.....	19
11.	BID SUBMISSION REQUIREMENTS.....	26
12.	LEGISLATIVE FRAMEWORK OF THE BID.....	27
13.	SPECIAL CONDITIONS OF CONTRACT	28
14.	RISK MANAGEMENT	30
15.	SUB-CONTRACTING CONDITIONS/ REQUIREMENTS	30
16.	PAYMENT TERMS	31
17.	TECHNICAL ENQUIRIES	31
18.	ANNEXURES.....	32

1. PURPOSE

- 1.1. To appoint multiple service providers to assist the Department of Forestry, Fisheries and the Environment (DFFE) with the implementation of aquatic weeds manual removal, foliar and aerial herbicide sub-lethal applications, for a period of five (05) years.

2. INTRODUCTION AND BACKGROUND

- 2.1. The Environmental Programmes (EP) branch is situated in the Department of Forestry, Fisheries and the Environment (DFFE), with the mandate to implement the Expanded Public Works Programme (EPWP) as part of the Government's broader Public Employment initiatives in addressing the triple challenges of unemployment, poverty, and inequality.
- 2.2. The programmes within the EP branch are funded under the auspices of the EPWP, to pursue the EPWP objectives of poverty alleviation through providing employment to the unemployed, building the skills base for the unskilled, support and development of the Small, Medium and Micro Enterprise (SMMEs) which are Qualifying Small Enterprises (QSEs) and Exempt Micro Enterprises (EMEs).
- 2.3. The Branch is responsible for identifying and ensuring the implementation of programmes that employ EPWP principles to contribute towards addressing unemployment in line with the "decent employment through inclusive economic growth" outcome, by working with communities to identify local opportunities that will benefit the communities.
- 2.4. Biological invasions are a major threat to biodiversity and ecosystem services. Aquatic weeds are a major threat to biodiversity, water security and ecological functioning of natural aquatic systems. The impact of aquatic weeds are numerous, ranging from reducing available water quantity, quality, impacting on infrastructure services, decreasing biodiversity and being a nuisance species in some situations. Four of the top five globally invasive aquatic weeds are found on South Africa's waterbodies.
- 2.5. It is expected that the work will take five (05) years to complete the following procedures mentioned in the scope of work. The active growing season for aquatic weeds is generally over spring and summer months, from September to March, and therefore the control of the aquatic weeds needs to be at its peak in summer. The coastal and Mpumalanga Lowveld systems do not go into diapause and therefore can be sprayed throughout the year, depending on favourable conditions. Water quality has an adverse impact on aquatic weed growth, and therefore the exponential growth is exacerbated in eutrophic and hypertrophic systems. If there are environmental conditions in late winter that necessitate spraying, this will be allowed.

- 2.6. The aerial herbicide sub-lethal control of aquatic weeds forms a crucial part of the integrated control programme due to the vastness and/or inaccessibility of some of the systems and the environmental hazards such as dangerous animals in South Africa.
- 2.7. The objectives of spraying aquatic weeds from a helicopter are to minimise the dispersal and biomass increase of aquatic weed species over vast areas in a short period of time as water hyacinth populations can double in biomass every 5–10 days in ideal conditions. It also allows the control of aquatic weeds to occur over a shorter period, therefore allowing for other control methods such as biocontrol to be effective.
- 2.8. The purpose of this tender is to appoint multiple service providers on five (05) year contracts from the 2023/24 financial year to assist DFFE to implement aquatic weeds manual removal, foliar and aerial herbicide sub-lethal application projects.
- 2.9. Bidders may bid for one or more project/s but will be required to submit a separate bid for each project they are intending to submit the proposal for. Bidders will at all times, as a requirement, be expected to submit the **full details of the specific project with habitat name**.
- 2.10. The DFFE intends to appoint one (01) successful bidder per project or habitat or location, the detailed lists as provided in Table 1 below.

3. OBJECTIVES OF THE PROPOSAL

- 3.1. The objectives of the aquatic weeds manual removal, foliar and sub-lethal aquatic aerial spraying projects is to:
 - 3.1.1. prevent, contain and reduce the density and distribution of established invasive aquatic weeds;
 - 3.1.2. reduce their negative effects on the environment;
 - 3.1.3. to mitigate the negative impact on the environment in terms of restoring ecosystems and habitats for biodiversity and ecosystem services; and
 - 3.1.4. ensure the long-term management goals for the EP through sustainable capacity development and entrench skills in South Africa.

4. SCOPE AND EXTENT OF WORK

- 4.1. The priority waterbodies have been identified in consultation with the Department of Water and Sanitation (DWS) and various stakeholders. The management options for the priority waterbodies identified will be broken down into various projects. The manual removal and sub-lethal foliar spraying of identified projects will be grouped together into a number of projects, but the sub-lethal aerial spraying will be a standalone project due to the specialised nature and complexities of the project.

- 4.2. The manual removal and foliar sub-lethal applications of weeds can be grouped into projects as identified by the Department. Table 1 below gives an indication of the systems identified by the Department and supported by DWS for control as projects 1-14.
- 4.3. Project 15 (as indicated in Table 2 below) is to appoint a service provider to provide registered herbicide and conduct sub-lethal aerial spraying by helicopter of weeds on waterbodies in all nine (9) provinces as identified by the Department. Table 2 further gives an indication of the systems identified by the Department and supported by the Department of Water and Sanitation for control. The achievement of the optimum cost-benefit ratios will be promoted by the reciprocal use of resources between EP regions, partner agencies and land users.
- 4.4. The sub-lethal aerial herbicide control requires that the service provider be in possession of all required documents such as licences and permits (see 4.6 below for more details) and have extensive knowledge and hours of flying and spraying by helicopter experience. It would not be cost effective to employ a person within the department as the legal compliance is costly and only needed during the growing season and occasionally in late winter due to environmental conditions.
- 4.5. The service provider will provide a suitable registered herbicide for aquatic weeds as per the EP Pesticides Policy. The glyphosate-based herbicides (GHB's) must **NOT** include polyethoxylated tallow amine (POE-T).
- 4.6. All sub-lethal herbicide control actions, foliar and aerial, need to conform to Section 21(i) or (c) of permit applications and must be accompanied by a risk assessment done by a registered South African Council for Natural Scientific Professionals (SACNASP) scientist (**see attached example of a General Authorization attached as Annexure Q**).
- 4.7. Aquatic weeds are currently found in nine (9) provinces and in 80% of our waterbodies and therefore pose a major risk.
- 4.8. Multiple projects were identified in these national priority areas and detailed project specifications that require implementation were developed for each of these projects. Bidders may access the various Projects with project specifications specifically related to the aquatic weeds manual removal, foliar and aerial herbicide sub-lethal applications via this link: <https://sites.google.com/site/nrmprogrammes/home/2023-2028-bid-call> or through **Annexures B to P** attached.
- 4.9. The mandate of the EP Branch is primarily implementing the EPWP projects with specific linkages to the following (but limited to) legislation that successful Service Providers will have to adhere to and factor into their tender submissions:
- a) The Constitution of South Africa, 1996;
 - b) The National Environmental Management Act, 1998 (Act 107 of 1998);

- c) The National Environmental Management: Biodiversity Act, 2004 (Act 10 of 2004) and applicable regulations;
- d) National Veld and Forest Fire Act, 1998 (Act 101 of 1998);
- e) Disaster Management Act, 2002 (57 of 2002);
- f) National Water Act, 1998 (Act 36 of 1998);
- g) National Forests Act, 1998 (Act 84 of 1998);
- h) Conservation of Agricultural Resources Act, 1983 (Act 43 of 1983);
- i) Mountain Catchment Areas Act, 1981 (Act 76 of 1981);
- j) The Public Finance Management Act, 1999 (Act No 1 of 1999) and the Treasury Regulations issued in terms thereof;
- k) National Treasury Regulation 16A6.3, issued in terms of the Public Finance Management Act;
- l) The Broad-Based Black Economic Empowerment Act, 2003 (Act No 53 of 2003);
- m) Preferential Procurement Policy Framework Act, 2000 (Act No 5 of 2000);
- n) The National Small Enterprise Act No, 1996 (Act No. 102 of 1996);
- o) Employment Equity Act, 1998 (Act No. 55 of 1998);
- p) The Prevention and Combating of Corrupt Activities Act, 2004 (Act No 12 of 2004);
- q) Fertilisers, Farm Feeds, Agricultural Remedies and Stock Remedies Act, 1947 (Act No 36 of 1947);
- r) Hazardous Substances Control Act, 1973 (Act No 15 of 1973);
- s) Protection of Personal Information Act, 2013 (Act No 4 of 2013);
- t) Intellectual Property Rights from Publicly Financed Research and Development Act, 2008 (Act No. 51 of 2008);
- u) Civil Aviation Act, 2009 (Act No 13 of 2009); and
- v) Civil Aviation Regulations, 2011, part 127.

5. EXPECTED DELIVERABLES & OUTCOMES

- 5.1. The manual removal and foliar herbicide sub-lethal applications of aquatic weeds are grouped into projects as identified by the Department.
- 5.2. Table 1 gives an indication of the systems identified by the DFFE and supported by Department of Water and Sanitation (DWS) for control. There are 14 different manual removal and foliar herbicide sub-lethal applications of aquatic weeds' projects listed below that bidders may be tender for:

Table 1: Manual removal and foliar herbicide sub-lethal applications of aquatic weeds' projects

Project Number	Project Name/System	Control option	Estimated hectares (ha)
1	Roodekopjes Dam	Manual removal	839
	Hartebeespoort dam	Manual removal	860
	Morula sun dam	Manual removal	66
2	Bon Accord dam	Manual removal	250
	Hammanskraal dam	Manual removal	100
	Roodeplaat dam	Manual removal and/or foliar sub-lethal spray	200
3	Bronkhorskpruit	Manual removal	60
	Wilge River	Manual removal	200
	Crocodile River West	Manual removal	200
4	Vaal River – Middle Vaal	Manual removal and/or sub-lethal spray	500
	Boskop dam	Manual removal and/or sub-lethal spray	200
5	Letaba river and adjoining inlets, Limpopo	Manual removal and/or sub-lethal spray	200
	Selati River	Manual removal	100
6	Upper Olifants river, Mpumalanga	Manual removal and/or sub-lethal spray	800
7	Msunduzi River	Manual removal and/or sub-lethal spray	700
	Umgeni	Manual removal and/or sub-lethal spray	700
8	Wewe dam	Manual removal and /or sub-lethal spray	30
	Umdloti River	Manual removal and/or sub-lethal spray	142
9	Sterkspruit/Shongweni	Manual removal and/or sub-lethal spray	118
	Umlazi river	Manual removal and/or sub-lethal spray	304

Commented [MS1]: BSC to confirm that all the listed hectors are aligned to annexure A

Project Number	Project Name/System	Control option	Estimated hectares (ha)
10	Swartkops river	Manual removal and/or sub-lethal spray	200
	Mtata river	Manual removal and/or sub-lethal spray	300
	Nahoon river and Bridaldrift dam	Manual removal and/or sub-lethal spray	750
11	Berg river	Manual removal and/or sub-lethal spray	200
	Breede River	Manual removal and/or sub-lethal spray	400
	Goukou river	Manual removal and/or sub-lethal spray	100
12	Bloemhof dam	Manual removal	200
13	Vaal river, Lower Vaal – Bloemhof dam wall to Warrenten weir	Manual removal and/or sub-lethal spray	500
14	Pongola River	Manual removal	382
	Mhlathuze River	Manual removal	415

Commented [MS1]: BSC to confirm that all the listed hectors are aligned to annexure A

- 5.3. The performance measures for the delivery of the manual and sub-lethal foliar applications for the aquatic weeds in South Africa will be closely monitored for project number 1-14 as follows;
- 5.3.1. Number of hectares cleared on aquatic systems, in line with TOR;
 - 5.3.2. Acceptable Method/s used in line with TOR;
 - 5.3.3. Cost per hectare in line with the acceptable rate (**Annexure A**), which will be awarded per project number.
- 5.4. Project 15 requires the appointment of a service provider to provide registered herbicide and conduct sub-lethal aerial spraying, by helicopter, of weeds on waterbodies in nine (9) provinces as identified by the Department. Table 2 below gives an indication of the systems identified by the Department and supported by the Department of Water and Sanitation (DWS) for Control. There is one (1) project that bidders may tender for that is listed below:

Commented [MS2]: Are we intending to award this per project or per area?

Table 2: Registered herbicide and conduct sub-lethal aerial spraying project

Project Number	Project name: Aerial spray	Estimated hectares (ha)
15	Roodekopjes Dam	840
	Crocodile River West	150
	Roodeplaat Dam	600
	Cullinan mine Dam	250
	Wilge River	150
	Apies River & Bon Accord Dam	500
	Vaal River system	500
	Ekhurhuleni dams (Alexander Dam, Cowels Dam, Jan Smuts Dam)	250
	Hammanskraal Dam	250
	Benoni Dam	250
	Brakpan Dam	250
	Potchefstroom Dam	450
	Morula Sun Dam	350
	Klerkskraal Dam	150
	Letaba River and adjoining inlets	150
	Upper Olifants River	800
	Komati River	750
	Lomati River	750
	Crocodile East River	500
	Affected areas in Kruger National Park	500
	Suid Kaap River	150
	Noord Kaap River	150
	Mpangeni Rivers and dams	500
	Umlazi River	500
	Mzunduzi River	500
	Umgeni River	500
	Inanda Dam	200
	Shongweni Dam	500
Mnini River	450	
Ixopo dams	500	
Mseleni River	1500	

Commented [MS3]: BSC to confirm that all the listed hectares are aligned to Annexure A

Project Number	Project name: Aerial spray	Estimated hectares (ha)
	Mthlathuze River	1500
	Mtata River	500
	Swartkops River	500
	Wriggleswade Dam	500
	Laing Dam	500
	Berg River	500
	Breede River	500
	Goukou River	300
	Vet river	100
	Bloemhof dam	100
	Hex river	480

Commented [MS3]: BSC to confirm that all the listed hectares are aligned to Annexure A

- 5.5. The pilot and/or operator must comply with Civil Aviation Association of South Africa (CAASA) regulations, provide proof of a valid commercial pilot's license and be a registered operator under part 127 of the Civil Aviation Regulations. The operator must be commercially qualified with, at least, 3 000 hours of flying experience on helicopters and 1 000 hours of spraying experience in helicopters, provide proof of certification with the Department of Agriculture, Land Reform and Rural Development (DALRRD) as a Pest Control Operator and licensed with an aerial application spray rating.
- 5.5.1. The helicopter model must be stated and must have an accepted minimum lifting capacity of 300 kilograms (kg) of herbicide with a minimum spray swath of 18 meters (m). The spray booms must be fitted with a pressure gauge or flow meter and the pilot/operator must be qualified to calibrate the aircraft to apply the prescribed dosage.
- 5.5.2. The service provider will be responsible to measure the pH level of the mixing water, adjust the level to the herbicide specification and include results in post-spray report. The transportation of the fuel, herbicide dilution and provision of water will be provided for by the operator. The operator will provide the water tanker and the tank capacity must be specified to determine the fairness of the rate. The water supply tank must be of a higher capacity than the spraying tank.
- 5.5.3. Conduct a Pre-spray evaluation or site assessment:
- 5.5.3.1. Verify the amount of biomass of aquatic weeds on site to assess the time needed to spray and biomass of plants to calculate the amount of herbicide needed to calculate the quotation amount correctly;
- 5.5.3.2. Provide pre-spray visual documentary evidence for reporting requirements;

- 5.5.3.3. Provide visual documentary evidence for long term monitoring of systems.
- 5.5.4. Conduct sub-lethal spray on site:
 - 5.5.4.1. Verify the amount or biomass of aquatic weeds on site to assess the time needed to spray and biomass of plants to calculate the amount of herbicide needed to calculate the quotation amount correctly;
 - 5.5.4.2. Provide spray visual documentary evidence for reporting requirements;
 - 5.5.4.3. Provide flight plan for reporting requirements.
- 5.5.5. The performance measures for the delivery of the aerial application of herbicide to the aquatic floating macrophyte infestations in South Africa will be closely monitored by DFFE.
 - 5.5.5.1. Number of aquatic systems sprayed, in line with the TOR;
 - 5.5.5.2. Number of litres herbicides used, including buffer-if any;
 - 5.5.5.3. Number of hectares sprayed;
 - 5.5.5.4. Cost per hectare in line with Annexure A.
- 5.5.6. All progress reports and flight paths need to be signed off by the relevant Departmental Biodiversity Officer in the region where the spray operation is taking place before the documentation is submitted to the Departmental Project Manager for payment.
- 5.6. The expected deliverables and outcomes of the work required for each of the above 15 projects for the aquatic weeds manual removal, foliar and aerial herbicide sub-lethal applications projects are attached to this TOR as **Annexures B to P** .and also available on the following link:
<https://sites.google.com/site/nrmprogrammes/home/2023-2028-bid-call>

6. PERIOD / DURATION OF PROJECT / ASSIGNMENT

- 6.1. The duration of the project will be for five (05) years after the signing of the Service Level Agreement (SLA) or Memorandum of Agreement (MOA) by both parties and issuing of the purchase order by the Department.
- 6.2. The agreement between DFFE and the successful service providers will stipulate the exact duration (with implementation and expected completion dates) of this project.

7. COSTING / COMPREHENSIVE BUDGET

- 7.1. To determine the bid price, a Price Breakdown (Annexure A) needs to be completed in the prescribed format as provided for each Project will be bidding for, for the duration of five (05) years. It should be submitted in hard-copy as well as on a flash drive with the tender document.

- 7.2. The bid price for the first year will be fixed. For the outer years, the bidder needs to consider a CPI of 4%. However, the annualized CPI, as published by Stats SA will be used to adjust annual costs allowing for actual CPI increases.
- 7.3. The bid price will comprise of a cost per hectare that will be used and will be calculated as follows:
- 7.3.1. The total bid price for the five-year contract period and will be divided by the number of estimated hectares for the Project.
- 7.4. The service provider shall ensure that, during the detailed costing stage of the project, project deliverables and related activities are inclusive of VAT (where applicable to VAT vendors).
- 7.5. DFFE reserves the right to negotiate price with the preferred bidder/s after completion of the competitive bidding process.
- 7.6. The DFFE reserves the right to benchmark and negotiate rates with successful bidder (s) during the evaluation process and before the award.
- 7.7. Price offers will be valid for 120 days.

8. INFORMATION SESSION

- 8.1. The DFFE will arrange a virtual information session for interested bidders after the tender has been advertised. The attendance of this information session is **compulsory**. Only bidders that attended the compulsory information session may compete for this tender. Tender documents will be explained during these sessions and potential bidders will have the opportunity to ask questions where needed.
- 8.2. The Information Session will be held as follows:
- Date: :18/10/2022
- Time: :10H00

MS Teams link: https://teams.microsoft.com/l/meetup-join/19%3ameeting_NzY1OWRlZigtYtc5NC00NTVmLTlkNTctMDViMTYxNTk5NDNh%40thread.v2/0?context=%7b%22Tid%22%3a%224ce253e7-3961-428c-ab62-1f96cf3a9fd9%22%2c%22Oid%22%3a%226d5c9642-e70e-4ea7-9b08-fc1dd4d78dcb%22%7d

9. EVALUATION METHOD ¹

- 9.1. The evaluation for **Project Number 1 to 14** will be carried out in **three (3) phases** and are as follows:
- Phase 1: Pre-compliance
 - Phase 2: Functional Evaluation Criteria
 - Phase 3: Price and B-BBEE

Commented [MS4]: BSC to indicate why the pest control certificate is not required?

9.2. **Phase 1: Pre-Compliance - Project 1 To 14**

9.2.1. During this phase bid documents will be reviewed to determine the compliance with Supply Chain Management (SCM) returnable, tax matters and whether Central Data Base (CSD) report 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.

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

Item No.	Administrative Requirements	Check/ Compliance
1	Master Bid Document	Provided and bound
2	Electronic Copy (USB)	Same as the master bid document
3	SCM - SBD 1 - Invitation to Bid	Completed and signed
4	Tax Compliance and CSD Registration	Attached CSD registration number/Proof of CSD registration and/or SARS Tax Pin
5	SCM - SBD 3.3 and Price Breakdown (Annexure A)	Completed in hard copy and submitted on USB
6	SBD 4 – Bidders Disclosure	Completed and signed
7	SBD 6.1 - Preference Points Claim Form in terms of the Preferential Procurement Regulations 2017	Completed and signed
8	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

9.3. **Phase 2: Functionality and Technical Criteria**

9.3.1. Only bid proposals that meet pre-compliance for **Project Number 1 to 14** may be evaluated on functionality criteria.

9.3.2. The bidder must score a minimum of **65%** during Phase 2 (functionality/ technical) of the evaluation process to qualify for Phase 3 of the evaluation where only the price and BBBEE will be considered.

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

GUIDELINES FOR CATEGORY CRITERIA	FUNCTIONALITY (PROJECT NUMBER 1 TO 14)		
UNDERSTANDING OF THE BRIEF	Requirements to be met: 1. Adequately addresses key project activities, 2. Describes all deliverables in detail and how they will be met, 3. Adequately addresses all key project reporting milestones, 4. Clearly outlines roles and responsibilities and stakeholder engagements and 5. Adequate identify risks and control/mitigation measures.		
	The bidders understanding of the project brief and requirements adequately addresses the key project activities and deliverables. The outline and insight are relevant and accurate.	Indicator	Weight
	Bidder has in depth understanding of the project brief and requirements, supported by project methodology that meet all five requirements	5	20
	Bidder has in depth understanding of the project brief and requirements, supported by project methodology that meet any of the four requirements	4	
	Bidder has in depth understanding of the project brief and requirements, supported by project methodology that meet any of the three requirements	3	
	Bidder has in depth understanding of the project brief and requirements, supported by project methodology that meet any of the two requirements	2	
	Bidder has in depth understanding of the project brief and requirements, supported by project methodology that addresses only one of the requirements	1	
	Bidder did not submit approach and methodology	0	
PROJECT MANAGEMENT APPROACH	Provision of a proposed Programme/ Project Management approach and detailed methodology and implementation plan that demonstrates how the Service Provider will meet the aquatic weeds projects' objectives.		
	Bidders will be required to provide a methodology and implementation plan with an action plan	Indicator	Weight

GUIDELINES FOR CATEGORY CRITERIA	FUNCTIONALITY (PROJECT NUMBER 1 TO 14)		
	The Project Management approach demonstrates a good understanding of the aquatic weeds project in a <u>detailed</u> methodology and implementation plan. It incorporates a <u>detailed</u> action plan with deliverables, timeframes and processes.	5	20
	The Project Management approach demonstrates an average understanding of the aquatic weeds project in <u>brief or general</u> outlined methodology and implementation plan. It incorporates a <u>brief or general</u> action plan with deliverables, timeframes and processes.	4	
	Action plan provided with deliverables and timeframes.	3	
	Action plan provided with no deliverables and timeframes.	2	
	Task not well understood.	1	
	No information provided/non-compliant	0	
COMPANY EXPERIENCE/ TRACK RECORD	Bidder(s) should submit valid positive completion certificates / positive reference letters that briefly describe the type of services provided for their clients.		
	For these letters to be considered valid, they		
	1. must be on the bidder's clients' official letterheads and must indicate		
	2. project value,		
	3. start and end date of the project,		
	4. contact details and		
5. must be duly signed.			
Company experience should correspond with reference letter attached for bidder (s) to be allocated points.			
The bidder will be required to provide evidence of experience of the company, track record and knowledge in the field of aquatic weeds: manual removal and sub-lethal foliar herbicide spraying for projects	Indicator	Weight	
The bidder's letters provide evidence highlighting past and/or ongoing experience and competence in similar field with similar scope with 6 or more years' experience.	5	30	

GUIDELINES FOR CATEGORY CRITERIA	FUNCTIONALITY (PROJECT NUMBER 1 TO 14)		
	The bidder provides evidence of at least 3 reliable contactable signed references from stakeholders confirming that the bidder has the required experience for similar projects which were completed successfully.		
	The bidder's letters provide evidence highlighting past and/or ongoing experience and competence in a similar field with the similar scope with 4 but less than 6 years' experience.	4	
	The bidder provides evidence of at least 2 reliable contactable signed references from stakeholders confirming that the bidder has the required experience for similar projects which were completed successfully.		
	The bidder's letters provide evidence highlighting past and/or ongoing experience and competence in a similar field with the similar scope with 3 but less than 4 years' experience.	3	
	The bidder provides evidence of at least 1 reliable contactable signed reference from a stakeholder confirming that the bidder has the required experience for similar projects that was completed successfully. The bidder provides 1 previous tender awarded and/or project successfully completed, including project value.		
	The bidder's letters provide evidence highlighting past and/or ongoing experience and competence in a similar field with the similar scope with 2 but less than 3 years' experience.	2	
	The bidder provides evidence of at least 1 reliable contactable signed reference from a stakeholder confirming that the bidder has the required experience for similar projects that was award/completed successfully, including the project value.		
	The bidder's letters provide evidence highlighting past and/or ongoing experience and competence in a similar	1	

GUIDELINES FOR CATEGORY CRITERIA	FUNCTIONALITY (PROJECT NUMBER 1 TO 14)		
	field with the similar scope with 1 but less than 2 years' experience.	0	
	The bidder provides evidence of at least 1 reliable contactable signed reference from a stakeholder confirming that the bidder has the required experience for similar projects that was awarded/completed successfully, including project value.		
	No information provided/ non-compliant		
TECHNICAL CAPABILITY/ EXPERTISE AND TRACK RECORD OF PROJECT MANAGER TO BE ASSIGNED TO THE PROJECT	Bidder (s) are required to demonstrate that they have the necessary resources and technical expertise to undertake and successfully complete the project: Technical Capability/expertise and experience of proposed Project Manager to be assigned to the project.		
	Detailed CV's and information contained in the bidder's proposal/profile reflecting years of relevant experience		
	CV of Project Manager with experience in similar projects	Indicator	Weight
	5 years' experience and more in implementing aquatic weeds manual removal and sub-lethal foliar herbicide spraying or related projects	5	30
	4 years' and less than 5 years' experience in implementing aquatic weeds manual removal and sub-lethal foliar herbicide spraying or related projects	4	
	3 years' and less than 4 years' experience in implementing aquatic weeds manual removal and sub-lethal foliar herbicide spraying or related projects	3	
	2 years' and less than 3 years' experience in implementing aquatic weeds manual removal and sub-lethal foliar herbicide spraying or related projects	2	
	1 year and less than 2 years' experience in implementing aquatic weeds manual removal and sub-lethal foliar herbicide spraying or related projects	1	
Less than 1 year experience or no similar experience/non-compliant	0		
TOTAL FUNCTIONALITY SCORE		100	

9.4. **PHASE 3: Price and B-BBEE**

- 9.4.1. Price and B-BBEE will be evaluated per **Project number 1 to 14**
- 9.4.2. The bid will be awarded to the bidder with the highest points on price and B-BBEE per project on condition that the bidder has met all phases of the evaluation criteria and complied with the tender requirements set out in the tender document.
- 9.4.3. The department reserves the right to negotiate prices that are not deemed market related and not to award the tender to the bidder that tendered with the lowest price/achieved the highest points per Project.
- 9.4.4. The 80/20 or 90/10 as an appropriate preference point systems will be used in the evaluation and adjudication of this tender per Project. However, it must be extended that the lowest acceptable tender per Project will be used to determine the applicable preference point system as per regulation (Section 3(a)(ii) of PPR 2017, which states: "If it is unclear which preference point system will be applicable, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system". Therefore, either 80 or 90 points, depending on the rand value of the tender, will be awarded to the bidder who offers the lowest price, and proportionately fewer points are awarded to those with higher prices. Either 20 or 10 points are then available as preference points for EMEs, QSEs or B- BBEE contributors, as applicable.
- 9.4.5. Subject to sub-regulation 6 (2), points will be awarded to a tenderer attaining a B-BBEE status level contributor in accordance with the table below:

PRICE	90	80
B-BBEE Status Level Contributor	Number of points	Number of points
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

- 9.4.6. The points scored by a tenderer in respect of the level of B-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.

- 9.4.7. Subject to regulation 11(1), the contract must be awarded to the tenderer who scores the highest total number of points.
- 9.4.8. 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.

10. EVALUATION METHOD 2

Commented [M55]: BSC to confirm why the requirement of the pest control certificate is not tested?

- 10.1. The evaluation of **Project Number 15** will be carried out in **four (4) phases** and are as follows:
 - a) Phase 1: Pre-compliance
 - b) Phase 2: Mandatory Requirements
 - c) Phase 3: Functional Evaluation Criteria
 - d) Phase 4: Price and B-BBEE

10.2. PHASE 1: Pre-Compliance

- 10.2.1 During this phase bid documents will be reviewed for **Project Number 15** to determine the compliance with Supply Chain Management (SCM) returnable, tax matters and whether Central Data Base (CSD) report 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.
- 10.2.2. The bid proposal will be screened for compliance with administrative requirements as indicated below:

Item No.	Administrative Requirements	Check/ Compliance
1	Master Bid Document	Provided and bound
2	Electronic Copy (USB)	Same as the master bid document
3	SCM - SBD 1 - Invitation to Bid	Completed and signed
4	Tax Compliance and CSD Registration	Attached CSD registration number/Proof of CSD registration and/or SARS Tax Pin
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6	SBD 4 – Bidders Disclosure	Completed and signed
7	SBD 6.1 - Preference Points Claim Form in terms of the Preferential Procurement Regulations 2017	Completed and signed
8	In case of bids where Consortia/Joint Ventures, Consortia/ Joint Venture agreement signed by both parties must be submitted with bid proposal	JV agreement completed and signed, if applicable

10.3. **PHASE 2: Mandatory Requirements**

10.3.1. The following mandatory requirements will apply for **Project Number 15** and all bidders that fail to meet the mandatory requirements will be disqualified and will not be evaluated further on functionality criteria.

Mandatory certificates to be attached, must be completed by bidder by answering yes or no and attach proof

#	REQUIREMENTS	BIDDER COMPLY	
		YES	NO
1	Proof of Professional registration with all of the following Authority(s):		
	Attach pest control operators certificate with P number from registrar: DALRRD (Act 36 of 1947)		
	Attach Valid commercial pilots licence with civil Aviation Authority of South Africa (CAASA)		
2	Attach proof/certificate that bidder is registered under Part 127 of the Civil Aviation Regulations		
3	Bidder must provide proof of previous experience of key personnel that have both flying and spraying experience 3000 hours flying experience on helicopters and 1000 hours spraying experience in helicopters		
4	Bidder must proof that Helicopter accepted has a minimum lifting capacity of 300 kilogram's (kg's) of herbicide with minimum spray swath of 18 metres NB: Bidder must attach proof		

10.4. **PHASE 3: FUNCTIONALITY AND TECHNICAL CRITERIA**

10.4.1. Only bid proposals that meet pre-compliance and mandatory requirements for **Project Number 15** will be evaluated on functionality criteria.

10.4.2. The bidder must score a minimum of **65%** during Phase 3 (functionality/technical) of the evaluation process to qualify for Phase 4 of the evaluation where only the price and BBBEE will be considered.

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

GUIDELINES FOR CATEGORY CRITERIA	FUNCTIONALITY (PROJECT NUMBER 15)
	Requirements to be met:

GUIDELINES FOR CATEGORY CRITERIA	FUNCTIONALITY (PROJECT NUMBER 15)		
UNDERSTANDING OF THE BRIEF	<ol style="list-style-type: none"> 1. Adequately addresses key project activities, 2. Describes all deliverables in detail and how they will be met, 3. Adequately addresses all key project reporting milestones, 4. Clearly outlines roles and responsibilities and stakeholder engagements and 5. Adequate identify risks and control/mitigation measures. 		
	The bidders understanding of the project brief and requirements adequately addresses the key project activities and deliverables. The outline and insight are relevant and accurate.	Indicator	Weight
	Bidder has in depth understanding of the project brief and requirements, supported by project methodology that meet all five requirements	5	20
	Bidder has in depth understanding of the project brief and requirements, supported by project methodology that meet any of the four requirements	4	
	Bidder has in depth understanding of the project brief and requirements, supported by project methodology that meet any of the three requirements	3	
	Bidder has in depth understanding of the project brief and requirements, supported by project methodology that meet any of the two requirements	2	
	Bidder has in depth understanding of the project brief and requirements, supported by project methodology that addresses only one of the requirements	1	
	Bidder did not submit approach and methodology	0	
PROJECT MANAGEMENT APPROACH	Provision of a proposed Programme/ Project Management approach and detailed methodology and implementation plan that demonstrates how the Service Provider will meet the aquatic weeds projects' objectives.		
	Bidders will be required to provide a methodology and implementation plan with an action plan	Indicator	Weight

GUIDELINES FOR CATEGORY CRITERIA	FUNCTIONALITY (PROJECT NUMBER 15)		
	The Project Management approach demonstrates a good understanding of the aquatic weeds project in a <u>detailed</u> methodology and implementation plan. It incorporates a <u>detailed</u> action plan with deliverables, timeframes and processes.	5	20
	The Project Management approach demonstrates an average understanding of the aquatic weeds project in <u>brief or general</u> outlined methodology and implementation plan. It incorporates a <u>brief or general</u> action plan with deliverables, timeframes and processes.	4	
	Action plan provided with deliverables and timeframes.	3	
	Action plan provided with no deliverables and timeframes.	2	
	Task not well understood.	1	
	No information provided/non-compliant	0	
COMPANY EXPERIENCE/ TRACK RECORD	Bidder (s) should submit valid positive completion certificates / positive reference letters that briefly describe the type of services provided for their clients.		
	For these letters to be considered valid, they		
	1. must be on the bidder's clients' official letterheads and must indicate		
	2. project value,		
	3. start and end date of the project,		
	4. contact details and		
5. must be duly signed.			
Company experience should correspond with reference letter attached for bidder (s) to be allocated points.			
The bidder will be required to provide evidence of experience of the company, track record and knowledge in the field of aquatic weeds for aerial sub-lethal herbicide spraying.	Indicator	Weight	
The bidder's letters provide evidence highlighting past and/or ongoing experience and competence in similar	5	30	

GUIDELINES FOR CATEGORY CRITERIA	FUNCTIONALITY (PROJECT NUMBER 15)		
	field with similar scope with <u>6 or more</u> years' experience.		
	The bidder provides evidence of <u>at least 3</u> reliable contactable signed references from stakeholders confirming that the bidder has the required experience for similar projects which were completed successfully.		
	The bidder's letters provide evidence highlighting past and/or ongoing experience and competence in a similar field with the similar scope with <u>4 but less than 6 years'</u> experience.		
	The bidder provides evidence of <u>at least 2</u> reliable contactable signed references from stakeholders confirming that the bidder has the required experience for similar projects which were completed successfully. ±	4	
	The bidder's letters provide evidence highlighting past and/or ongoing experience and competence in a similar field with the similar scope with <u>3 but less than 4 years'</u> experience.		
	The bidder provides evidence of <u>at least 1 reliable</u> contactable signed reference from a stakeholder confirming that the bidder has the required experience for similar projects that was completed successfully. The bidder provides 1 previous tender awarded and/or project successfully completed, including project value.	3	
	The bidder's letters provide evidence highlighting past and/or ongoing experience and competence in a similar field with the similar scope with <u>2 but less than 3 years'</u> experience.		
	The bidder provides evidence of <u>at least 1 reliable</u> contactable signed reference from a stakeholder confirming that the bidder has the required experience	2	

GUIDELINES FOR CATEGORY CRITERIA	FUNCTIONALITY (PROJECT NUMBER 15)		
	for similar projects that was award/completed successfully, including the project value.		
	The bidder's letters provide evidence highlighting past and/or ongoing experience and competence in a similar field with the similar scope with 1 but less than 2 years' experience.	1	
	The bidder provides evidence of at least 1 reliable contactable signed reference from a stakeholder confirming that the bidder has the required experience for similar projects that was awarded/completed successfully, including project value.		
	No information provided/non-compliant			0
TECHNICAL CAPABILITY/ EXPERTISE AND TRACK RECORD OF PROJECT MANAGER TO BE ASSIGNED TO THE PROJECT	Bidder (s) are required to demonstrate that they have the necessary resources and technical expertise to undertake and successfully complete the project: Technical Capability/ expertise and experience of proposed Project Manager to be assigned to the project.		
	Detailed CV's and information contained in the bidder's proposal/profile reflecting years of relevant experience		
	CV of Project Manager with experience in similar projects	Indicator	Weight
	6 years' and more experience with a minimum of 3 400 hours helicopter flying experience and 1 400 hours aerial spraying by helicopter	5	30
	5 years' and less than 6 years' experience with a minimum of 3 300 hours helicopter flying experience and 1 300 hours aerial spraying by helicopter	4	
	4 years' and less than 5 years' experience with a minimum of 3 200 hours helicopter flying experience and 1 200 hours aerial spraying by helicopter	3	
	3 years' and less than 4 years' experience with a minimum of 3 100 hours helicopter flying experience	2	

Commented [MS6]: The BSC must consider aligning the hours to mandatory requirements across this criterion which is 3000 hours for helicopter flying and 100 hours for aerial spraying

Commented [MS7]: BSC to expand on the evidence required to test this criterion

GUIDELINES FOR CATEGORY CRITERIA	FUNCTIONALITY (PROJECT NUMBER 15)		
	and 1 2100 hours aerial spraying by helicopter for project 15		
	2 years' and less than 3 years' experience with a minimum of 3 4000 hours helicopter flying experience and 1 4000 hours aerial spraying by helicopter for project 15	1	
	Less than 1 year experience or no similar experience/non-compliant	0	
TOTAL FUNCTIONALITY SCORE			100

10.5. PHASE 4: Price and B-BBEE

- 10.5.1. Price and B-BBEE will be evaluated per **Project number 15**
- 10.5.2. The bid will be awarded to the bidder with the highest points on price and B-BBEE per project on condition that the bidder has met all phases of the evaluation criteria and complied with the tender requirements set out in the tender document.
- 10.5.3. The department reserves the right to negotiate prices that are not deemed market related and not to award the tender to the bidder that tendered with the lowest price/achieved the highest points per Project.
- 10.5.4. The 80/20 or 90/10 as an appropriate preference point systems will be used in the evaluation and adjudication of this tender per Project. However, it must be extended that the lowest acceptable tender per Project will be used to determine the applicable preference point system as per regulation (Section 3(a)(ii) of PPR 2017, which states: "If it is unclear which preference point system will be applicable, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system". Therefore, either 80 or 90 points, depending on the rand value of the tender, will be awarded to the bidder who offers the lowest price, and proportionately fewer points are awarded to those with higher prices. Either 20 or 10 points are then available as preference points for EMEs, QSEs or B- BBEE contributors, as applicable.
- 10.5.5. Subject to sub-regulation 6 (2), points will be awarded to a tenderer attaining a B-BBEE status level contributor in accordance with the table below:

PRICE	90	80
B-BBEE Status Level Contributor	Number of points	Number of points
1	10	20

PRICE	90	80
B-BBEE Status Level Contributor	Number of points	Number of points
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

- 10.5.6. The points scored by a tenderer in respect of the level of B-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.
- 10.5.7. Subject to regulation 11(1), the contract must be awarded to the tenderer who scores the highest total number of points.
- 10.5.8. 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.

11. BID SUBMISSION REQUIREMENTS

- 11.1. Bidders should ensure that the following submission requirements, which will be needed for evaluation purposes are included in their bid proposal and are as follows:
- 11.1.1. The service provider must draft a table of contents which will indicate where each document is in the proposal.
- 11.1.2. The proposal shall consist of one master original document and must clearly indicate the prices on the Price Breakdown in the prescribed format as per Annexure A for each Project Number applied for.
- 11.1.3. The information in the CV of the proposed Project Manager should include relevant experience in the chosen area of expertise.
- 11.1.4. 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).
- 11.1.5. A detailed project plan and implementation 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 / project plan with clear indication of who will be responsible for the management of the

Commented [MS8]: BSC to confirm are bidders expected to submit a Project Manager for each project number they are bidding for?
Or
More than one project number can be managed by one project manager?

assignment as well as its execution. The allocation of team members on the assignments should be based on the experience in delivering the scope of work as listed.

- 11.1.6. Standard bidding documents (SBD1, 4, 6.1, and SBD 3,3 with Annexure A – Price Breakdown).
- 11.1.7. Copy of Central Supplier Database (CSD) report and Tax Pin Certificate.
- 11.1.8. Programme/ Project Management approach with an action plan.
- 11.1.9. Bidder must provide proof of previous experience of **key personnel that have both flying and spraying experience 3000 hours flying experience on helicopters and 1000 hours spraying experience in helicopters.**
- 11.1.10. Pest control operators' certificate with P number from registrar: DALRRD (Act 36 of 1947).
- 11.1.11. Valid commercial pilots licence with civil Aviation Authority of South Africa (CAASA).
- 11.1.12. Proof/certificate that bidder is registered under Part 127 of the Civil Aviation Regulations.
- 11.1.13. Bidder must prove that Helicopter accepted has a minimum lifting capacity of 300 kilogram's (kg's) of herbicide with minimum spray swath of 18 **metres.**
- 11.1.14. Bidder (s) are required to demonstrate that they have the necessary resources and technical expertise to undertake and successfully complete the project: Technical Capability/expertise and track record of proposed team to be assigned to the project.
- 11.1.15. Bidders may bid for one or more Project/s but **will be required to submit a separate bid for each Project Number (1 to 15)**. As a requirement, the tender number with description and details of the specific project with project name or habitat name and project number, bidding for must be clearly indicated on the front cover of the bid document.
- 11.1.16. A signed contract or letter of intent and commitment (on a letter head) will be accepted as proof of sub-contracting arrangement with the EME/QSEs to be listed by the DFFE from the CSD.

Commented [MS9]: BSC to confirm evidence required from the bidders

Commented [MS10]: BSC to confirm evidence required from the bidders

12. LEGISLATIVE FRAMEWORK OF THE BID

12.1. Tax Legislation

- 12.1.1. Bidder must at all time attempt to be compliant when submitting proposal to DFFE and remain compliant for the entire contract term with all applicable tax legislation, including but not limited to the Income Tax Act, 1962 (Act No. 58 of 1962) and Value Added Tax Act, 1991 (Act No. 89 of 1991).
- 12.1.2. SARS Tax Status Pin requirements / or Central Supplier Database (CSD) number or report must be provided.

12.2. Procurement Legislation

- 12.2.1. Bidders should be cognisant of the legislation and/or standards specifically applicable to the services.
 - 12.2.2. Bidders are requested to submit a valid B-BBEE Status Level Verification Certificate issued by SANAS, or Accredited Verification Agency; or B-BBEE Certificate issued by CIPC, or Sworn Affidavit commissioned by Commissioner of Oaths together with their bids.
 - 12.2.3. In the event that the application is made by a Joint Venture or Partnership, the accreditation credentials in name of joined entity should be submitted. Both members in the joint venture must meet the requirement of the proposal.
- 12.3. Privacy and Protection of Personal Information Act 4 of 2013
- 12.3.1. Protecting personal information is important to the Department of Forestry, Fisheries, and the Environment. To do so, DFFE follows general principles in accordance with applicable privacy laws and the Protection of Personal Information Act 4 of 2013 (POPIA).
 - 12.3.2. DFFE's role as the responsible party, is amongst others to process personal information for the intended purpose for which it was obtained and in line with legal agreements with its respective/prospective services providers and third parties.
 - 12.3.3. DFFE will process personal information only with the knowledge and authorization of the bidder/respondent and will treat personal information which comes to its knowledge as confidential and will not disclose it, unless so required by law or subject to the exception contained in the POPIA.
 - 12.3.4. DFFE reserves all the rights afforded to it by the POPIA in the processing of any of its information as contained in this bid and the bidder/respondent is required to comply with all prescripts as detailed in the POPIA relating to all information concerning DFFE.
 - 12.3.5. In responding to this bid, DFFE acknowledges that it will obtain and have access to personal information of the bidder/respondent. DFFE agrees that it shall only process the information disclosed by the bidder/respondent in their response to this bid for the purpose of evaluation and subsequent award of the tender and in accordance with any applicable law.

13. SPECIAL CONDITIONS OF CONTRACT

- 13.1. On appointment, the performance measures for the delivery of the agreed services will be closely monitored by Project Manager.
- 13.2. The service provider will submit monthly progress reports to the Project Manager as prescribed by the Department. Failure to submit the required reports on time will result in penalties and/or cancellation of the Contract. In preparation of tenders, bidders should take into account, the relevant resources needed and plan for the reporting requirements on the following, but not limited to:

- a) Monthly operational performance against set targets annually and evidence.
 - b) Data management and custodianship (data storage systems) to ensure the Programmes performance is well recorded, captured, managed, and secured.
- 13.3. DFFE will not be held responsible for any costs incurred by the service providers in the preparation, presentation, and submission of the proposal.
- 13.4. The Project Manager shall do the ongoing management of the Service Level Agreement (SLA).
- 13.5. The service provider must guarantee the presence of the Team Leader in charge of programme throughout the duration of the contract.
- 13.6. All the conditions specified in the General Conditions of Contract (GCC) will apply and where the conditions in the special conditions of contract contradicts the conditions in the general conditions of contract the special conditions of contract will prevail.
- 13.7. The service provider shall notify the Department in writing of all subcontracts awarded under this contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.
- 13.8. 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.
- 13.9. Letter of Authority to sign documents on behalf of the company.
- 13.10. Any project proposals more than 30 million must comply with the 30% sub-contracting agreement as per PPPFA. The contract above R30 million, the Department will apply subcontracting to advance designated groups as the contemplated in sub-regulation (1), and the successful tenderer shall sub-contract a minimum of 30% of the value of the contract to-
- a) An EME or QSE which is at least 51% owned by black people;
 - b) An EME or QSE which is at least 51% owned by black people who are youth; or
 - c) An EME or QSE which is at least 51% owned by black people are women; or
 - d) An EME or QSE which is at least 51% owned by black people with disabilities.
- 13.11. The responsibility to sub-contract with competent and capable sub-contractor's rests with the main contractor/ supplier. Therefore, bidders submitting offers in excess of R30 million would be expected to submit a written commitment or undertaking by the tenderer or contractor to sub-contract in accordance with section 12.10.
- 13.12. Bidders failing to meet mandatory requirements, where applicable, will automatically be disqualified.
- 13.13. 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 B-BBEE certificate issued by the Companies and Intellectual Property Commission.

- c) 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.
- d) 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.
- e) 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.
- f) 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.

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

14. RISK MANAGEMENT

- 14.1. The service provider shall assess, identify, manage, and accept the vulnerability of the risk, including but not limited to wildland management risk, reputational risk, human health, property, environmental and social risk.
- 14.2. The service provider shall be required to compile a risk plan for risks associated with the project in the prescribed format for each financial year.

15. SUB-CONTRACTING CONDITIONS/ REQUIREMENTS

- 15.1. 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.
- 15.2. In relation to a designated sector, a contractor will not be allowed to 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.
- 15.3. A tenderer will not be awarded the points claimed for B-BBEE 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.

15.4. The contractor is not allowed to sub- contract more than 25% of the contract value after award 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.

16. PAYMENT TERMS

16.1. DFFE undertakes to pay out in full or as per deliverables within thirty (30) 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 until that outstanding information is submitted.

17. TECHNICAL ENQUIRIES

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

Ms Debbie Muir Specialist Programme Manager Cell: 082 462 1584 Email: dsharp@dffe.gov.za	Ms Ncumisa Mabece Deputy Director: Supply Chain Management Cell: 072 174 3480 Email: nmabece@dffe.gov.za
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18. ANNEXURES

- 18.1. Annexure A - Price Breakdown
- 18.2. Annexure B - Project 1 - Roodekopjes, Hartebeespoort & Morula Sun dams
- 18.3. Annexure C – Project 2 – Bon Accord, Hammanskraal and Roodeplaat dams
- 18.4. Annexure D - Project 3 – Bronkhorstspuit, Wilge and Crocodile West Rivers
- 18.5. Annexure E – Project 4 – Middle Vaal River & Boskop dam
- 18.6. Annexure F – Project 5 – Letaba and Selati Rivers
- 18.7. Annexure G – Project 6 – Upper Olifants River, Mpumalanga
- 18.8. Annexure H – Project 7 – Msunduzi and Umgeni Rivers
- 18.9. Annexure I – Project 8 – Wewe dam & Umdloti River
- 18.10. Annexure J – Project 9 – Sterkspruit/Shongweni & Umlazi River
- 18.11. Annexure K – Project 10 – Swartkops, Mtata, Nahoon & Bridlesdrift
- 18.12. Annexure L – Project 11 – Berg, Breede and Goukou Rivers
- 18.13. Annexure M – Project 12 – Bloemhof Dam
- 18.14. Annexure N – Project 13 – Lower Vaal River
- 18.15. Annexure O – Project 14 – Mthlathuze and Pongola Rivers
- 18.16. Annexure P – Project 15 – Aerial herbicide sub-lethal spray
- 18.17. Annexure Q- General Authorization

THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

July 2010

GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

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

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

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

TABLE OF CLAUSES

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental services
14. Spare parts
15. Warranty
16. Payment
17. Prices
18. Contract amendments
19. Assignment
20. Subcontracts
21. Delays in the supplier's performance
22. Penalties
23. Termination for default
24. Dumping and countervailing duties
25. Force Majeure
26. Termination for insolvency
27. Settlement of disputes
28. Limitation of liability
29. Governing language
30. Applicable law
31. Notices
32. Taxes and duties
33. National Industrial Participation Programme (NIPP)
34. Prohibition of restrictive practices

General Conditions of Contract

1. Definitions

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

RSA.

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

obligations of the supplier covered under the contract.

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

2. Application

2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.

2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.

2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.

3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

4. Standards

4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.

5. Use of contract documents and information; inspection.

5.1 The supplier shall not, without the purchaser’s prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

5.2 The supplier shall not, without the purchaser’s prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.

5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier’s performance under the contract if so required by the purchaser.

5.4 The supplier shall permit the purchaser to inspect the supplier’s records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.

7. Performance security

- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
 - (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
 - (b) a cashier's or certified cheque
- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8. Inspections, tests and analyses

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or

analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. Packing

9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

10.1 Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.

10.2 Documents to be submitted by the supplier are specified in SCC.

11. Insurance

11.1 The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.

12. Transportation

12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.

13. Incidental services

13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

14. Spare parts

14.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:

- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
- (b) in the event of termination of production of the spare parts:
 - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.

15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.

15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take

such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

- 16. Payment**
- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.
- 17. Prices**
- 17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.
- 18. Contract amendments**
- 18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.
- 19. Assignment**
- 19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.
- 20. Subcontracts**
- 20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.
- 21. Delays in the supplier's performance**
- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the

supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.

21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

23. Termination for default

23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:

- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
- (b) if the Supplier fails to perform any other obligation(s) under the contract; or
- (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.

23.4 If a purchaser intends imposing a restriction on a supplier or any

person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.

23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:

- (i) the name and address of the supplier and / or person restricted by the purchaser;
- (ii) the date of commencement of the restriction
- (iii) the period of restriction; and
- (iv) the reasons for the restriction.

These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.

23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

24. Anti-dumping and countervailing duties and rights

24.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which

may be due to him

25. Force Majeure

- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

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

27. Settlement of Disputes

- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
 - (b) the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of liability

- 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

- (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
- 29. Governing language** 29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
- 30. Applicable law** 30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
- 31. Notices** 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
- 32. Taxes and duties** 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
- 33. National Industrial Participation Programme (NIP)** 33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
- 34 Prohibition of Restrictive practices** 34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
- 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

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



DEPARTMENT OF FORESTRY, FISHERIES AND THE ENVIRONMENT

BAS ENTITY MAINTENANCE FORM

Head Office Only

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

The Director General

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

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

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

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

Please ensure information is validate as per required bank screens .

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

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

Company / Personal Details

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

Address Detail

	Physical	Postal
Address (Compulsory if Supplier)		
Postal Code	□ □ □ □ □	□ □ □ □ □

New Detail

New Supplier information
 Update Supplier information

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

Department Number

Supplier Account Details (To be Verified by the bank)

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

Account Name

Account Number

Branch Name

Branch Number

Bank screen info

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

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

ID Number

Passport Number

Company Registration Number / /

*CC Registration

Bank Stamp

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

Supplier Contact Details

Business

Area Code Telephone Number Extension

Home

Area Code Telephone Number Extension

Fax

Area Code Fax Number

Cell

Cell Code Cell Number

Email Address

Contact Person:

Supplier Signature

Print Name

/ /

Date (dd/mm/yyyy)

NB: All relevant fields must be completed

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	DFEE-T065(22/23)	CLOSING DATE:	28 OCTOBER 2022	CLOSING TIME:	11:00
DESCRIPTION	TO APPOINT MULTIPLE SERVICE PROVIDERS ON FIVE (05) YEAR CONTRACTS FROM 2023/24 FINANCIAL YEAR TO ASSIST DFFE WITH THE IMPLEMENTATION OF AQUATIC WEEDS MANUAL REMOVAL, FOLIAR AND AERIAL HERBICIDE SUB-LETHAL APPLICATION PROJECTS				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
Department of Environmental Affairs; The Environment House,					
473 Steve Biko Road; Cnr Soutpansberg and Steve Biko Road, Arcadia Pretoria /Tshwane					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Enquiries :Tenders@dffe.gov.za		CONTACT PERSON	Ms. Debbie Muir Ms Ncumisa Mabece	
TELEPHONE NUMBER	012 399 9670/9671/9055		TELEPHONE NUMBER	082 462 1584 072 174 3480	
FACSIMILE NUMBER	N/A		FACSIMILE NUMBER	N/A	
E-MAIL ADDRESS	Tenders@dffe.gov.za		E-MAIL ADDRESS	dsharp@dffe.gov.za nmabece@dffe.gov.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No	
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]	
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE A BRANCH IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

**PART B
TERMS AND CONDITIONS FOR BIDDING**

1. BID SUBMISSION:
<p>1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.</p> <p>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.</p> <p>1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).</p>
2. TAX COMPLIANCE REQUIREMENTS
<p>2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>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.</p> <p>2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.</p> <p>2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.</p> <p>2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.</p> <p>2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.</p> <p>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."</p>

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: DFEE-T065(22/23)
CLOSING TIME 11h00	CLOSING DATE: 28 October 2022

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

TO APPOINT MULTIPLE SERVICE PROVIDERS ON FIVE (05) YEAR CONTRACTS FROM 2023/24 FINANCIAL YEAR TO ASSIST DFFE WITH THE IMPLEMENTATION OF AQUATIC WEEDS MANUAL REMOVAL, FOLIAR AND AERIAL HERBICIDE SUB-LETHAL APPLICATION PROJECTS

**(ALL APPLICABLE TAXES INCLUDED)

1. The accompanying information must be used for the formulation of proposals.
2. Bidders are required to indicate a ceiling price based on the total estimated time for completion of all phases and including all expenses inclusive of all applicable taxes for the project.
3. PERSONS WHO WILL BE INVOLVED IN THE PROJECT AND RATES APPLICABLE (CERTIFIED INVOICES MUST BE RENDERED IN TERMS HEREOF)

R.....

4. PERSON AND POSITION

HOURLY RATE DAILY RATE

.....	R.....	.....
.....	R.....	.....
.....	R.....	.....
.....	R.....	.....
.....	R.....	.....

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

.....	R.....	..... days
.....	R.....	..... days
.....	R.....	..... days
.....	R.....	..... days

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

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

TOTAL: R.....

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

Name of Bidder:

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

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

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

*[DELETE IF NOT APPLICABLE]

Any enquiries regarding bidding procedures may be directed to the –

Department of Forestry Fisheries and the Environment

Contact Person:

Tel: (012) 399 9670/9671/9055

E-mail: Tenders@dfpe.gov.za

Or for technical information –

Name : Ms Debbie Muir

Office Telephone No. : 082 462 1584

E-Mail : dsharp@dfpe.gov.za

AND

Name : Ms Ncumisa Mabece

Office Telephone No: 072 174 3480

E-Mail : nmabece@dfpe.gov.za

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise, employed by the state? **YES/NO**

2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

Full Name	Identity Number	Name of State institution

2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? **YES/NO**

2.2.1 If so, furnish particulars:

1 the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.

.....
.....

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract?

YES/NO

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

I, the undersigned, (name)in submitting the accompanying bid, do hereby make the following statements that I certify to be true and complete in every respect:

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to

² Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

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

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 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).

1.2

- 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
- b) Either the 80/20 preference point system will be applicable to this tender.

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
Total points for Price and B-BBEE must not exceed	100

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 PREFERENCE POINT SYSTEMS

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

80/20

$$P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

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 (80/20 system)
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	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 of 10 or 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:

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

(Tick applicable box)

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

v) 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 last 51% owned by:	EME √	QSE √
Black people		
Black people who are youth		
Black people who are women		

Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
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
.....
.....



**forestry, fisheries
& the environment**

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

THE DEPARTMENT OF FORESTRY, FISHERIES AND THE ENVIRONMENT (DFFE) AS AN ORGAN OF STATE SUBSCRIBES TO AND PROPAGATES BOTH THE NOTION OF BROAD BASED BLACK ECONOMIC EMPOWERMENT ACT, 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

TO APPOINT MULTIPLE SERVICE PROVIDERS ON FIVE (05) YEAR CONTRACTS FROM 2023/24 FINANCIAL YEAR TO ASSIST DFFE WITH THE IMPLEMENTATION OF AQUATIC WEEDS MANUAL REMOVAL, FOLIAR AND AERIAL HERBICIDE SUB-LETHAL APPLICATION PROJECTS

TABLE OF CONTENTS

1.	PURPOSE	3
2.	INTRODUCTION AND BACKGROUND	3
3.	OBJECTIVES OF THE PROPOSAL.....	4
4.	SCOPE AND EXTENT OF WORK	4
5.	EXPECTED DELIVERABLES & OUTCOMES	6
6.	PERIOD / DURATION OF PROJECT / ASSIGNMENT	11
7.	COSTING / COMPREHENSIVE BUDGET	11
8.	INFORMATION SESSION.....	12
9.	EVALUATION METHOD 1.....	12
10.	EVALUATION METHOD 2.....	19
11.	EVALUATION METHOD 3.....	26
12.	BID SUBMISSION REQUIREMENTS	33
13.	LEGISLATIVE FRAMEWORK OF THE BID.....	35
14.	SPECIAL CONDITIONS OF CONTRACT	36
15.	RISK MANAGEMENT	38
16.	SUB-CONTRACTING CONDITIONS/ REQUIREMENTS	38
17.	PAYMENT TERMS.....	38
18.	TECHNICAL ENQUIRIES.....	39
19.	ANNEXURES.....	40

1. PURPOSE

- 1.1. To appoint multiple service providers to assist the Department of Forestry, Fisheries and the Environment (DFFE) with the implementation of aquatic weeds manual removal, foliar and aerial herbicide sub-lethal applications, for a period of five (05) years.

2. INTRODUCTION AND BACKGROUND

- 2.1. The Environmental Programmes (EP) branch is situated in the Department of Forestry, Fisheries and the Environment (DFFE), with the mandate to implement the Expanded Public Works Programme (EPWP) as part of the Government's broader Public Employment initiatives in addressing the triple challenges of unemployment, poverty, and inequality.
- 2.2. The programmes within the EP branch are funded under the auspices of the EPWP, to pursue the EPWP objectives of poverty alleviation through providing employment to the unemployed, building the skills base for the unskilled, supporting and developing the Small, Medium, and Micro Enterprise (SMMEs) which are Qualifying Small Enterprises (QSEs) and Exempt Micro Enterprises (EMEs).
- 2.3. The Branch is responsible for identifying and ensuring the implementation of programmes that employ EPWP principles to contribute towards addressing unemployment in line with the "decent employment through inclusive economic growth" outcome, by working with communities to identify local opportunities that will benefit the communities.
- 2.4. Biological invasions are a major threat to biodiversity and ecosystem services. Aquatic weeds are a major threat to biodiversity, water security, and the ecological functioning of natural aquatic systems. The impact of aquatic weeds is numerous, ranging from reducing available water quantity, and quality, impacting infrastructure services, decreasing biodiversity, and being a nuisance species in some situations. Four of the top five globally invasive aquatic weeds are found in South Africa's waterbodies.
- 2.5. It is expected that the work will take five (05) years to complete the following procedures mentioned in the scope of work. The active growing season for aquatic weeds is generally over the spring and summer months, from September to March, and therefore the control of the aquatic weeds needs to be at its peak in summer. The coastal and Mpumalanga Lowveld systems do not go into diapause and therefore can be sprayed throughout the year, depending on favourable conditions. Water quality has an adverse impact on aquatic weed growth, and therefore the exponential growth is exacerbated in eutrophic and hypertrophic systems. If there are environmental conditions in late winter that necessitate spraying, this will be allowed.

- 2.6. The aerial herbicide sub-lethal control of aquatic weeds forms a crucial part of the integrated control programme due to the vastness and/or inaccessibility of some of the systems and the environmental hazards such as dangerous animals in South Africa.
- 2.7. The objectives of spraying aquatic weeds from a helicopter are to minimise the dispersal and biomass increase of aquatic weed species over vast areas in a short period of time as water hyacinth populations can double in biomass every 5–10 days in ideal conditions. It also allows the control of aquatic weeds to occur over a shorter period, therefore allowing for other control methods such as biocontrol to be effective.
- 2.8. The purpose of this tender is to appoint multiple service providers on five (05) year contracts from the 2023/24 financial year to assist the DFFE to implement aquatic weeds manual removal, foliar, and aerial herbicide sub-lethal application projects.
- 2.9. Bidders may bid for one or more project/s but will be required to submit a separate bid for each project they are intending to submit the proposal for. Bidders will at all times, as a requirement, be expected to submit the **full details of the specific project with the habitat name**.
- 2.10. The DFFE intends to appoint one (01) successful bidder per project or habitat or location, the detailed lists as provided in Table 1 below.

3. OBJECTIVES OF THE PROPOSAL

- 3.1. The objectives of the aquatic weeds' manual removal, foliar and sub-lethal aquatic aerial spraying projects are to:
 - 3.1.1. prevent, contain and reduce the density and distribution of established invasive aquatic weeds;
 - 3.1.2. reduce their negative effects on the environment;
 - 3.1.3. to mitigate the negative impact on the environment in terms of restoring ecosystems and habitats for biodiversity and ecosystem services; and
 - 3.1.4. ensure the long-term management goals for the EP through sustainable capacity development and entrenching skills in South Africa.

4. SCOPE AND EXTENT OF WORK

- 4.1. The priority waterbodies have been identified in consultation with the Department of Water and Sanitation (DWS) and various stakeholders. The management options for the priority waterbodies identified will be broken down into various projects. The manual removal and sub-lethal foliar spraying of identified projects will be grouped together into a number of projects, but the sub-lethal aerial spraying will be a standalone project due to the specialised nature and complexities of the project.

- 4.2. The manual removal and foliar sub-lethal applications of weeds can be grouped into projects as identified by the Department. Table 1 below gives an indication of the systems identified by the Department and supported by DWS for control as projects 1-14.
- 4.3. Project 15 (as indicated in Table 2 below) is to appoint a service provider to provide registered herbicide and conduct sub-lethal aerial spraying by helicopter of weeds on waterbodies in all nine (9) provinces as identified by the Department. Table 2 further gives an indication of the systems identified by the Department and supported by the Department of Water and Sanitation for control. The achievement of the optimum cost-benefit ratios will be promoted by the reciprocal use of resources between EP regions, partner agencies, and land users.
- 4.4. The sub-lethal aerial herbicide control requires that the service provider be in possession of all required documents such as licenses and permits (see 4.6 below for more details) and have extensive knowledge and hours of flying and spraying by helicopter experience. It would not be cost-effective to employ a person within the department as legal compliance is costly and only needed during the growing season and occasionally in late winter due to environmental conditions.
- 4.5. The service provider will provide a suitable registered herbicide for aquatic weeds as per the EP Pesticides Policy. The glyphosate-based herbicides (GHBs) must **NOT** include polyethoxylated tallow amine (POE-T).
- 4.6. All sub-lethal herbicide control actions, foliar and aerial, need to conform to Section 21(i) or (c) of permit applications and must be accompanied by a risk assessment done by a registered South African Council for Natural Scientific Professionals (SACNASP) scientist (**see attached example of a General Authorization attached as Annexure Q**).
- 4.7. Aquatic weeds are currently found in nine (9) provinces and in 80% of our waterbodies and therefore pose a major risk.
- 4.8. Multiple projects were identified in these national priority areas and detailed project specifications that require implementation were developed for each of these projects. Bidders may access the various Projects with project specifications specifically related to the aquatic weeds manual removal, foliar and aerial herbicide sub-lethal applications via this link: <https://sites.google.com/site/nrmprogrammes/home/2023-2028-bid-call> or through **Annexures B to P** attached.
- 4.9. The mandate of the EP Branch is primarily to implement the EPWP projects with specific linkages to the following (but limited to) legislation that successful Service Providers will have to adhere to and factor into their tender submissions:
- a) The Constitution of South Africa, 1996;
 - b) The National Environmental Management Act, 1998 (Act 107 of 1998);

- c) The National Environmental Management: Biodiversity Act, 2004 (Act 10 of 2004) and applicable regulations;
- d) National Veld and Forest Fire Act, 1998 (Act 101 of 1998);
- e) Disaster Management Act, 2002 (57 of 2002);
- f) National Water Act, 1998 (Act 36 of 1998);
- g) National Forests Act, 1998 (Act 84 of 1998);
- h) Conservation of Agricultural Resources Act, 1983 (Act 43 of 1983);
- i) Mountain Catchment Areas Act, 1981 (Act 76 of 1981);
- j) The Public Finance Management Act, 1999 (Act No 1 of 1999) and the Treasury Regulations issued in terms thereof;
- k) National Treasury Regulation 16A6.3, issued in terms of the Public Finance Management Act;
- l) The Broad-Based Black Economic Empowerment Act, 2003 (Act No 53 of 2003);
- m) Preferential Procurement Policy Framework Act, 2000 (Act No 5 of 2000);
- n) The National Small Enterprise Act No, 1996 (Act No. 102 of 1996);
- o) Employment Equity Act, 1998 (Act No. 55 of 1998);
- p) The Prevention and Combating of Corrupt Activities Act, 2004 (Act No 12 of 2004);
- q) Fertilisers, Farm Feeds, Agricultural Remedies and Stock Remedies Act, 1947 (Act No 36 of 1947);
- r) Hazardous Substances Control Act, 1973 (Act No 15 of 1973);
- s) Protection of Personal Information Act, 2013 (Act No 4 of 2013);
- t) Intellectual Property Rights from Publicly Financed Research and Development Act, 2008 (Act No. 51 of 2008);
- u) Civil Aviation Act, 2009 (Act No 13 of 2009); and
- v) Civil Aviation Regulations, 2011, part 127.

5. EXPECTED DELIVERABLES & OUTCOMES

- 5.1. The manual removal and foliar herbicide sub-lethal applications of aquatic weeds are grouped into projects as identified by the Department.
- 5.2. Table 1 gives an indication of the systems identified by the DFFE and supported by the Department of Water and Sanitation (DWS) for control. There are 14 different manual removal and foliar herbicide sub-lethal applications of aquatic weeds' projects listed below that bidders may be tender for:

Table 1: Manual removal and foliar herbicide sub-lethal applications of aquatic weeds' projects

Project Number	Project Name/System	Control option	Estimated hectares (ha)
1	Roodekopjes Dam	Manual removal	839
	Hartebeespoort dam	Manual removal	860
	Morula Sun Dam	Manual removal	66
2	Bon Accord Dam	Manual removal	250
	Hamanskraal Dam	Manual removal	100
	Roodeplaat Dam	Manual removal and/or foliar sub-lethal spray	200
3	Bronkhorskpruit	Manual removal	60
	Wilge River	Manual removal	200
	Crocodile River West	Manual removal	200
4	Vaal River – Middle Vaal	Manual removal and/or sub-lethal spray	500
	Boskop Dam	Manual removal and/or sub-lethal spray	200
5	Letaba river and adjoining inlets, Limpopo	Manual removal and/or sub-lethal spray	1181
	Selati River	Manual removal	60
6	Upper Olifants river, Mpumalanga	Manual removal and/or sub-lethal spray	800
7	Msunduzi River	Manual removal and/or sub-lethal spray	700
	Umgeni	Manual removal and/or sub-lethal spray	700
8	Wewe Dam	Manual removal and /or sub-lethal spray	30
	Umdloti River	Manual removal and/or sub-lethal spray	142
9	Sterkspruit/Shongweni	Manual removal and/or sub-lethal spray	118
	Umlazi River	Manual removal and/or sub-lethal spray	304

Project Number	Project Name/System	Control option	Estimated hectares (ha)
10	Swartkops River	Manual removal and/or sub-lethal spray	200
	Mtata River	Manual removal and/or sub-lethal spray	300
	Nahoon River and Bridaldrift Dam	Manual removal and/or sub-lethal spray	750
11	Berg River	Manual removal and/or sub-lethal spray	200
	Breede River	Manual removal and/or sub-lethal spray	400
	Goukou River	Manual removal and/or sub-lethal spray	100
12	Bloemhof Dam	Manual removal	200
13	Vaal river, Lower Vaal – Bloemhof dam wall to Warrenten weir	Manual removal and/or sub-lethal spray	500
14	Pongola River	Manual removal	382
	Mhlathuze River	Manual removal	415

5.3. The performance measures for the delivery of the manual and sub-lethal foliar applications for the aquatic weeds in South Africa will be closely monitored for project number 1-14 as follows;

5.3.1. Number of hectares cleared on aquatic systems, in line with TOR;

5.3.2. Acceptable Method/s used in line with TOR;

5.3.3. Cost per hectare in line with the acceptable rate (**Annexure A**), which will be awarded per project number.

5.4. Project 15 requires the appointment of a service provider to provide registered herbicide and conduct sub-lethal aerial spraying, by helicopter, of weeds on waterbodies in nine (9) provinces as identified by the Department. Table 2 below gives an indication of the systems identified by the Department and supported by the Department of Water and Sanitation (DWS) for Control. There is one (1) project that bidders may tender for that is listed below:

Table 2: Registered herbicide and conduct sub-lethal aerial spraying project

Project Number	Project name: Aerial spray	Estimated hectares (ha)
15	Roodekopjes Dam	840
	Crocodile River West	150
	Roodeplaat Dam	600
	Cullinan mine Dam	250
	Wilge River	150
	Apies River & Bon Accord Dam	500
	Vaal River system	500
	Ekhurhuleni dams (Alexander Dam, Cowels Dam, Jan Smuts Dam)	250
	Hammanskraal Dam	250
	Benoni Dam	250
	Brakpan Dam	250
	Potchefstroom Dam	450
	Morula Sun Dam	350
	Klerkskraal Dam	150
	Letaba River and adjoining inlets	150
	Upper Olifants River	800
	Komati River	750
	Lomati River	750
	Crocodile East River	500
	Affected areas in Kruger National Park	500
	Suid Kaap River	150
	Noord Kaap River	150
	Mpangeni Rivers and dams	500
	Umlazi River	500
	Mzunduzi River	500
	Umgeni River	500
	Inanda Dam	200
	Shongweni Dam	500
Mnini River	450	
Ixopo dams	500	
Mseleni River	1500	

Project Number	Project name: Aerial spray	Estimated hectares (ha)
	Mthlathuze River	1500
	Mtata River	500
	Swartkops River	500
	Wriggleswade Dam	500
	Laing Dam	500
	Berg River	500
	Breede River	500
	Goukou River	300
	Vet river	100
	Bloemhof dam	100
	Hex river	480

5.5. The pilot and/or operator must comply with Civil Aviation Association of South Africa (CAASA) regulations, provide proof of a valid commercial pilot's license, and be a registered operator under part 127 of the Civil Aviation Regulations. The operator must be commercially qualified with, at least, 3 000 hours of flying experience on helicopters and 1 000 hours of spraying experience in helicopters and provide proof of certification with the Department of Agriculture, Land Reform and Rural Development (DALRRD) as a Pest Control Operator and licensed with an aerial application spray rating.

5.5.1. The helicopter model must be stated and must have an accepted minimum lifting capacity of 300 kilograms (kg) of herbicide with a minimum spray swath of 18 meters (m). The spray booms must be fitted with a pressure gauge or flow meter and the pilot/operator must be qualified to calibrate the aircraft to apply the prescribed dosage.

5.5.2. The service provider will be responsible to measure the pH level of the mixing water, adjust the level to the herbicide specification and include results in post-spray report. The transportation of the fuel, herbicide dilution and provision of water will be provided for by the operator. The operator will provide the water tanker and the tank capacity must be specified to determine the fairness of the rate. The water supply tank must be of a higher capacity than the spraying tank.

5.5.3. Conduct a Pre-spray evaluation or site assessment:

5.5.3.1. Verify the amount of biomass of aquatic weeds on site to assess the time needed to spray and the biomass of plants to calculate the amount of herbicide needed to calculate the quotation amount correctly;

5.5.3.2. Provide pre-spray visual documentary evidence for reporting requirements;

- 5.5.3.3. Provide visual documentary evidence for long-term monitoring of systems.
- 5.5.4. Conduct sub-lethal spray on site:
 - 5.5.4.1. Verify the amount or biomass of aquatic weeds on site to assess the time needed to spray and the biomass of plants to calculate the amount of herbicide needed to calculate the quotation amount correctly;
 - 5.5.4.2. Provide spray visual documentary evidence for reporting requirements;
 - 5.5.4.3. Provide flight plan for reporting requirements.
- 5.5.5. The performance measures for the delivery of the aerial application of herbicide to the aquatic floating macrophyte infestations in South Africa will be closely monitored by DFFE.
 - 5.5.5.1. Number of aquatic systems sprayed, in line with the TOR.
 - 5.5.5.2. Number of litres herbicides used, including buffer-if any.
 - 5.5.5.3. Number of hectares sprayed.
 - 5.5.5.4. Cost per hectare in line with Annexure A.
- 5.5.6. All progress reports and flight paths need to be signed off by the relevant Departmental Biodiversity Officer in the region where the spray operation is taking place before the documentation is submitted to the Departmental Project Manager for payment.
- 5.6. The expected deliverables and outcomes of the work required for each of the above 15 projects for the aquatic weeds manual removal, foliar and aerial herbicide sub-lethal applications projects are attached to this TOR as **Annexures B to P** .and also available on the following link: <https://sites.google.com/site/nrmprogrammes/home/2023-2028-bid-call>

6. PERIOD / DURATION OF PROJECT / ASSIGNMENT

- 6.1. The duration of the project will be for five (05) years after the signing of the Service Level Agreement (SLA) or Memorandum of Agreement (MOA) by both parties and issuing of the purchase order by the Department.
- 6.2. The agreement between the DFFE and the successful service providers will stipulate the exact duration (with implementation and expected completion dates) of this project.

7. COSTING / COMPREHENSIVE BUDGET

- 7.1. To determine the bid price, a Price Breakdown (Annexure A) needs to be completed in the prescribed format as provided for each Project that the bidder will be bidding for, for the duration of five (05) years. It should be submitted in hard copy as well as on a flash drive with the tender document.

- 7.2. The bid price for the first year will be fixed. For the outer years, the bidder needs to consider a CPI of 4%. However, the annualized CPI, as published by Stats SA will be used to adjust annual costs allowing for actual CPI increases.
- 7.3. The bid price will comprise a cost per hectare that will be used and will be calculated as follows:
 - 7.3.1. The total bid price for the five-year contract period and will be divided by the number of estimated hectares for the Project.
- 7.4. The service provider shall ensure that, during the detailed costing stage of the project, project deliverables and related activities are inclusive of VAT (where applicable to VAT vendors).
- 7.5. The DFFE reserves the right to negotiate the price with the preferred bidder/s after completion of the competitive bidding process.
- 7.6. The DFFE reserves the right to benchmark and negotiate rates with the successful bidder (s) during the evaluation process and before the award.
- 7.7. Price offers will be valid for 120 days.

8. INFORMATION SESSION

- 8.1. The DFFE will arrange a virtual information session for interested bidders after the tender has been advertised. Attendance of this information session is **compulsory**. Only bidders that attended the compulsory information session may compete for this tender. Tender documents will be explained during these sessions and potential bidders will have the opportunity to ask questions where needed.
- 8.2. The Information Session will be held as follows:

Date: (to be populated)

Time: (to be populated)

MS Teams link: (to be populated)

9. EVALUATION METHOD 1

- 9.1. The evaluation for **Project Number 1, 3, 12 and 14** will be carried out in **three (3) phases** and are as follows:
 - a) Phase 1: Pre-compliance
 - b) Phase 2: Functional Evaluation Criteria
 - c) Phase 3: Price and B-BBEE
- 9.2. **Phase 1: Pre-Compliance - Project 1, 3, 12 and 14**
 - 9.2.1. During this phase bid documents will be reviewed to determine the compliance with Supply Chain Management (SCM) returnable, tax matters, and whether the Central Data Base (CSD)

report has been submitted with the bid documents at the closing date and time of the bid. Bids that do not satisfy the compliance criteria may not be evaluated further.

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

Item No.	Administrative Requirements	Check/ Compliance
1	Master Bid Document	Provided and bound
2	Electronic Copy (USB)	Same as the master bid document
3	SCM - SBD 1 - Invitation to Bid	Completed and signed
4	Tax Compliance and CSD Registration	Attached CSD registration number/Proof of CSD registration and/or SARS Tax Pin
5	SCM - SBD 3.3 and Price Breakdown (Annexure A)	Completed in hard copy and submitted on USB
6	SBD 4 – Bidders Disclosure	Completed and signed
7	SBD 6.1 - Preference Points Claim Form in terms of the Preferential Procurement Regulations 2017	Completed and signed
8	In case of bids where Consortia/Joint Ventures, Consortia/Joint Venture agreement signed by both parties must be submitted with the bid proposal	JV agreement completed and signed, if applicable

9.3 Phase 2: Functionality and Technical Criteria

9.3.1 Only bid proposals that meet pre-compliance for **Project Number 1, 3, 12 and 14** may be evaluated on functionality criteria.

9.3.2 The bidder must score a minimum of **65%** during Phase 2 (functionality/ technical) of the evaluation process to qualify for Phase 3 of the evaluation where only the price and BBBEE will be considered.

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

GUIDELINES FOR CATEGORY CRITERIA	FUNCTIONALITY (PROJECT NUMBER 1, 3, 12 AND 14)
UNDERSTANDING OF THE BRIEF	Requirements to be met: <ol style="list-style-type: none"> 1. Adequately addresses key project activities, 2. Describes all deliverables in detail and how they will be met,

GUIDELINES FOR CATEGORY CRITERIA	FUNCTIONALITY (PROJECT NUMBER 1, 3, 12 AND 14)		
	<p>3. Adequately addresses all key project reporting milestones,</p> <p>4. Clearly outlines roles and responsibilities and stakeholder engagements and</p> <p>5. Adequate identify risks and control/mitigation measures.</p>		
	<p>The bidder's understanding of the project brief and requirements adequately addresses the key project activities and deliverables. The outline and insight are relevant and accurate.</p>	Indicator	Weight
	<p>Bidder has an in-depth understanding of the project brief and requirements, supported by a project methodology that meets all five requirements</p>	5	20
	<p>Bidder has an in-depth understanding of the project brief and requirements, supported by project methodology that meets any of the four requirements</p>	4	
	<p>Bidder has an in-depth understanding of the project brief and requirements, supported by project methodology that meets any of the three requirements</p>	3	
	<p>Bidder has an in-depth understanding of the project brief and requirements, supported by project methodology that meets any of the two requirements</p>	2	
	<p>Bidder has an in-depth understanding of the project brief and requirements, supported by project methodology that addresses only one of the requirements</p>	1	
	<p>Bidder did not submit an approach and methodology</p>	0	
PROJECT MANAGEMENT APPROACH	<p>Provision of a proposed Programme/ Project Management approach and detailed methodology and implementation plan that demonstrates how the Service Provider will meet the aquatic weeds projects' objectives.</p>		
	<p>Bidders will be required to provide a methodology and implementation plan with an action plan</p>	Indicator	Weight
	<p>The Project Management approach demonstrates a good understanding of the aquatic weeds project in a <u>detailed</u> methodology and implementation plan. It</p>	5	20

GUIDELINES FOR CATEGORY CRITERIA	FUNCTIONALITY (PROJECT NUMBER 1, 3, 12 AND 14)		
	incorporates a <u>detailed</u> action plan with deliverables, timeframes, and processes.		
	The Project Management approach demonstrates an average understanding of the aquatic weeds project in <u>brief or general</u> outlined methodology and implementation plan. It incorporates a <u>brief or general</u> action plan with deliverables, timeframes, and processes.	4	
	Action plan provided with deliverables and timeframes.	3	
	Action plan provided with no deliverables and timeframes.	2	
	The task is not well understood.	1	
	No information provided/non-compliant	0	
COMPANY EXPERIENCE/ TRACK RECORD	Bidder(s) should submit valid positive completion certificates / positive reference letters that briefly describe the type of services provided for their clients.		
	For these letters to be considered valid, they		
	1. must be on the bidder's clients' official letterheads and must indicate		
	2. project value,		
	3. start and end date of the project,		
	4. contact details and		
	5. must be duly signed.		
Company experience should correspond with the reference letter attached for bidder (s) to be allocated points.			
The bidder will be required to provide evidence of experience of the company, track record, and knowledge in the field of aquatic weeds: manual removal and sub-lethal foliar herbicide spraying for projects	Indicator	Weight	
The bidder's letters provide evidence highlighting past and/or ongoing experience and competence in a similar field with a similar scope with <u>6 or more</u> years of experience.	5	30	

GUIDELINES FOR CATEGORY CRITERIA	FUNCTIONALITY (PROJECT NUMBER 1, 3, 12 AND 14)		
	The bidder provides evidence of at least 3 reliable contactable signed references from stakeholders confirming that the bidder has the required experience for similar projects which were completed successfully.		
	The bidder's letters provide evidence highlighting past and/or ongoing experience and competence in a similar field with a similar scope with 4 but less than 6 years of experience.	4	
	The bidder provides evidence of at least 2 reliable contactable signed references from stakeholders confirming that the bidder has the required experience for similar projects which were completed successfully. †		
	The bidder's letters provide evidence highlighting past and/or ongoing experience and competence in a similar field with a similar scope with 3 but less than 4 years of experience.	3	
	The bidder provides evidence of at least 1 reliable contactable signed reference from a stakeholder confirming that the bidder has the required experience for similar projects that were completed successfully. The bidder provides 1 previous tender awarded and/or project successfully completed, including project value.		
	The bidder's letters provide evidence highlighting past and/or ongoing experience and competence in a similar field with a similar scope with 2 but less than 3 years of experience.	2	
	The bidder provides evidence of at least 1 reliable contactable signed reference from a stakeholder confirming that the bidder has the required experience for similar projects that were awarded/completed successfully, including the project value.		
	The bidder's letters provide evidence highlighting past and/or ongoing experience and competence in a similar	1	

GUIDELINES FOR CATEGORY CRITERIA	FUNCTIONALITY (PROJECT NUMBER 1, 3, 12 AND 14)		
	field with a similar scope with 1 but less than 2 years of experience.	0	
	The bidder provides evidence of at least 1 reliable contactable signed reference from a stakeholder confirming that the bidder has the required experience for similar projects that were awarded/completed successfully, including project value.		
	No information provided/ non-compliant		
TECHNICAL CAPABILITY/ EXPERTISE AND TRACK RECORD OF PROJECT MANAGER TO BE ASSIGNED TO THE PROJECT	Bidder (s) are required to demonstrate that they have the necessary resources and technical expertise to undertake and successfully complete the project: Technical Capability/expertise and experience of the proposed Project Manager to be assigned to the project.		
	Detailed CVs and information contained in the bidder's proposal/profile reflecting years of relevant experience		
	CV of Project Manager with experience in similar projects	Indicator	Weight
	5 years of experience and more in implementing aquatic weeds manual removal and sub-lethal foliar herbicide spraying or related projects	5	30
	4 years and less than 5 years of experience in implementing aquatic weeds manual removal and sub-lethal foliar herbicide spraying or related projects	4	
	3 years and less than 4 years of experience in implementing aquatic weeds manual removal and sub-lethal foliar herbicide spraying or related projects	3	
	2 years and less than 3 years of experience in implementing aquatic weeds manual removal and sub-lethal foliar herbicide spraying or related projects	2	
	1 year and less than 2 years of experience in implementing aquatic weeds manual removal and sub-lethal foliar herbicide spraying or related projects	1	
Less than 1-year experience or no similar experience/non-compliant	0		
TOTAL FUNCTIONALITY SCORE		100	

9.4 **PHASE 3: Price and B-BBEE**

9.4.1 Price and B-BBEE will be evaluated per **Project number 1, 3, 12 and 14.**

9.4.2 The bid will be awarded to the bidder with the highest points on price and B-BBEE per project on the condition that the bidder has met all phases of the evaluation criteria and complied with the tender requirements set out in the tender document.

9.4.3 The department reserves the right to negotiate prices that are not deemed market-related and not to award the tender to the bidder that tendered with the lowest price/achieved the highest points per Project.

9.4.4 The 80/20 or 90/10 as an appropriate preference point system will be used in the evaluation and adjudication of this tender per Project. However, it must be extended that the lowest acceptable tender per Project will be used to determine the applicable preference point system as per regulation (Section 3(a)(ii) of PPR 2017, which states: "If it is unclear which preference point system will be applicable, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system". Therefore, either 80 or 90 points, depending on the rand value of the tender, will be awarded to the bidder who offers the lowest price, and proportionately fewer points are awarded to those with higher prices. Either 20 or 10 points are then available as preference points for EMEs, QSEs, or B- BBEE contributors, as applicable.

9.4.5 Subject to sub-regulation 6(2) and 7(2), points will be awarded to a tenderer attaining a B-BBEE status level contributor in accordance with the table below:

PRICE	90	80
B-BBEE Status Level Contributor	Number of points	Number of points
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

9.4.6 The points scored by a tenderer in respect of the level of B-BBEE contribution contemplated in sub-regulation 6(2), 7(2) must be added to the points scored for the price as calculated in accordance with sub-regulation 6(1), 7(1) respectively.

- 9.4.7 Subject to regulation 11(1), the contract must be awarded to the tenderer who scores the highest total number of points.
- 9.4.8 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.

10. EVALUATION METHOD 2

10.1. The evaluation for **Project Number 2, 4, 5, 6, 7, 8, 9, 10, 11 and 13** will be carried out in **four (4) phases** and are as follows:

- a. Phase 1: Pre-compliance
- b. Phase 2: Mandatory requirements
- c. Phase 3: Functional Evaluation Criteria
- d. Phase 4: Price and B-BBEE

10.2. Phase 1: Pre-Compliance - Project Number 2, 4, 5, 6, 7, 8, 9, 10, 11 and 13

10.2.1. During this phase bid documents will be reviewed to determine the compliance with Supply Chain Management (SCM) returnable, tax matters, and whether the Central Data Base (CSD) report has been submitted with the bid documents at the closing date and time of the bid. Bids that do not satisfy the compliance criteria may not be evaluated further.

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

Item No.	Administrative Requirements	Check/ Compliance
1	Master Bid Document	Provided and bound
2	Electronic Copy (USB)	Same as the master bid document
3	SCM - SBD 1 - Invitation to Bid	Completed and signed
4	Tax Compliance and CSD Registration	Attached CSD registration number/Proof of CSD registration and/or SARS Tax Pin
5	SCM - SBD 3.3 and Price Breakdown (Annexure A)	Completed in hard copy and submitted on USB
6	SBD 4 – Bidders Disclosure	Completed and signed
7	SBD 6.1 - Preference Points Claim Form in terms of the Preferential Procurement Regulations 2017	Completed and signed

Item No.	Administrative Requirements	Check/ Compliance
8	In case of bids where Consortia/Joint Ventures, Consortia/Joint Venture agreement signed by both parties must be submitted with the bid proposal	JV agreement completed and signed, if applicable

10.3. **Phase 2: Mandatory requirements**

10.3.1. The following mandatory requirements will apply for **Project Number 2, 4, 5, 6, 7, 8, 9, 10, 11 and 13** and all bidders that fail to meet the mandatory requirements will be disqualified and will not be evaluated further on functionality criteria.

Mandatory certificates to be attached must be completed by the bidder by answering yes or no and attaching proof.

#	REQUIREMENTS	BIDDER COMPLIES	
		YES	NO
1	Proof of Professional registration with all of the following Authority(s):		
	Attach pest control operators certificate with P number from registrar: DALRRD (Act 36 of 1947)		
	NB: Bidder must attach proof		

10.4. **Phase 3: Functionality and Technical Criteria**

10.4.1. Only bid proposals that meet pre-compliance and mandatory requirements for **Project Number 2, 4, 5, 6, 7, 8, 9, 10, 11 and 13** will be evaluated on functionality criteria.

10.4.2. The bidder must score a minimum of **65%** during Phase 3 (functionality/ technical) of the evaluation process to qualify for Phase 4 of the evaluation where only the price and BBBEE will be considered.

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

GUIDELINES FOR CATEGORY CRITERIA	FUNCTIONALITY (PROJECT NUMBER 2, 4, 5, 6, 7, 8, 9, 10, 11 AND 13)
UNDERSTANDING OF THE BRIEF	Requirements to be met: <ol style="list-style-type: none"> 1. Adequately addresses key project activities, 2. Describes all deliverables in detail and how they will be met, 3. Adequately addresses all key project reporting milestones,

GUIDELINES FOR CATEGORY CRITERIA	FUNCTIONALITY (PROJECT NUMBER 2, 4, 5, 6, 7, 8, 9, 10, 11 AND 13)		
	<p>4. Clearly outlines roles and responsibilities and stakeholder engagements and</p> <p>5. Adequate identify risks and control/mitigation measures.</p>		
	<p>The bidder's understanding of the project brief and requirements adequately addresses the key project activities and deliverables. The outline and insight are relevant and accurate.</p>	Indicator	Weight
	Bidder has an in-depth understanding of the project brief and requirements, supported by a project methodology that meets all five requirements	5	20
	Bidder has an in-depth understanding of the project brief and requirements, supported by project methodology that meets any of the four requirements	4	
	Bidder has an in-depth understanding of the project brief and requirements, supported by project methodology that meets any of the three requirements	3	
	Bidder has an in-depth understanding of the project brief and requirements, supported by project methodology that meets any of the two requirements	2	
	Bidder has an in-depth understanding of the project brief and requirements, supported by project methodology that addresses only one of the requirements	1	
	Bidder did not submit an approach and methodology	0	
PROJECT MANAGEMENT APPROACH	<p>Provision of a proposed Programme/ Project Management approach and detailed methodology and implementation plan that demonstrates how the Service Provider will meet the aquatic weeds projects' objectives.</p>		
	Bidders will be required to provide a methodology and implementation plan with an action plan	Indicator	Weight
	The Project Management approach demonstrates a good understanding of the aquatic weeds project in a <u>detailed</u> methodology and implementation plan. It	5	20

GUIDELINES FOR CATEGORY CRITERIA	FUNCTIONALITY (PROJECT NUMBER 2, 4, 5, 6, 7, 8, 9, 10, 11 AND 13)		
	incorporates a <u>detailed</u> action plan with deliverables, timeframes, and processes.		
	The Project Management approach demonstrates an average understanding of the aquatic weeds project in <u>brief or general</u> outlined methodology and implementation plan. It incorporates a <u>brief or general</u> action plan with deliverables, timeframes, and processes.	4	
	Action plan provided with deliverables and timeframes.	3	
	Action plan provided with no deliverables and timeframes.	2	
	The task is not well understood.	1	
	No information provided/non-compliant	0	
COMPANY EXPERIENCE/ TRACK RECORD	Bidder(s) should submit valid positive completion certificates / positive reference letters that briefly describe the type of services provided for their clients.		
	For these letters to be considered valid, they		
	1. must be on the bidder's clients' official letterheads and must indicate		
	2. project value,		
	3. start and end date of the project,		
	4. contact details and		
	5. must be duly signed.		
Company experience should correspond with the reference letter attached for bidder (s) to be allocated points.			
The bidder will be required to provide evidence of experience of the company, track record, and knowledge in the field of aquatic weeds: manual removal and sub-lethal foliar herbicide spraying for projects	Indicator	Weight	
The bidder's letters provide evidence highlighting past and/or ongoing experience and competence in a similar field with a similar scope with <u>6 or more</u> years of experience.	5	30	

GUIDELINES FOR CATEGORY CRITERIA	FUNCTIONALITY (PROJECT NUMBER 2, 4, 5, 6, 7, 8, 9, 10, 11 AND 13)		
	The bidder provides evidence of at least 3 reliable contactable signed references from stakeholders confirming that the bidder has the required experience for similar projects which were completed successfully.		
	The bidder's letters provide evidence highlighting past and/or ongoing experience and competence in a similar field with a similar scope with 4 but less than 6 years of experience.	4	
	The bidder provides evidence of at least 2 reliable contactable signed references from stakeholders confirming that the bidder has the required experience for similar projects which were completed successfully. †		
	The bidder's letters provide evidence highlighting past and/or ongoing experience and competence in a similar field with a similar scope with 3 but less than 4 years of experience.	3	
	The bidder provides evidence of at least 1 reliable contactable signed reference from a stakeholder confirming that the bidder has the required experience for similar projects that were completed successfully. The bidder provides 1 previous tender awarded and/or project successfully completed, including project value.		
	The bidder's letters provide evidence highlighting past and/or ongoing experience and competence in a similar field with a similar scope with 2 but less than 3 years of experience.	2	
	The bidder provides evidence of at least 1 reliable contactable signed reference from a stakeholder confirming that the bidder has the required experience for similar projects that were awarded/completed successfully, including the project value.		
	The bidder's letters provide evidence highlighting past and/or ongoing experience and competence in a similar	1	

GUIDELINES FOR CATEGORY CRITERIA	FUNCTIONALITY (PROJECT NUMBER 2, 4, 5, 6, 7, 8, 9, 10, 11 AND 13)		
	field with a similar scope with 1 but less than 2 years of experience.	0	
	The bidder provides evidence of at least 1 reliable contactable signed reference from a stakeholder confirming that the bidder has the required experience for similar projects that were awarded/completed successfully, including project value.		
	No information provided/ non-compliant		
TECHNICAL CAPABILITY/ EXPERTISE AND TRACK RECORD OF PROJECT MANAGER TO BE ASSIGNED TO THE PROJECT	Bidder (s) are required to demonstrate that they have the necessary resources and technical expertise to undertake and successfully complete the project: Technical Capability/expertise and experience of the proposed Project Manager to be assigned to the project.		
	Detailed CVs and information contained in the bidder's proposal/profile reflecting years of relevant experience		
	CV of Project Manager with experience in similar projects	Indicator	Weight
	5 years of experience and more in implementing aquatic weeds manual removal and sub-lethal foliar herbicide spraying or related projects	5	30
	4 years and less than 5 years of experience in implementing aquatic weeds manual removal and sub-lethal foliar herbicide spraying or related projects	4	
	3 years and less than 4 years of experience in implementing aquatic weeds manual removal and sub-lethal foliar herbicide spraying or related projects	3	
	2 years and less than 3 years of experience in implementing aquatic weeds manual removal and sub-lethal foliar herbicide spraying or related projects	2	
	1 year and less than 2 years of experience in implementing aquatic weeds manual removal and sub-lethal foliar herbicide spraying or related projects	1	
Less than 1-year experience or no similar experience/non-compliant	0		
TOTAL FUNCTIONALITY SCORE		100	

10.5. **PHASE 4: Price and B-BBEE**

- 10.5.1. Price and B-BBEE will be evaluated per **Project Number 2, 4, 5, 6, 7, 8, 9, 10, 11 and 13**
- 10.5.2. The bid will be awarded to the bidder with the highest points on price and B-BBEE per project on the condition that the bidder has met all phases of the evaluation criteria and complied with the tender requirements set out in the tender document.
- 10.5.3. The department reserves the right to negotiate prices that are not deemed market-related and not to award the tender to the bidder that tendered with the lowest price/achieved the highest points per Project.
- 10.5.4. The 80/20 or 90/10 as an appropriate preference point system will be used in the evaluation and adjudication of this tender per Project. However, it must be extended that the lowest acceptable tender per Project will be used to determine the applicable preference point system as per regulation (Section 3(a)(ii) of PPR 2017, which states: "If it is unclear which preference point system will be applicable, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system". Therefore, either 80 or 90 points, depending on the rand value of the tender, will be awarded to the bidder who offers the lowest price, and proportionately fewer points are awarded to those with higher prices. Either 20 or 10 points are then available as preference points for EMEs, QSEs, or B- BBEE contributors, as applicable.
- 10.5.5. Subject to sub-regulation 6(2) and 7(2), points will be awarded to a tenderer attaining a B-BBEE status level contributor in accordance with the table below:

PRICE	90	80
B-BBEE Status Level Contributor	Number of points	Number of points
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

- 10.5.6. The points scored by a tenderer in respect of the level of B-BBEE contribution contemplated in sub-regulation 6(2), 7(2) must be added to the points scored for the price as calculated in accordance with sub-regulation 6(1), 7(1) respectively.

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

10.5.8. 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.

11. EVALUATION METHOD 3

11.1. The evaluation of **Project Number 15** will be carried out in **four (4) phases** and are as follows:

- a) Phase 1: Pre-compliance
- b) Phase 2: Mandatory Requirements
- c) Phase 3: Functional Evaluation Criteria
- d) Phase 4: Price and B-BBEE

11.2. PHASE 1: Pre-Compliance

11.2.1. During this phase bid documents will be reviewed for **Project Number 15** to determine the compliance with Supply Chain Management (SCM) returnable, tax matters, and whether the Central Data Base (CSD) report has been submitted with the bid documents at the closing date and time of the bid. Bids that do not satisfy the compliance criteria may not be evaluated further.

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

Item No.	Administrative Requirements	Check/ Compliance
1	Master Bid Document	Provided and bound
2	Electronic Copy (USB)	Same as the master bid document
3	SCM - SBD 1 - Invitation to Bid	Completed and signed
4	Tax Compliance and CSD Registration	Attached CSD registration number/Proof of CSD registration and/or SARS Tax Pin
5	SCM- SBD 3.3 and Price Breakdown (Annexure A)	Completed in hard copy and submitted on USB
6	SBD 4 – Bidders Disclosure	Completed and signed
7	SBD 6.1 - Preference Points Claim Form in terms of the Preferential Procurement Regulations 2017	Completed and signed
8	In case of bids where Consortia/Joint Ventures, Consortia/ Joint Venture agreement signed by both parties must be submitted with the bid proposal	JV agreement completed and signed, if applicable

11.3. **PHASE 2: Mandatory Requirements**

11.3.1. The following mandatory requirements will apply for **Project Number 15** and all bidders that fail to meet the mandatory requirements will be disqualified and will not be evaluated further on functionality criteria.

Mandatory certificates to be attached must be completed by the bidder by answering yes or no and attaching proof

#	REQUIREMENTS	BIDDER COMPLIES	
		YES	NO
1	Proof of Professional registration with all of the following Authority(s):		
	Attach pest control operators certificate with P number from registrar: DALRRD (Act 36 of 1947)		
2	Attach Valid commercial pilots license with the Civil Aviation Authority of South Africa (CAASA)		
3	Attach proof/certificate that the bidder is registered under Part 127 of the Civil Aviation Regulations		
4	Bidder must provide proof of previous experience of key personnel that have both flying and spraying experience 3000 hours of flying experience on helicopters and 1000 hours of spraying experience in helicopters		
5	Bidder must provide proof that Helicopter accepted has a minimum lifting capacity of 300 kilograms (kg) of herbicide with a minimum spray swath of 18 metres NB: Bidder must attach proof		

11.4. **PHASE 3: FUNCTIONALITY AND TECHNICAL CRITERIA**

11.4.1. Only bid proposals that meet pre-compliance and mandatory requirements for **Project Number 15** will be evaluated on functionality criteria.

11.4.2. The bidder must score a minimum of **65%** during Phase 3 (functionality/technical) of the evaluation process to qualify for Phase 4 of the evaluation where only the price and BBBEE will be considered.

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

GUIDELINES FOR CATEGORY CRITERIA	FUNCTIONALITY (PROJECT NUMBER 15)		
UNDERSTANDING OF THE BRIEF	Requirements to be met: <ol style="list-style-type: none"> 1. Adequately addresses key project activities, 2. Describes all deliverables in detail and how they will be met, 3. Adequately addresses all key project reporting milestones, 4. Clearly outlines roles and responsibilities and stakeholder engagements and 5. Adequate identify risks and control/mitigation measures. 		
	The bidder's understanding of the project brief and requirements adequately addresses the key project activities and deliverables. The outline and insight are relevant and accurate.	Indicator	Weight
	Bidder has an in-depth understanding of the project brief and requirements, supported by the project methodology that meets all five requirements	5	20
	Bidder has an in-depth understanding of the project brief and requirements, supported by project methodology that meets any of the four requirements	4	
	Bidder has an in-depth understanding of the project brief and requirements, supported by project methodology that meets any of the three requirements	3	
	Bidder has an in-depth understanding of the project brief and requirements, supported by project methodology that meets any of the two requirements	2	
	Bidder has an in-depth understanding of the project brief and requirements, supported by project methodology that addresses only one of the requirements	1	
	Bidder did not submit an approach and methodology	0	
PROJECT MANAGEMENT APPROACH	Provision of a proposed Programme/ Project Management approach and detailed methodology and implementation plan that demonstrates how the Service Provider will meet the aquatic weeds projects' objectives.		

GUIDELINES FOR CATEGORY CRITERIA	FUNCTIONALITY (PROJECT NUMBER 15)		
	Bidders will be required to provide a methodology and implementation plan with an action plan	Indicator	Weight
	The Project Management approach demonstrates a good understanding of the aquatic weeds project in a <u>detailed</u> methodology and implementation plan. It incorporates a <u>detailed</u> action plan with deliverables, timeframes, and processes.	5	20
	The Project Management approach demonstrates an average understanding of the aquatic weeds project in <u>brief or general</u> outlined methodology and implementation plan. It incorporates a <u>brief or general</u> action plan with deliverables, timeframes, and processes.	4	
	Action plan provided with deliverables and timeframes.	3	
	Action plan provided with no deliverables and timeframes.	2	
	The task is not well understood.	1	
	No information provided/non-compliant	0	
COMPANY EXPERIENCE/ TRACK RECORD	Bidder (s) should submit valid positive completion certificates / positive reference letters that briefly describe the type of services provided for their clients.		
	For these letters to be considered valid, they		
	1. must be on the bidder's clients' official letterheads and must indicate		
	2. project value,		
	3. start and end date of the project,		
	4. contact details and		
	5. must be duly signed.		
	Company experience should correspond with the reference letter attached for bidder (s) to be allocated points.		
	The bidder will be required to provide evidence of experience in the company, track record, and knowledge in the field of aquatic weeds for aerial sub-lethal herbicide spraying.	Indicator	Weight

GUIDELINES FOR CATEGORY CRITERIA	FUNCTIONALITY (PROJECT NUMBER 15)			
	The bidder's letters provide evidence highlighting past and/or ongoing experience and competence in a similar field with a similar scope with <u>6 or more</u> years of experience.	5	30	
	The bidder provides evidence of <u>at least 3</u> reliable contactable signed references from stakeholders confirming that the bidder has the required experience for similar projects which were completed successfully.			
	The bidder's letters provide evidence highlighting past and/or ongoing experience and competence in a similar field with a similar scope with <u>4 but less than 6 years</u> of experience.	4		
	The bidder provides evidence of <u>at least 2</u> reliable contactable signed references from stakeholders confirming that the bidder has the required experience for similar projects which were completed successfully.			
	The bidder's letters provide evidence highlighting past and/or ongoing experience and competence in a similar field with a similar scope with <u>3 but less than 4 years</u> of experience.	3		
	The bidder provides evidence of <u>at least 1</u> reliable contactable signed reference from a stakeholder confirming that the bidder has the required experience for similar projects that were completed successfully. The bidder provides 1 previous tender awarded and/or project successfully completed, including project value.			
	The bidder's letters provide evidence highlighting past and/or ongoing experience and competence in a similar field with a similar scope with <u>2 but less than 3 years</u> of experience.	2		
	The bidder provides evidence of <u>at least 1</u> reliable contactable signed reference from a stakeholder confirming that the bidder has the required experience			

GUIDELINES FOR CATEGORY CRITERIA	FUNCTIONALITY (PROJECT NUMBER 15)		
	for similar projects that were awarded/completed successfully, including the project value.		
	The bidder's letters provide evidence highlighting past and/or ongoing experience and competence in a similar field with a similar scope with 1 but less than 2 years of experience.	1	
	The bidder provides evidence of at least 1 reliable contactable signed reference from a stakeholder confirming that the bidder has the required experience for similar projects that were awarded/completed successfully, including project value.		
	No information provided/non-compliant	0	
TECHNICAL CAPABILITY/ EXPERTISE AND TRACK RECORD OF PROJECT MANAGER TO BE ASSIGNED TO THE PROJECT	Bidder (s) are required to demonstrate that they have the necessary resources and technical expertise to undertake and successfully complete the project: Technical Capability/ expertise and experience of the proposed Project Manager to be assigned to the project.		
	Detailed CVs and information contained in the bidder's proposal/profile reflecting years of relevant experience		
	CV of Project Manager with experience in similar projects	Indicator	Weight
	6 years and more technical experience in aquatic weeds management and control with a minimum of 3 000 hours of helicopter flying experience and 1 000 hours of aerial spraying by helicopter	5	30
	5 years and less than 6 years of technical experience in aquatic weeds management and control with a minimum of 3 000 hours of helicopter flying experience and 1 000 hours of aerial spraying by helicopter	4	
4 years and less than 5 years of technical experience in aquatic weeds management and control with a minimum of 3 000 hours of helicopter flying experience and 1 000 hours of aerial spraying by helicopter	3		

GUIDELINES FOR CATEGORY CRITERIA	FUNCTIONALITY (PROJECT NUMBER 15)		
	3 years and less than 4 years of technical experience in aquatic weeds management and control with a minimum of 3 000 hours of helicopter flying experience and 1 000 hours of aerial spraying by helicopter for project 15	2	
	2 years and less than 3 years of technical experience in aquatic weeds management and control with a minimum of 3000 hours of helicopter flying experience and 1000 hours of aerial spraying by helicopter for project 15	1	
	Less than 1-year technical experience in aquatic weeds management and control or no similar experience/non-compliant	0	
TOTAL FUNCTIONALITY SCORE			100

11.5. PHASE 4: Price and B-BBEE

11.5.1. Price and B-BBEE will be evaluated per **Project number 15**

11.5.2. The bid will be awarded to the bidder with the highest points on price and B-BBEE per project on the condition that the bidder has met all phases of the evaluation criteria and complied with the tender requirements set out in the tender document.

11.5.3. The department reserves the right to negotiate prices that are not deemed market-related and not to award the tender to the bidder that tendered with the lowest price/achieved the highest points per Project.

11.5.4. The 80/20 or 90/10 as an appropriate preference point system will be used in the evaluation and adjudication of this tender per Project. However, it must be extended that the lowest acceptable tender per Project will be used to determine the applicable preference point system as per regulation (Section 3(a)(ii) of PPR 2017, which states: "If it is unclear which preference point system will be applicable, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system". Therefore, either 80 or 90 points, depending on the rand value of the tender, will be awarded to the bidder who offers the lowest price, and proportionately fewer points are awarded to those with higher prices. Either 20 or 10 points are then available as preference points for EMEs, QSEs, or B- BBEE contributors, as applicable.

- 11.5.5. Subject to sub-regulation 6(2) and 7(2) points will be awarded to a tenderer attaining a B-BBEE status level contributor in accordance with the table below:

PRICE	90	80
B-BBEE Status Level Contributor	Number of points	Number of points
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

- 11.5.6. The points scored by a tenderer in respect of the level of B-BBEE contribution contemplated in sub-regulation 6(2), 7(2) must be added to the points scored for the price as calculated in accordance with sub-regulation 6(1), 7(1) respectively.
- 11.5.7. Subject to regulation 11(1), the contract must be awarded to the tenderer who scores the highest total number of points.
- 11.5.8. 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.

12. BID SUBMISSION REQUIREMENTS

- 12.1. 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:
- 12.1.1. The service provider must draft a table of contents that will indicate where each document is in the proposal.
- 12.1.2. The proposal shall consist of one master original document and must clearly indicate the prices on the Price Breakdown in the prescribed format as per Annexure A for each Project Number the bidder has applied for.
- 12.1.3. The information in the CV of the proposed Project Manager/s should include relevant experience in the chosen area of expertise.
- 12.1.4. 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).

- 12.1.5. A detailed project plan and implementation with a 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 / project plan with a 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.
- 12.1.6. Standard bidding documents (SBD1, 4, 6.1, and SBD 3.3 with Annexure A – Price Breakdown).
- 12.1.7. Copy of Central Supplier Database (CSD) report and Tax Pin Certificate.
- 12.1.8. Programme/ Project Management approach with an action plan.
- 12.1.9. Bidder must provide proof of previous experience of key personnel that has both flying and spraying experience 3000 hours of flying experience on helicopters and 1000 hours of spraying experience in helicopters. The evidence can be in the form of previous projects done.
- 12.1.10. Pest control operators' certificate with P number from registrar: DALRRD (Act 36 of 1947).
- 12.1.11. Valid commercial pilot's license with the Civil Aviation Authority of South Africa (CAASA).
- 12.1.12. Proof/certificate that the bidder is registered under Part 127 of the Civil Aviation Regulations.
- 12.1.13. Bidder must prove that Helicopter accepted has a minimum lifting capacity of 300 kilograms (kg) of herbicide with a minimum spray swath of 18 metres. Specifications of the helicopter to be included in the bid.
- 12.1.14. Bidder (s) are required to demonstrate that they have the necessary resources and technical expertise to undertake and successfully complete the project: Technical Capability/expertise and track record of the proposed team to be assigned to the project.
- 12.1.15. Bidders may bid for one or more Project/s but **will be required to submit a separate bid for each Project Number (1 to 15)**. As a requirement, the tender number with description and details of the specific project with project name or habitat name and project number, bidding for must be clearly indicated on the front cover of the bid document.
- 12.1.16. A signed contract or letter of intent and commitment (on the letterhead) will be accepted as proof of sub-contracting arrangement with the EME/QSEs to be listed by the DFFE from the CSD.

13. LEGISLATIVE FRAMEWORK OF THE BID

13.1. Tax Legislation

- 13.1.1. Bidder must at all times attempt to be compliant when submitting a proposal to DFFE and remain compliant for the entire contract term with all applicable tax legislation, including but not limited to the Income Tax Act, 1962 (Act No. 58 of 1962) and Value Added Tax Act, 1991 (Act No. 89 of 1991).
- 13.1.2. SARS Tax Status Pin requirements / or Central Supplier Database (CSD) number or report must be provided.

13.2. Procurement Legislation

- 13.2.1. Bidders should be cognisant of the legislation and/or standards specifically applicable to the services.
- 13.2.2. 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.
- 13.2.3. 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.

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

- 13.3.1. Protecting personal information is important to the Department of Forestry, Fisheries, and the Environment. To do so, the DFFE follows general principles in accordance with applicable privacy laws and the Protection of Personal Information Act 4 of 2013 (POPIA).
- 13.3.2. The DFFE's role as the responsible party, is amongst others to process personal information for the intended purpose for which it was obtained and in line with legal agreements with its respective/prospective services providers and third parties.
- 13.3.3. The DFFE will process personal information only with the knowledge and authorization of the bidder/respondent and will treat the personal information which comes to its knowledge as confidential and will not disclose it unless so required by law or subject to the exception contained in the POPIA.
- 13.3.4. The DFFE reserves all the rights afforded to it by the POPIA in the processing of any of its information as contained in this bid and the bidder/respondent is required to comply with all prescripts as detailed in the POPIA relating to all information concerning the DFFE.
- 13.3.5. In responding to this bid, the DFFE acknowledges that it will obtain and have access to the personal information of the bidder/respondent. 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.

14. SPECIAL CONDITIONS OF CONTRACT

- 14.1. On appointment, the performance measures for the delivery of the agreed services will be closely monitored by the Project Manager.
- 14.2. The application of herbicides is governed by Act 36 of 1947 and thus there needs to be an appointed Pest Control Operator (PCO) in the project to oversee the spray operations.
- 14.3. The Service provider will need to comply with Section 21(i) or (c) requirements of the National Water Act and apply for a permit before the work commences and ensure that the risk assessment is done by a registered SACNASP scientist.
- 14.4. The herbicide used needs to comply with the EP Pesticide Policy.
- 14.5. Only polyethoxylated tallow amine-free glyphosate-based herbicides (GBHs) are permitted for use on this tender.
- 14.6. The service provider will submit monthly progress reports to the Project Manager as prescribed by the Department. Failure to submit the required reports on time will result in penalties and/or cancelation of the Contract. In preparation of tenders, bidders should take into account, the relevant resources needed and plan for the reporting requirements on the following, but not limited to:
 - a) Monthly operational performance against set targets annually and evidence.
 - b) Data management and custodianship (data storage systems) to ensure the Programmes performance is well recorded, captured, managed, and secured.
- 14.7. The DFFE will not be held responsible for any costs incurred by the service providers in the preparation, presentation, and submission of the proposal.
- 14.8. The Project Manager shall do the ongoing management of the Service Level Agreement (SLA).
- 14.9. The service provider must guarantee the presence of the Team Leader in charge of the programme throughout the duration of the contract.
- 14.10. All the conditions specified in the General Conditions of Contract (GCC) will apply and where the conditions in the special conditions of contract contradict the conditions in the general conditions of contract the special conditions of contract will prevail.
- 14.11. The service provider 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.
- 14.12. In the case a tenderer is intending to sub-contract a portion of work, such tenderer awarded a contract may only enter sub-contracting arrangements with the approval of the department.

- 14.13. Letter of Authority to sign documents on behalf of the company.
- 14.14. Any project proposals of more than 30 million must comply with the 30% sub-contracting agreement as per PPPFA. The contract above R30 million, the Department will apply subcontracting to advance designated groups as contemplated in sub-regulation (1), and the successful tenderer shall sub-contract a minimum of 30% of the value of the contract to-
- a) An EME or QSE which is at least 51% owned by black people;
 - b) An EME or QSE which is at least 51% owned by black people who are youth; or
 - c) An EME or QSE which is at least 51% owned by black people are women; or
 - d) An EME or QSE which is at least 51% owned by black people with disabilities.
- 14.15. The responsibility to sub-contract with competent and capable sub-contractors rests with the main contractor/ supplier. Therefore, bidders submitting offers in excess of R30 million would be expected to submit a written commitment or undertaking by the tenderer or contractor to sub-contract in accordance with section 12.10.
- 14.16. Bidders failing to meet mandatory requirements, where applicable, will automatically be disqualified.
- 14.17. Service providers are requested to submit any of the following documents as proof of the 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 a B-BBEE certificate issued by the Companies and Intellectual Property Commission.
 - c) 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.
 - d) 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 its B-BBEE status level certificate.
 - e) 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 its 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.
 - f) 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.
- 14.18. Poor or non-performance by the bidder may result in the cancellation of works orders.

15. RISK MANAGEMENT

- 15.1. The service provider shall assess, identify, manage, and accept the vulnerability of the risk, including but not limited to wildland management risk, reputational risk, human health, property, environmental and social risk.
- 15.2. The service provider shall be required to compile a risk plan for risks associated with the project in the prescribed format for each financial year.

16. SUB-CONTRACTING CONDITIONS/ REQUIREMENTS

- 16.1. In the case a tenderer is intending to sub-contract a portion of work, such tenderer awarded a contract may only enter into sub-contracting arrangements with the approval of the Department.
- 16.2. In relation to a designated sector, a contractor will not be allowed to 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.
- 16.3. A tenderer will not be awarded the points claimed for B-BBEE BBEE status level of contribution or contract if it is indicated in the bid documents that such a bidder intends to subcontract 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.
- 16.4. The contractor is not allowed to sub-contract more than 25% of the contract value after awarding to another enterprise that does not have an 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.

17. PAYMENT TERMS

- 17.1. The DFFE undertakes to pay out in full or as per deliverables within thirty (30) 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 until that outstanding information is submitted.

18. TECHNICAL ENQUIRIES

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

Ms. Debbie Muir Specialist Programme Manager Cell: 082 462 1584 Email: dsharp@dfpe.gov.za	Ms. Ncumisa Mabece Deputy Director: Supply Chain Management Cell: 072 174 3480 Email: nmabece@dfpe.gov.za
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19. ANNEXURES

- 19.1. Annexure A - Price Breakdown
- 19.2. Annexure B - Project 1 - Roodekopjes, Hartebeespoort & Morula Sun Dams
- 19.3. Annexure C – Project 2 – Bon Accord, Hammanskraal and Roodeplaat Dams
- 19.4. Annexure D - Project 3 – Bronkhorstspuit, Wilge and Crocodile West Rivers
- 19.5. Annexure E – Project 4 – Middle Vaal River & Boskop Dam
- 19.6. Annexure F – Project 5 – Letaba and Selati Rivers
- 19.7. Annexure G – Project 6 – Upper Olifants River, Mpumalanga
- 19.8. Annexure H – Project 7 – Msunduzi and Umgeni Rivers
- 19.9. Annexure I – Project 8 – Wewe dam & Umdloti River
- 19.10. Annexure J – Project 9 – Sterkspruit/Shongweni & Umlazi River
- 19.11. Annexure K – Project 10 – Swartkops, Mtata, Nahoon & Bridlesdrift
- 19.12. Annexure L – Project 11 – Berg, Breede and Goukou Rivers
- 19.13. Annexure M – Project 12 – Bloemhof Dam
- 19.14. Annexure N – Project 13 – Lower Vaal River
- 19.15. Annexure O – Project 14 – Mthlathuze and Pongola Rivers
- 19.16. Annexure P – Project 15 – Aerial herbicide sub-lethal spray
- 19.17. Annexure Q- General Authorization



**forestry, fisheries
& the environment**

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

THE DEPARTMENT OF FORESTRY, FISHERIES AND THE ENVIRONMENT (DFFE) AS AN ORGAN OF STATE SUBSCRIBES TO AND PROPAGATES BOTH THE NOTION OF BROAD BASED BLACK ECONOMIC EMPOWERMENT ACT, 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

TO APPOINT MULTIPLE SERVICE PROVIDERS ON FIVE (05) YEAR CONTRACTS FROM 2023/24 FINANCIAL YEAR TO ASSIST DFFE WITH THE IMPLEMENTATION OF AQUATIC WEEDS MANUAL REMOVAL, FOLIAR AND AERIAL HERBICIDE SUB-LETHAL APPLICATION PROJECTS

TABLE OF CONTENTS

1.	PURPOSE	3
2.	INTRODUCTION AND BACKGROUND	3
3.	OBJECTIVES OF THE PROPOSAL.....	4
4.	SCOPE AND EXTENT OF WORK	4
5.	EXPECTED DELIVERABLES & OUTCOMES	6
6.	PERIOD / DURATION OF PROJECT / ASSIGNMENT	11
7.	COSTING / COMPREHENSIVE BUDGET	11
8.	INFORMATION SESSION.....	12
9.	EVALUATION METHOD 1.....	12
10.	EVALUATION METHOD 2.....	19
11.	EVALUATION METHOD 3.....	26
12.	BID SUBMISSION REQUIREMENTS	33
13.	LEGISLATIVE FRAMEWORK OF THE BID	35
14.	SPECIAL CONDITIONS OF CONTRACT	36
15.	RISK MANAGEMENT	38
16.	SUB-CONTRACTING CONDITIONS/ REQUIREMENTS	38
17.	PAYMENT TERMS	38
18.	TECHNICAL ENQUIRIES.....	39
19.	ANNEXURES.....	40

1. PURPOSE

- 1.1. To appoint multiple service providers to assist the Department of Forestry, Fisheries and the Environment (DFFE) with the implementation of aquatic weeds manual removal, foliar and aerial herbicide sub-lethal applications, for a period of five (05) years.

2. INTRODUCTION AND BACKGROUND

- 2.1. The Environmental Programmes (EP) branch is situated in the Department of Forestry, Fisheries and the Environment (DFFE), with the mandate to implement the Expanded Public Works Programme (EPWP) as part of the Government's broader Public Employment initiatives in addressing the triple challenges of unemployment, poverty, and inequality.
- 2.2. The programmes within the EP branch are funded under the auspices of the EPWP, to pursue the EPWP objectives of poverty alleviation through providing employment to the unemployed, building the skills base for the unskilled, supporting and developing the Small, Medium, and Micro Enterprise (SMMEs) which are Qualifying Small Enterprises (QSEs) and Exempt Micro Enterprises (EMEs).
- 2.3. The Branch is responsible for identifying and ensuring the implementation of programmes that employ EPWP principles to contribute towards addressing unemployment in line with the "decent employment through inclusive economic growth" outcome, by working with communities to identify local opportunities that will benefit the communities.
- 2.4. Biological invasions are a major threat to biodiversity and ecosystem services. Aquatic weeds are a major threat to biodiversity, water security, and the ecological functioning of natural aquatic systems. The impact of aquatic weeds is numerous, ranging from reducing available water quantity, and quality, impacting infrastructure services, decreasing biodiversity, and being a nuisance species in some situations. Four of the top five globally invasive aquatic weeds are found in South Africa's waterbodies.
- 2.5. It is expected that the work will take five (05) years to complete the following procedures mentioned in the scope of work. The active growing season for aquatic weeds is generally over the spring and summer months, from September to March, and therefore the control of the aquatic weeds needs to be at its peak in summer. The coastal and Mpumalanga Lowveld systems do not go into diapause and therefore can be sprayed throughout the year, depending on favourable conditions. Water quality has an adverse impact on aquatic weed growth, and therefore the exponential growth is exacerbated in eutrophic and hypertrophic systems. If there are environmental conditions in late winter that necessitate spraying, this will be allowed.

- 2.6. The aerial herbicide sub-lethal control of aquatic weeds forms a crucial part of the integrated control programme due to the vastness and/or inaccessibility of some of the systems and the environmental hazards such as dangerous animals in South Africa.
- 2.7. The objectives of spraying aquatic weeds from a helicopter are to minimise the dispersal and biomass increase of aquatic weed species over vast areas in a short period of time as water hyacinth populations can double in biomass every 5–10 days in ideal conditions. It also allows the control of aquatic weeds to occur over a shorter period, therefore allowing for other control methods such as biocontrol to be effective.
- 2.8. The purpose of this tender is to appoint multiple service providers on five (05) year contracts from the 2023/24 financial year to assist the DFFE to implement aquatic weeds manual removal, foliar, and aerial herbicide sub-lethal application projects.
- 2.9. Bidders may bid for one or more project/s but will be required to submit a separate bid for each project they are intending to submit the proposal for. Bidders will at all times, as a requirement, be expected to submit the **full details of the specific project with the habitat name**.
- 2.10. The DFFE intends to appoint one (01) successful bidder per project or habitat or location, the detailed lists as provided in Table 1 below.

3. OBJECTIVES OF THE PROPOSAL

- 3.1. The objectives of the aquatic weeds' manual removal, foliar and sub-lethal aquatic aerial spraying projects are to:
 - 3.1.1. prevent, contain and reduce the density and distribution of established invasive aquatic weeds;
 - 3.1.2. reduce their negative effects on the environment;
 - 3.1.3. to mitigate the negative impact on the environment in terms of restoring ecosystems and habitats for biodiversity and ecosystem services; and
 - 3.1.4. ensure the long-term management goals for the EP through sustainable capacity development and entrenching skills in South Africa.

4. SCOPE AND EXTENT OF WORK

- 4.1. The priority waterbodies have been identified in consultation with the Department of Water and Sanitation (DWS) and various stakeholders. The management options for the priority waterbodies identified will be broken down into various projects. The manual removal and sub-lethal foliar spraying of identified projects will be grouped together into a number of projects, but the sub-lethal aerial spraying will be a standalone project due to the specialised nature and complexities of the project.

- 4.2. The manual removal and foliar sub-lethal applications of weeds can be grouped into projects as identified by the Department. Table 1 below gives an indication of the systems identified by the Department and supported by DWS for control as projects 1-14.
- 4.3. Project 15 (as indicated in Table 2 below) is to appoint a service provider to provide registered herbicide and conduct sub-lethal aerial spraying by helicopter of weeds on waterbodies in all nine (9) provinces as identified by the Department. Table 2 further gives an indication of the systems identified by the Department and supported by the Department of Water and Sanitation for control. The achievement of the optimum cost-benefit ratios will be promoted by the reciprocal use of resources between EP regions, partner agencies, and land users.
- 4.4. The sub-lethal aerial herbicide control requires that the service provider be in possession of all required documents such as licenses and permits (see 4.6 below for more details) and have extensive knowledge and hours of flying and spraying by helicopter experience. It would not be cost-effective to employ a person within the department as legal compliance is costly and only needed during the growing season and occasionally in late winter due to environmental conditions.
- 4.5. The service provider will provide a suitable registered herbicide for aquatic weeds as per the EP Pesticides Policy. The glyphosate-based herbicides (GHBs) must **NOT** include polyethoxylated tallow amine (POE-T).
- 4.6. All sub-lethal herbicide control actions, foliar and aerial, need to conform to Section 21(i) or (c) of permit applications and must be accompanied by a risk assessment done by a registered South African Council for Natural Scientific Professionals (SACNASP) scientist (**see attached example of a General Authorization attached as Annexure Q**).
- 4.7. Aquatic weeds are currently found in nine (9) provinces and in 80% of our waterbodies and therefore pose a major risk.
- 4.8. Multiple projects were identified in these national priority areas and detailed project specifications that require implementation were developed for each of these projects. Bidders may access the various Projects with project specifications specifically related to the aquatic weeds manual removal, foliar and aerial herbicide sub-lethal applications via this link: <https://sites.google.com/site/nrmprogrammes/home/2023-2028-bid-call> or through **Annexures B to P** attached.
- 4.9. The mandate of the EP Branch is primarily to implement the EPWP projects with specific linkages to the following (but limited to) legislation that successful Service Providers will have to adhere to and factor into their tender submissions:
 - a) The Constitution of South Africa, 1996;
 - b) The National Environmental Management Act, 1998(Act 107 of 1998);

- c) The National Environmental Management: Biodiversity Act, 2004 (Act 10 of 2004) and applicable regulations;
- d) National Veld and Forest Fire Act, 1998 (Act 101 of 1998);
- e) Disaster Management Act, 2002 (57 of 2002);
- f) National Water Act, 1998 (Act 36 of 1998);
- g) National Forests Act, 1998 (Act 84 of 1998);
- h) Conservation of Agricultural Resources Act, 1983 (Act 43 of 1983);
- i) Mountain Catchment Areas Act, 1981 (Act 76 of 1981);
- j) The Public Finance Management Act, 1999 (Act No 1 of 1999) and the Treasury Regulations issued in terms thereof;
- k) National Treasury Regulation 16A6.3, issued in terms of the Public Finance Management Act;
- l) The Broad-Based Black Economic Empowerment Act, 2003 (Act No 53 of 2003);
- m) Preferential Procurement Policy Framework Act, 2000 (Act No 5 of 2000);
- n) The National Small Enterprise Act No, 1996 (Act No. 102 of 1996);
- o) Employment Equity Act, 1998 (Act No. 55 of 1998);
- p) The Prevention and Combating of Corrupt Activities Act, 2004 (Act No 12 of 2004);
- q) Fertilisers, Farm Feeds, Agricultural Remedies and Stock Remedies Act, 1947 (Act No 36 of 1947);
- r) Hazardous Substances Control Act, 1973 (Act No 15 of 1973);
- s) Protection of Personal Information Act, 2013 (Act No 4 of 2013);
- t) Intellectual Property Rights from Publicly Financed Research and Development Act, 2008 (Act No. 51 of 2008);
- u) Civil Aviation Act, 2009 (Act No 13 of 2009); and
- v) Civil Aviation Regulations, 2011, part 127.

5. EXPECTED DELIVERABLES & OUTCOMES

- 5.1. The manual removal and foliar herbicide sub-lethal applications of aquatic weeds are grouped into projects as identified by the Department.
- 5.2. Table 1 gives an indication of the systems identified by the DFFE and supported by the Department of Water and Sanitation (DWS) for control. There are 14 different manual removal and foliar herbicide sub-lethal applications of aquatic weeds' projects listed below that bidders may be tender for:

Table 1: Manual removal and foliar herbicide sub-lethal applications of aquatic weeds' projects

Project Number	Project Name/System	Control option	Estimated hectares (ha)
1	Roodekopjes Dam	Manual removal	839
	Hartebeespoort dam	Manual removal	860
	Morula Sun Dam	Manual removal	66
2	Bon Accord Dam	Manual removal	250
	Hamanskraal Dam	Manual removal	100
	Roodeplaat Dam	Manual removal and/or foliar sub-lethal spray	200
3	Bronkhorskpruit	Manual removal	60
	Wilge River	Manual removal	200
	Crocodile River West	Manual removal	200
4	Vaal River – Middle Vaal	Manual removal and/or sub-lethal spray	500
	Boskop Dam	Manual removal and/or sub-lethal spray	200
5	Letaba river and adjoining inlets, Limpopo	Manual removal and/or sub-lethal spray	1181
	Selati River	Manual removal	60
6	Upper Olifants river, Mpumalanga	Manual removal and/or sub-lethal spray	800
7	Msunduzi River	Manual removal and/or sub-lethal spray	700
	Umgeni	Manual removal and/or sub-lethal spray	700
8	Wewe Dam	Manual removal and /or sub-lethal spray	30
	Umdloti River	Manual removal and/or sub-lethal spray	142
9	Sterkspruit/Shongweni	Manual removal and/or sub-lethal spray	118
	Umlazi River	Manual removal and/or sub-lethal spray	304

Project Number	Project Name/System	Control option	Estimated hectares (ha)
10	Swartkops River	Manual removal and/or sub-lethal spray	200
	Mtata River	Manual removal and/or sub-lethal spray	300
	Nahoon River and Bridaldrift Dam	Manual removal and/or sub-lethal spray	750
11	Berg River	Manual removal and/or sub-lethal spray	200
	Breede River	Manual removal and/or sub-lethal spray	400
	Goukou River	Manual removal and/or sub-lethal spray	100
12	Bloemhof Dam	Manual removal	200
13	Vaal river, Lower Vaal – Bloemhof dam wall to Warrenten weir	Manual removal and/or sub-lethal spray	500
14	Pongola River	Manual removal	382
	Mhlathuze River	Manual removal	415

5.3. The performance measures for the delivery of the manual and sub-lethal foliar applications for the aquatic weeds in South Africa will be closely monitored for project number 1-14 as follows;

5.3.1. Number of hectares cleared on aquatic systems, in line with TOR;

5.3.2. Acceptable Method/s used in line with TOR;

5.3.3. Cost per hectare in line with the acceptable rate (**Annexure A**), which will be awarded per project number.

5.4. Project 15 requires the appointment of a service provider to provide registered herbicide and conduct sub-lethal aerial spraying, by helicopter, of weeds on waterbodies in nine (9) provinces as identified by the Department. Table 2 below gives an indication of the systems identified by the Department and supported by the Department of Water and Sanitation (DWS) for Control. There is one (1) project that bidders may tender for that is listed below:

Table 2: Registered herbicide and conduct sub-lethal aerial spraying project

Project Number	Project name: Aerial spray	Estimated hectares (ha)
15	Roodekopjes Dam	840
	Crocodile River West	150
	Roodeplaat Dam	600
	Cullinan mine Dam	250
	Wilge River	150
	Apies River & Bon Accord Dam	500
	Vaal River system	500
	Ekhurhuleni dams (Alexander Dam, Cowels Dam, Jan Smuts Dam)	250
	Hammanskraal Dam	250
	Benoni Dam	250
	Brakpan Dam	250
	Potchefstroom Dam	450
	Morula Sun Dam	350
	Klerkskraal Dam	150
	Letaba River and adjoining inlets	150
	Upper Olifants River	800
	Komati River	750
	Lomati River	750
	Crocodile East River	500
	Affected areas in Kruger National Park	500
	Suid Kaap River	150
	Noord Kaap River	150
	Mpangeni Rivers and dams	500
	Umlazi River	500
	Mzunduzi River	500
	Umgeni River	500
	Inanda Dam	200
	Shongweni Dam	500
Mnini River	450	
Ixopo dams	500	
Mseleni River	1500	

Project Number	Project name: Aerial spray	Estimated hectares (ha)
	Mthlathuze River	1500
	Mtata River	500
	Swartkops River	500
	Wriggleswade Dam	500
	Laing Dam	500
	Berg River	500
	Breede River	500
	Goukou River	300
	Vet river	100
	Bloemhof dam	100
	Hex river	480

5.5. The pilot and/or operator must comply with Civil Aviation Association of South Africa (CAASA) regulations, provide proof of a valid commercial pilot's license, and be a registered operator under part 127 of the Civil Aviation Regulations. The operator must be commercially qualified with, at least, 3 000 hours of flying experience on helicopters and 1 000 hours of spraying experience in helicopters and provide proof of certification with the Department of Agriculture, Land Reform and Rural Development (DALRRD) as a Pest Control Operator and licensed with an aerial application spray rating.

5.5.1. The helicopter model must be stated and must have an accepted minimum lifting capacity of 300 kilograms (kg) of herbicide with a minimum spray swath of 18 meters (m). The spray booms must be fitted with a pressure gauge or flow meter and the pilot/operator must be qualified to calibrate the aircraft to apply the prescribed dosage.

5.5.2. The service provider will be responsible to measure the pH level of the mixing water, adjust the level to the herbicide specification and include results in post-spray report. The transportation of the fuel, herbicide dilution and provision of water will be provided for by the operator. The operator will provide the water tanker and the tank capacity must be specified to determine the fairness of the rate. The water supply tank must be of a higher capacity than the spraying tank.

5.5.3. Conduct a Pre-spray evaluation or site assessment:

5.5.3.1. Verify the amount of biomass of aquatic weeds on site to assess the time needed to spray and the biomass of plants to calculate the amount of herbicide needed to calculate the quotation amount correctly;

5.5.3.2. Provide pre-spray visual documentary evidence for reporting requirements;

- 5.5.3.3. Provide visual documentary evidence for long-term monitoring of systems.
- 5.5.4. Conduct sub-lethal spray on site:
 - 5.5.4.1. Verify the amount or biomass of aquatic weeds on site to assess the time needed to spray and the biomass of plants to calculate the amount of herbicide needed to calculate the quotation amount correctly;
 - 5.5.4.2. Provide spray visual documentary evidence for reporting requirements;
 - 5.5.4.3. Provide flight plan for reporting requirements.
- 5.5.5. The performance measures for the delivery of the aerial application of herbicide to the aquatic floating macrophyte infestations in South Africa will be closely monitored by DFFE.
 - 5.5.5.1. Number of aquatic systems sprayed, in line with the TOR.
 - 5.5.5.2. Number of litres herbicides used, including buffer-if any.
 - 5.5.5.3. Number of hectares sprayed.
 - 5.5.5.4. Cost per hectare in line with Annexure A.
- 5.5.6. All progress reports and flight paths need to be signed off by the relevant Departmental Biodiversity Officer in the region where the spray operation is taking place before the documentation is submitted to the Departmental Project Manager for payment.
- 5.6. The expected deliverables and outcomes of the work required for each of the above 15 projects for the aquatic weeds manual removal, foliar and aerial herbicide sub-lethal applications projects are attached to this TOR as **Annexures B to P** .and also available on the following link: <https://sites.google.com/site/nrmprogrammes/home/2023-2028-bid-call>

6. PERIOD / DURATION OF PROJECT / ASSIGNMENT

- 6.1. The duration of the project will be for five (05) years after the signing of the Service Level Agreement (SLA) or Memorandum of Agreement (MOA) by both parties and issuing of the purchase order by the Department.
- 6.2. The agreement between the DFFE and the successful service providers will stipulate the exact duration (with implementation and expected completion dates) of this project.

7. COSTING / COMPREHENSIVE BUDGET

- 7.1. To determine the bid price, a Price Breakdown (Annexure A) needs to be completed in the prescribed format as provided for each Project that the bidder will be bidding for, for the duration of five (05) years. It should be submitted in hard copy as well as on a flash drive with the tender document.

- 7.2. The bid price for the first year will be fixed. For the outer years, the bidder needs to consider a CPI of 4%. However, the annualized CPI, as published by Stats SA will be used to adjust annual costs allowing for actual CPI increases.
- 7.3. The bid price will comprise a cost per hectare that will be used and will be calculated as follows:
 - 7.3.1. The total bid price for the five-year contract period and will be divided by the number of estimated hectares for the Project.
- 7.4. The service provider shall ensure that, during the detailed costing stage of the project, project deliverables and related activities are inclusive of VAT (where applicable to VAT vendors).
- 7.5. The DFFE reserves the right to negotiate the price with the preferred bidder/s after completion of the competitive bidding process.
- 7.6. The DFFE reserves the right to benchmark and negotiate rates with the successful bidder (s) during the evaluation process and before the award.
- 7.7. Price offers will be valid for 120 days.

8. INFORMATION SESSION

- 8.1. The DFFE will arrange a virtual information session for interested bidders after the tender has been advertised. Attendance of this information session is **compulsory**. Only bidders that attended the compulsory information session may compete for this tender. Tender documents will be explained during these sessions and potential bidders will have the opportunity to ask questions where needed.
- 8.2. The Information Session will be held as follows:

Date: (to be populated)

Time: (to be populated)

MS Teams link: (to be populated)

9. EVALUATION METHOD 1

- 9.1. The evaluation for **Project Number 1, 3, 12 and 14** will be carried out in **three (3) phases** and are as follows:
 - a) Phase 1: Pre-compliance
 - b) Phase 2: Functional Evaluation Criteria
 - c) Phase 3: Price and B-BBEE
- 9.2. **Phase 1: Pre-Compliance - Project 1, 3, 12 and 14**
 - 9.2.1. During this phase bid documents will be reviewed to determine the compliance with Supply Chain Management (SCM) returnable, tax matters, and whether the Central Data Base (CSD)

report has been submitted with the bid documents at the closing date and time of the bid. Bids that do not satisfy the compliance criteria may not be evaluated further.

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

Item No.	Administrative Requirements	Check/ Compliance
1	Master Bid Document	Provided and bound
2	Electronic Copy (USB)	Same as the master bid document
3	SCM - SBD 1 - Invitation to Bid	Completed and signed
4	Tax Compliance and CSD Registration	Attached CSD registration number/Proof of CSD registration and/or SARS Tax Pin
5	SCM - SBD 3.3 and Price Breakdown (Annexure A)	Completed in hard copy and submitted on USB
6	SBD 4 – Bidders Disclosure	Completed and signed
7	SBD 6.1 - Preference Points Claim Form in terms of the Preferential Procurement Regulations 2017	Completed and signed
8	In case of bids where Consortia/Joint Ventures, Consortia/Joint Venture agreement signed by both parties must be submitted with the bid proposal	JV agreement completed and signed, if applicable

9.3 Phase 2: Functionality and Technical Criteria

9.3.1 Only bid proposals that meet pre-compliance for **Project Number 1, 3, 12 and 14** may be evaluated on functionality criteria.

9.3.2 The bidder must score a minimum of **65%** during Phase 2 (functionality/ technical) of the evaluation process to qualify for Phase 3 of the evaluation where only the price and BBBEE will be considered.

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

GUIDELINES FOR CATEGORY CRITERIA	FUNCTIONALITY (PROJECT NUMBER 1, 3, 12 AND 14)
UNDERSTANDING OF THE BRIEF	<p>Requirements to be met:</p> <ol style="list-style-type: none"> 1. Adequately addresses key project activities, 2. Describes all deliverables in detail and how they will be met,

GUIDELINES FOR CATEGORY CRITERIA	FUNCTIONALITY (PROJECT NUMBER 1, 3, 12 AND 14)		
	<p>3. Adequately addresses all key project reporting milestones,</p> <p>4. Clearly outlines roles and responsibilities and stakeholder engagements and</p> <p>5. Adequate identify risks and control/mitigation measures.</p>		
	<p>The bidder's understanding of the project brief and requirements adequately addresses the key project activities and deliverables. The outline and insight are relevant and accurate.</p>	Indicator	Weight
	<p>Bidder has an in-depth understanding of the project brief and requirements, supported by a project methodology that meets all five requirements</p>	5	20
	<p>Bidder has an in-depth understanding of the project brief and requirements, supported by project methodology that meets any of the four requirements</p>	4	
	<p>Bidder has an in-depth understanding of the project brief and requirements, supported by project methodology that meets any of the three requirements</p>	3	
	<p>Bidder has an in-depth understanding of the project brief and requirements, supported by project methodology that meets any of the two requirements</p>	2	
	<p>Bidder has an in-depth understanding of the project brief and requirements, supported by project methodology that addresses only one of the requirements</p>	1	
	<p>Bidder did not submit an approach and methodology</p>	0	
PROJECT MANAGEMENT APPROACH	<p>Provision of a proposed Programme/ Project Management approach and detailed methodology and implementation plan that demonstrates how the Service Provider will meet the aquatic weeds projects' objectives.</p>		
	<p>Bidders will be required to provide a methodology and implementation plan with an action plan</p>	Indicator	Weight
	<p>The Project Management approach demonstrates a good understanding of the aquatic weeds project in a <u>detailed</u> methodology and implementation plan. It</p>	5	20

GUIDELINES FOR CATEGORY CRITERIA	FUNCTIONALITY (PROJECT NUMBER 1, 3, 12 AND 14)		
	incorporates a <u>detailed</u> action plan with deliverables, timeframes, and processes.		
	The Project Management approach demonstrates an average understanding of the aquatic weeds project in <u>brief or general</u> outlined methodology and implementation plan. It incorporates a <u>brief or general</u> action plan with deliverables, timeframes, and processes.	4	
	Action plan provided with deliverables and timeframes.	3	
	Action plan provided with no deliverables and timeframes.	2	
	The task is not well understood.	1	
	No information provided/non-compliant	0	
COMPANY EXPERIENCE/ TRACK RECORD	Bidder(s) should submit valid positive completion certificates / positive reference letters that briefly describe the type of services provided for their clients.		
	For these letters to be considered valid, they		
	1. must be on the bidder's clients' official letterheads and must indicate		
	2. project value,		
	3. start and end date of the project,		
	4. contact details and		
	5. must be duly signed.		
Company experience should correspond with the reference letter attached for bidder (s) to be allocated points.			
The bidder will be required to provide evidence of experience of the company, track record, and knowledge in the field of aquatic weeds: manual removal and sub-lethal foliar herbicide spraying for projects	Indicator	Weight	
The bidder's letters provide evidence highlighting past and/or ongoing experience and competence in a similar field with a similar scope with <u>6 or more</u> years of experience.	5	30	

GUIDELINES FOR CATEGORY CRITERIA	FUNCTIONALITY (PROJECT NUMBER 1, 3, 12 AND 14)		
	The bidder provides evidence of at least 3 reliable contactable signed references from stakeholders confirming that the bidder has the required experience for similar projects which were completed successfully.		
	The bidder's letters provide evidence highlighting past and/or ongoing experience and competence in a similar field with a similar scope with 4 but less than 6 years of experience.	4	
	The bidder provides evidence of at least 2 reliable contactable signed references from stakeholders confirming that the bidder has the required experience for similar projects which were completed successfully. †		
	The bidder's letters provide evidence highlighting past and/or ongoing experience and competence in a similar field with a similar scope with 3 but less than 4 years of experience.	3	
	The bidder provides evidence of at least 1 reliable contactable signed reference from a stakeholder confirming that the bidder has the required experience for similar projects that were completed successfully. The bidder provides 1 previous tender awarded and/or project successfully completed, including project value.		
	The bidder's letters provide evidence highlighting past and/or ongoing experience and competence in a similar field with a similar scope with 2 but less than 3 years of experience.	2	
	The bidder provides evidence of at least 1 reliable contactable signed reference from a stakeholder confirming that the bidder has the required experience for similar projects that were awarded/completed successfully, including the project value.		
	The bidder's letters provide evidence highlighting past and/or ongoing experience and competence in a similar	1	

GUIDELINES FOR CATEGORY CRITERIA	FUNCTIONALITY (PROJECT NUMBER 1, 3, 12 AND 14)		
	field with a similar scope with 1 but less than 2 years of experience.	0	
	The bidder provides evidence of at least 1 reliable contactable signed reference from a stakeholder confirming that the bidder has the required experience for similar projects that were awarded/completed successfully, including project value.		
	No information provided/ non-compliant		
TECHNICAL CAPABILITY/ EXPERTISE AND TRACK RECORD OF PROJECT MANAGER TO BE ASSIGNED TO THE PROJECT	Bidder (s) are required to demonstrate that they have the necessary resources and technical expertise to undertake and successfully complete the project: Technical Capability/expertise and experience of the proposed Project Manager to be assigned to the project.		
	Detailed CVs and information contained in the bidder's proposal/profile reflecting years of relevant experience		
	CV of Project Manager with experience in similar projects	Indicator	Weight
	5 years of experience and more in implementing aquatic weeds manual removal and sub-lethal foliar herbicide spraying or related projects	5	30
	4 years and less than 5 years of experience in implementing aquatic weeds manual removal and sub-lethal foliar herbicide spraying or related projects	4	
	3 years and less than 4 years of experience in implementing aquatic weeds manual removal and sub-lethal foliar herbicide spraying or related projects	3	
	2 years and less than 3 years of experience in implementing aquatic weeds manual removal and sub-lethal foliar herbicide spraying or related projects	2	
	1 year and less than 2 years of experience in implementing aquatic weeds manual removal and sub-lethal foliar herbicide spraying or related projects	1	
Less than 1-year experience or no similar experience/non-compliant	0		
TOTAL FUNCTIONALITY SCORE		100	

9.4 **PHASE 3: Price and B-BBEE**

- 9.4.1 Price and B-BBEE will be evaluated per **Project number 1, 3, 12 and 14.**
- 9.4.2 The bid will be awarded to the bidder with the highest points on price and B-BBEE per project on the condition that the bidder has met all phases of the evaluation criteria and complied with the tender requirements set out in the tender document.
- 9.4.3 The department reserves the right to negotiate prices that are not deemed market-related and not to award the tender to the bidder that tendered with the lowest price/achieved the highest points per Project.
- 9.4.4 The 80/20 or 90/10 as an appropriate preference point system will be used in the evaluation and adjudication of this tender per Project. However, it must be extended that the lowest acceptable tender per Project will be used to determine the applicable preference point system as per regulation (Section 3(a)(ii) of PPR 2017, which states: "If it is unclear which preference point system will be applicable, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system". Therefore, either 80 or 90 points, depending on the rand value of the tender, will be awarded to the bidder who offers the lowest price, and proportionately fewer points are awarded to those with higher prices. Either 20 or 10 points are then available as preference points for EMEs, QSEs, or B- BBEE contributors, as applicable.
- 9.4.5 Subject to sub-regulation 6(2) and 7(2), points will be awarded to a tenderer attaining a B-BBEE status level contributor in accordance with the table below:

PRICE	90	80
B-BBEE Status Level Contributor	Number of points	Number of points
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

- 9.4.6 The points scored by a tenderer in respect of the level of B-BBEE contribution contemplated in sub-regulation 6(2), 7(2) must be added to the points scored for the price as calculated in accordance with sub-regulation 6(1), 7(1) respectively.

- 9.4.7 Subject to regulation 11(1), the contract must be awarded to the tenderer who scores the highest total number of points.
- 9.4.8 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.

10. EVALUATION METHOD 2

10.1. The evaluation for **Project Number 2, 4, 5, 6, 7, 8, 9, 10, 11 and 13** will be carried out in **four (4) phases** and are as follows:

- a. Phase 1: Pre-compliance
- b. Phase 2: Mandatory requirements
- c. Phase 3: Functional Evaluation Criteria
- d. Phase 4: Price and B-BBEE

10.2. Phase 1: Pre-Compliance - Project Number 2, 4, 5, 6, 7, 8, 9, 10, 11 and 13

10.2.1. During this phase bid documents will be reviewed to determine the compliance with Supply Chain Management (SCM) returnable, tax matters, and whether the Central Data Base (CSD) report has been submitted with the bid documents at the closing date and time of the bid. Bids that do not satisfy the compliance criteria may not be evaluated further.

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

Item No.	Administrative Requirements	Check/ Compliance
1	Master Bid Document	Provided and bound
2	Electronic Copy (USB)	Same as the master bid document
3	SCM - SBD 1 - Invitation to Bid	Completed and signed
4	Tax Compliance and CSD Registration	Attached CSD registration number/Proof of CSD registration and/or SARS Tax Pin
5	SCM - SBD 3.3 and Price Breakdown (Annexure A)	Completed in hard copy and submitted on USB
6	SBD 4 – Bidders Disclosure	Completed and signed
7	SBD 6.1 - Preference Points Claim Form in terms of the Preferential Procurement Regulations 2017	Completed and signed

Item No.	Administrative Requirements	Check/ Compliance
8	In case of bids where Consortia/Joint Ventures, Consortia/Joint Venture agreement signed by both parties must be submitted with the bid proposal	JV agreement completed and signed, if applicable

10.3. **Phase 2: Mandatory requirements**

10.3.1. The following mandatory requirements will apply for **Project Number 2, 4, 5, 6, 7, 8, 9, 10, 11 and 13** and all bidders that fail to meet the mandatory requirements will be disqualified and will not be evaluated further on functionality criteria.

Mandatory certificates to be attached must be completed by the bidder by answering yes or no and attaching proof.

#	REQUIREMENTS	BIDDER COMPLIES	
		YES	NO
1	Proof of Professional registration with all of the following Authority(s):		
	Attach pest control operators certificate with P number from registrar: DALRRD (Act 36 of 1947)		
	NB: Bidder must attach proof		

10.4. **Phase 3: Functionality and Technical Criteria**

10.4.1. Only bid proposals that meet pre-compliance and mandatory requirements for **Project Number 2, 4, 5, 6, 7, 8, 9, 10, 11 and 13** will be evaluated on functionality criteria.

10.4.2. The bidder must score a minimum of **65%** during Phase 3 (functionality/ technical) of the evaluation process to qualify for Phase 4 of the evaluation where only the price and BBBEE will be considered.

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

GUIDELINES FOR CATEGORY CRITERIA	FUNCTIONALITY (PROJECT NUMBER 2, 4, 5, 6, 7, 8, 9, 10, 11 AND 13)
UNDERSTANDING OF THE BRIEF	Requirements to be met: <ol style="list-style-type: none"> 1. Adequately addresses key project activities, 2. Describes all deliverables in detail and how they will be met, 3. Adequately addresses all key project reporting milestones,

GUIDELINES FOR CATEGORY CRITERIA	FUNCTIONALITY (PROJECT NUMBER 2, 4, 5, 6, 7, 8, 9, 10, 11 AND 13)		
	<p>4. Clearly outlines roles and responsibilities and stakeholder engagements and</p> <p>5. Adequate identify risks and control/mitigation measures.</p>		
	<p>The bidder's understanding of the project brief and requirements adequately addresses the key project activities and deliverables. The outline and insight are relevant and accurate.</p>	Indicator	Weight
	Bidder has an in-depth understanding of the project brief and requirements, supported by a project methodology that meets all five requirements	5	20
	Bidder has an in-depth understanding of the project brief and requirements, supported by project methodology that meets any of the four requirements	4	
	Bidder has an in-depth understanding of the project brief and requirements, supported by project methodology that meets any of the three requirements	3	
	Bidder has an in-depth understanding of the project brief and requirements, supported by project methodology that meets any of the two requirements	2	
	Bidder has an in-depth understanding of the project brief and requirements, supported by project methodology that addresses only one of the requirements	1	
	Bidder did not submit an approach and methodology	0	
PROJECT MANAGEMENT APPROACH	<p>Provision of a proposed Programme/ Project Management approach and detailed methodology and implementation plan that demonstrates how the Service Provider will meet the aquatic weeds projects' objectives.</p>		
	<p>Bidders will be required to provide a methodology and implementation plan with an action plan</p>	Indicator	Weight
	<p>The Project Management approach demonstrates a good understanding of the aquatic weeds project in a <u>detailed</u> methodology and implementation plan. It</p>	5	20

GUIDELINES FOR CATEGORY CRITERIA	FUNCTIONALITY (PROJECT NUMBER 2, 4, 5, 6, 7, 8, 9, 10, 11 AND 13)		
	incorporates a <u>detailed</u> action plan with deliverables, timeframes, and processes.		
	The Project Management approach demonstrates an average understanding of the aquatic weeds project in <u>brief or general</u> outlined methodology and implementation plan. It incorporates a <u>brief or general</u> action plan with deliverables, timeframes, and processes.	4	
	Action plan provided with deliverables and timeframes.	3	
	Action plan provided with no deliverables and timeframes.	2	
	The task is not well understood.	1	
	No information provided/non-compliant	0	
COMPANY EXPERIENCE/ TRACK RECORD	Bidder(s) should submit valid positive completion certificates / positive reference letters that briefly describe the type of services provided for their clients.		
	For these letters to be considered valid, they		
	1. must be on the bidder's clients' official letterheads and must indicate		
	2. project value,		
	3. start and end date of the project,		
	4. contact details and		
	5. must be duly signed.		
Company experience should correspond with the reference letter attached for bidder (s) to be allocated points.			
The bidder will be required to provide evidence of experience of the company, track record, and knowledge in the field of aquatic weeds: manual removal and sub-lethal foliar herbicide spraying for projects	Indicator	Weight	
The bidder's letters provide evidence highlighting past and/or ongoing experience and competence in a similar field with a similar scope with <u>6 or more</u> years of experience.	5	30	

GUIDELINES FOR CATEGORY CRITERIA	FUNCTIONALITY (PROJECT NUMBER 2, 4, 5, 6, 7, 8, 9, 10, 11 AND 13)		
	The bidder provides evidence of at least 3 reliable contactable signed references from stakeholders confirming that the bidder has the required experience for similar projects which were completed successfully.		
	The bidder's letters provide evidence highlighting past and/or ongoing experience and competence in a similar field with a similar scope with 4 but less than 6 years of experience.	4	
	The bidder provides evidence of at least 2 reliable contactable signed references from stakeholders confirming that the bidder has the required experience for similar projects which were completed successfully. †		
	The bidder's letters provide evidence highlighting past and/or ongoing experience and competence in a similar field with a similar scope with 3 but less than 4 years of experience.	3	
	The bidder provides evidence of at least 1 reliable contactable signed reference from a stakeholder confirming that the bidder has the required experience for similar projects that were completed successfully. The bidder provides 1 previous tender awarded and/or project successfully completed, including project value.		
	The bidder's letters provide evidence highlighting past and/or ongoing experience and competence in a similar field with a similar scope with 2 but less than 3 years of experience.	2	
	The bidder provides evidence of at least 1 reliable contactable signed reference from a stakeholder confirming that the bidder has the required experience for similar projects that were awarded/completed successfully, including the project value.		
	The bidder's letters provide evidence highlighting past and/or ongoing experience and competence in a similar	1	

GUIDELINES FOR CATEGORY CRITERIA	FUNCTIONALITY (PROJECT NUMBER 2, 4, 5, 6, 7, 8, 9, 10, 11 AND 13)		
	field with a similar scope with 1 but less than 2 years of experience.	0	
	The bidder provides evidence of at least 1 reliable contactable signed reference from a stakeholder confirming that the bidder has the required experience for similar projects that were awarded/completed successfully, including project value.		
	No information provided/ non-compliant		
TECHNICAL CAPABILITY/ EXPERTISE AND TRACK RECORD OF PROJECT MANAGER TO BE ASSIGNED TO THE PROJECT	Bidder (s) are required to demonstrate that they have the necessary resources and technical expertise to undertake and successfully complete the project: Technical Capability/expertise and experience of the proposed Project Manager to be assigned to the project.		
	Detailed CVs and information contained in the bidder's proposal/profile reflecting years of relevant experience		
	CV of Project Manager with experience in similar projects	Indicator	Weight
	5 years of experience and more in implementing aquatic weeds manual removal and sub-lethal foliar herbicide spraying or related projects	5	30
	4 years and less than 5 years of experience in implementing aquatic weeds manual removal and sub-lethal foliar herbicide spraying or related projects	4	
	3 years and less than 4 years of experience in implementing aquatic weeds manual removal and sub-lethal foliar herbicide spraying or related projects	3	
	2 years and less than 3 years of experience in implementing aquatic weeds manual removal and sub-lethal foliar herbicide spraying or related projects	2	
	1 year and less than 2 years of experience in implementing aquatic weeds manual removal and sub-lethal foliar herbicide spraying or related projects	1	
Less than 1-year experience or no similar experience/non-compliant	0		
TOTAL FUNCTIONALITY SCORE		100	

10.5. **PHASE 4: Price and B-BBEE**

- 10.5.1. Price and B-BBEE will be evaluated per **Project Number 2, 4, 5, 6, 7, 8, 9, 10, 11 and 13**
- 10.5.2. The bid will be awarded to the bidder with the highest points on price and B-BBEE per project on the condition that the bidder has met all phases of the evaluation criteria and complied with the tender requirements set out in the tender document.
- 10.5.3. The department reserves the right to negotiate prices that are not deemed market-related and not to award the tender to the bidder that tendered with the lowest price/achieved the highest points per Project.
- 10.5.4. The 80/20 or 90/10 as an appropriate preference point system will be used in the evaluation and adjudication of this tender per Project. However, it must be extended that the lowest acceptable tender per Project will be used to determine the applicable preference point system as per regulation (Section 3(a)(ii) of PPR 2017, which states: "If it is unclear which preference point system will be applicable, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system". Therefore, either 80 or 90 points, depending on the rand value of the tender, will be awarded to the bidder who offers the lowest price, and proportionately fewer points are awarded to those with higher prices. Either 20 or 10 points are then available as preference points for EMEs, QSEs, or B- BBEE contributors, as applicable.
- 10.5.5. Subject to sub-regulation 6(2) and 7(2), points will be awarded to a tenderer attaining a B-BBEE status level contributor in accordance with the table below:

PRICE	90	80
B-BBEE Status Level Contributor	Number of points	Number of points
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

- 10.5.6. The points scored by a tenderer in respect of the level of B-BBEE contribution contemplated in sub-regulation 6(2), 7(2) must be added to the points scored for the price as calculated in accordance with sub-regulation 6(1), 7(1) respectively.

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

10.5.8. 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.

11. EVALUATION METHOD 3

11.1. The evaluation of **Project Number 15** will be carried out in **four (4) phases** and are as follows:

- a) Phase 1: Pre-compliance
- b) Phase 2: Mandatory Requirements
- c) Phase 3: Functional Evaluation Criteria
- d) Phase 4: Price and B-BBEE

11.2. PHASE 1: Pre-Compliance

11.2.1. During this phase bid documents will be reviewed for **Project Number 15** to determine the compliance with Supply Chain Management (SCM) returnable, tax matters, and whether the Central Data Base (CSD) report has been submitted with the bid documents at the closing date and time of the bid. Bids that do not satisfy the compliance criteria may not be evaluated further.

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

Item No.	Administrative Requirements	Check/ Compliance
1	Master Bid Document	Provided and bound
2	Electronic Copy (USB)	Same as the master bid document
3	SCM - SBD 1 - Invitation to Bid	Completed and signed
4	Tax Compliance and CSD Registration	Attached CSD registration number/Proof of CSD registration and/or SARS Tax Pin
5	SCM- SBD 3.3 and Price Breakdown (Annexure A)	Completed in hard copy and submitted on USB
6	SBD 4 – Bidders Disclosure	Completed and signed
7	SBD 6.1 - Preference Points Claim Form in terms of the Preferential Procurement Regulations 2017	Completed and signed
8	In case of bids where Consortia/Joint Ventures, Consortia/ Joint Venture agreement signed by both parties must be submitted with the bid proposal	JV agreement completed and signed, if applicable

11.3. **PHASE 2: Mandatory Requirements**

11.3.1. The following mandatory requirements will apply for **Project Number 15** and all bidders that fail to meet the mandatory requirements will be disqualified and will not be evaluated further on functionality criteria.

Mandatory certificates to be attached must be completed by the bidder by answering yes or no and attaching proof

#	REQUIREMENTS	BIDDER COMPLIES	
		YES	NO
1	Proof of Professional registration with all of the following Authority(s):		
	Attach pest control operators certificate with P number from registrar: DALRRD (Act 36 of 1947)		
2	Attach Valid commercial pilots license with the Civil Aviation Authority of South Africa (CAASA)		
3	Attach proof/certificate that the bidder is registered under Part 127 of the Civil Aviation Regulations		
4	Bidder must provide proof of previous experience of key personnel that have both flying and spraying experience 3000 hours of flying experience on helicopters and 1000 hours of spraying experience in helicopters		
5	Bidder must provide proof that Helicopter accepted has a minimum lifting capacity of 300 kilograms (kg) of herbicide with a minimum spray swath of 18 metres NB: Bidder must attach proof		

11.4. **PHASE 3: FUNCTIONALITY AND TECHNICAL CRITERIA**

11.4.1. Only bid proposals that meet pre-compliance and mandatory requirements for **Project Number 15** will be evaluated on functionality criteria.

11.4.2. The bidder must score a minimum of **65%** during Phase 3 (functionality/technical) of the evaluation process to qualify for Phase 4 of the evaluation where only the price and BBBEE will be considered.

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

GUIDELINES FOR CATEGORY CRITERIA	FUNCTIONALITY (PROJECT NUMBER 15)		
UNDERSTANDING OF THE BRIEF	Requirements to be met: <ol style="list-style-type: none"> 1. Adequately addresses key project activities, 2. Describes all deliverables in detail and how they will be met, 3. Adequately addresses all key project reporting milestones, 4. Clearly outlines roles and responsibilities and stakeholder engagements and 5. Adequate identify risks and control/mitigation measures. 		
	The bidder's understanding of the project brief and requirements adequately addresses the key project activities and deliverables. The outline and insight are relevant and accurate.	Indicator	Weight
	Bidder has an in-depth understanding of the project brief and requirements, supported by the project methodology that meets all five requirements	5	20
	Bidder has an in-depth understanding of the project brief and requirements, supported by project methodology that meets any of the four requirements	4	
	Bidder has an in-depth understanding of the project brief and requirements, supported by project methodology that meets any of the three requirements	3	
	Bidder has an in-depth understanding of the project brief and requirements, supported by project methodology that meets any of the two requirements	2	
	Bidder has an in-depth understanding of the project brief and requirements, supported by project methodology that addresses only one of the requirements	1	
	Bidder did not submit an approach and methodology	0	
PROJECT MANAGEMENT APPROACH	Provision of a proposed Programme/ Project Management approach and detailed methodology and implementation plan that demonstrates how the Service Provider will meet the aquatic weeds projects' objectives.		

GUIDELINES FOR CATEGORY CRITERIA	FUNCTIONALITY (PROJECT NUMBER 15)		
	Bidders will be required to provide a methodology and implementation plan with an action plan	Indicator	Weight
	The Project Management approach demonstrates a good understanding of the aquatic weeds project in a <u>detailed</u> methodology and implementation plan. It incorporates a <u>detailed</u> action plan with deliverables, timeframes, and processes.	5	20
	The Project Management approach demonstrates an average understanding of the aquatic weeds project in <u>brief or general</u> outlined methodology and implementation plan. It incorporates a <u>brief or general</u> action plan with deliverables, timeframes, and processes.	4	
	Action plan provided with deliverables and timeframes.	3	
	Action plan provided with no deliverables and timeframes.	2	
	The task is not well understood.	1	
	No information provided/non-compliant	0	
COMPANY EXPERIENCE/ TRACK RECORD	Bidder (s) should submit valid positive completion certificates / positive reference letters that briefly describe the type of services provided for their clients.		
	For these letters to be considered valid, they		
	1. must be on the bidder's clients' official letterheads and must indicate		
	2. project value,		
	3. start and end date of the project,		
	4. contact details and		
	5. must be duly signed.		
	Company experience should correspond with the reference letter attached for bidder (s) to be allocated points.		
	The bidder will be required to provide evidence of experience in the company, track record, and knowledge in the field of aquatic weeds for aerial sub-lethal herbicide spraying.	Indicator	Weight

GUIDELINES FOR CATEGORY CRITERIA	FUNCTIONALITY (PROJECT NUMBER 15)			
	The bidder's letters provide evidence highlighting past and/or ongoing experience and competence in a similar field with a similar scope with <u>6 or more</u> years of experience.	5	30	
	The bidder provides evidence of <u>at least 3</u> reliable contactable signed references from stakeholders confirming that the bidder has the required experience for similar projects which were completed successfully.			
	The bidder's letters provide evidence highlighting past and/or ongoing experience and competence in a similar field with a similar scope with <u>4 but less than 6 years of</u> experience.	4		
	The bidder provides evidence of <u>at least 2</u> reliable contactable signed references from stakeholders confirming that the bidder has the required experience for similar projects which were completed successfully.			
	The bidder's letters provide evidence highlighting past and/or ongoing experience and competence in a similar field with a similar scope with <u>3 but less than 4 years of</u> experience.	3		
	The bidder provides evidence of <u>at least 1</u> reliable contactable signed reference from a stakeholder confirming that the bidder has the required experience for similar projects that were completed successfully. The bidder provides 1 previous tender awarded and/or project successfully completed, including project value.			
	The bidder's letters provide evidence highlighting past and/or ongoing experience and competence in a similar field with a similar scope with <u>2 but less than 3 years of</u> experience.	2		
	The bidder provides evidence of <u>at least 1</u> reliable contactable signed reference from a stakeholder confirming that the bidder has the required experience			

GUIDELINES FOR CATEGORY CRITERIA	FUNCTIONALITY (PROJECT NUMBER 15)		
	for similar projects that were awarded/completed successfully, including the project value.		
	The bidder's letters provide evidence highlighting past and/or ongoing experience and competence in a similar field with a similar scope with 1 but less than 2 years of experience.	1	
	The bidder provides evidence of at least 1 reliable contactable signed reference from a stakeholder confirming that the bidder has the required experience for similar projects that were awarded/completed successfully, including project value.		
	No information provided/non-compliant	0	
TECHNICAL CAPABILITY/ EXPERTISE AND TRACK RECORD OF PROJECT MANAGER TO BE ASSIGNED TO THE PROJECT	Bidder (s) are required to demonstrate that they have the necessary resources and technical expertise to undertake and successfully complete the project: Technical Capability/ expertise and experience of the proposed Project Manager to be assigned to the project.		
	Detailed CVs and information contained in the bidder's proposal/profile reflecting years of relevant experience		
	CV of Project Manager with experience in similar projects	Indicator	Weight
	6 years and more technical experience in aquatic weeds management and control with a minimum of 3 000 hours of helicopter flying experience and 1 000 hours of aerial spraying by helicopter	5	30
	5 years and less than 6 years of technical experience in aquatic weeds management and control with a minimum of 3 000 hours of helicopter flying experience and 1 000 hours of aerial spraying by helicopter	4	
4 years and less than 5 years of technical experience in aquatic weeds management and control with a minimum of 3 000 hours of helicopter flying experience and 1 000 hours of aerial spraying by helicopter	3		

GUIDELINES FOR CATEGORY CRITERIA	FUNCTIONALITY (PROJECT NUMBER 15)		
	3 years and less than 4 years of technical experience in aquatic weeds management and control with a minimum of 3 000 hours of helicopter flying experience and 1 000 hours of aerial spraying by helicopter for project 15	2	
	2 years and less than 3 years of technical experience in aquatic weeds management and control with a minimum of 3000 hours of helicopter flying experience and 1000 hours of aerial spraying by helicopter for project 15	1	
	Less than 1-year technical experience in aquatic weeds management and control or no similar experience/non-compliant	0	
TOTAL FUNCTIONALITY SCORE			100

11.5. PHASE 4: Price and B-BBEE

11.5.1. Price and B-BBEE will be evaluated per **Project number 15**

11.5.2. The bid will be awarded to the bidder with the highest points on price and B-BBEE per project on the condition that the bidder has met all phases of the evaluation criteria and complied with the tender requirements set out in the tender document.

11.5.3. The department reserves the right to negotiate prices that are not deemed market-related and not to award the tender to the bidder that tendered with the lowest price/achieved the highest points per Project.

11.5.4. The 80/20 or 90/10 as an appropriate preference point system will be used in the evaluation and adjudication of this tender per Project. However, it must be extended that the lowest acceptable tender per Project will be used to determine the applicable preference point system as per regulation (Section 3(a)(ii) of PPR 2017, which states: "If it is unclear which preference point system will be applicable, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system". Therefore, either 80 or 90 points, depending on the rand value of the tender, will be awarded to the bidder who offers the lowest price, and proportionately fewer points are awarded to those with higher prices. Either 20 or 10 points are then available as preference points for EMEs, QSEs, or B- BBEE contributors, as applicable.

- 11.5.5. Subject to sub-regulation 6(2) and 7(2) points will be awarded to a tenderer attaining a B-BBEE status level contributor in accordance with the table below:

PRICE	90	80
B-BBEE Status Level Contributor	Number of points	Number of points
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

- 11.5.6. The points scored by a tenderer in respect of the level of B-BBEE contribution contemplated in sub-regulation 6(2), 7(2) must be added to the points scored for the price as calculated in accordance with sub-regulation 6(1), 7(1) respectively.
- 11.5.7. Subject to regulation 11(1), the contract must be awarded to the tenderer who scores the highest total number of points.
- 11.5.8. 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.

12. BID SUBMISSION REQUIREMENTS

- 12.1. 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:
- 12.1.1. The service provider must draft a table of contents that will indicate where each document is in the proposal.
- 12.1.2. The proposal shall consist of one master original document and must clearly indicate the prices on the Price Breakdown in the prescribed format as per Annexure A for each Project Number the bidder has applied for.
- 12.1.3. The information in the CV of the proposed Project Manager/s should include relevant experience in the chosen area of expertise.
- 12.1.4. 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).

- 12.1.5. A detailed project plan and implementation with a 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 / project plan with a 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.
- 12.1.6. Standard bidding documents (SBD1, 4, 6.1, and SBD 3.3 with Annexure A – Price Breakdown).
- 12.1.7. Copy of Central Supplier Database (CSD) report and Tax Pin Certificate.
- 12.1.8. Programme/ Project Management approach with an action plan.
- 12.1.9. Bidder must provide proof of previous experience of key personnel that has both flying and spraying experience 3000 hours of flying experience on helicopters and 1000 hours of spraying experience in helicopters. The evidence can be in the form of previous projects done.
- 12.1.10. Pest control operators' certificate with P number from registrar: DALRRD (Act 36 of 1947).
- 12.1.11. Valid commercial pilot's license with the Civil Aviation Authority of South Africa (CAASA).
- 12.1.12. Proof/certificate that the bidder is registered under Part 127 of the Civil Aviation Regulations.
- 12.1.13. Bidder must prove that Helicopter accepted has a minimum lifting capacity of 300 kilograms (kg) of herbicide with a minimum spray swath of 18 metres. Specifications of the helicopter to be included in the bid.
- 12.1.14. Bidder (s) are required to demonstrate that they have the necessary resources and technical expertise to undertake and successfully complete the project: Technical Capability/expertise and track record of the proposed team to be assigned to the project.
- 12.1.15. Bidders may bid for one or more Project/s but **will be required to submit a separate bid for each Project Number (1 to 15)**. As a requirement, the tender number with description and details of the specific project with project name or habitat name and project number, bidding for must be clearly indicated on the front cover of the bid document.
- 12.1.16. A signed contract or letter of intent and commitment (on the letterhead) will be accepted as proof of sub-contracting arrangement with the EME/QSEs to be listed by the DFFE from the CSD.

13. LEGISLATIVE FRAMEWORK OF THE BID

13.1. Tax Legislation

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

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

13.2. Procurement Legislation

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

13.2.2. 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.

13.2.3. 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.

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

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

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

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

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

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

14. SPECIAL CONDITIONS OF CONTRACT

- 14.1. On appointment, the performance measures for the delivery of the agreed services will be closely monitored by the Project Manager.
- 14.2. The application of herbicides is governed by Act 36 of 1947 and thus there needs to be an appointed Pest Control Operator (PCO) in the project to oversee the spray operations.
- 14.3. The Service provider will need to comply with Section 21(i) or (c) requirements of the National Water Act and apply for a permit before the work commences and ensure that the risk assessment is done by a registered SACNASP scientist.
- 14.4. The herbicide used needs to comply with the EP Pesticide Policy.
- 14.5. Only polyethoxylated tallow amine-free glyphosate-based herbicides (GBHs) are permitted for use on this tender.
- 14.6. The service provider will submit monthly progress reports to the Project Manager as prescribed by the Department. Failure to submit the required reports on time will result in penalties and/or cancelation of the Contract. In preparation of tenders, bidders should take into account, the relevant resources needed and plan for the reporting requirements on the following, but not limited to:
 - a) Monthly operational performance against set targets annually and evidence.
 - b) Data management and custodianship (data storage systems) to ensure the Programmes performance is well recorded, captured, managed, and secured.
- 14.7. The DFFE will not be held responsible for any costs incurred by the service providers in the preparation, presentation, and submission of the proposal.
- 14.8. The Project Manager shall do the ongoing management of the Service Level Agreement (SLA).
- 14.9. The service provider must guarantee the presence of the Team Leader in charge of the programme throughout the duration of the contract.
- 14.10. All the conditions specified in the General Conditions of Contract (GCC) will apply and where the conditions in the special conditions of contract contradict the conditions in the general conditions of contract the special conditions of contract will prevail.
- 14.11. The service provider 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.
- 14.12. In the case a tenderer is intending to sub-contract a portion of work, such tenderer awarded a contract may only enter sub-contracting arrangements with the approval of the department.

- 14.13. Letter of Authority to sign documents on behalf of the company.
- 14.14. Any project proposals of more than 30 million must comply with the 30% sub-contracting agreement as per PPPFA. The contract above R30 million, the Department will apply subcontracting to advance designated groups as contemplated in sub-regulation (1), and the successful tenderer shall sub-contract a minimum of 30% of the value of the contract to-
 - a) An EME or QSE which is at least 51% owned by black people;
 - b) An EME or QSE which is at least 51% owned by black people who are youth; or
 - c) An EME or QSE which is at least 51% owned by black people are women; or
 - d) An EME or QSE which is at least 51% owned by black people with disabilities.
- 14.15. The responsibility to sub-contract with competent and capable sub-contractors rests with the main contractor/ supplier. Therefore, bidders submitting offers in excess of R30 million would be expected to submit a written commitment or undertaking by the tenderer or contractor to sub-contract in accordance with section 12.10.
- 14.16. Bidders failing to meet mandatory requirements, where applicable, will automatically be disqualified.
- 14.17. Service providers are requested to submit any of the following documents as proof of the 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 a B-BBEE certificate issued by the Companies and Intellectual Property Commission.
 - c) 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.
 - d) 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 its B-BBEE status level certificate.
 - e) 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 its 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.
 - f) 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.
- 14.18. Poor or non-performance by the bidder may result in the cancellation of works orders.

15. RISK MANAGEMENT

- 15.1. The service provider shall assess, identify, manage, and accept the vulnerability of the risk, including but not limited to wildland management risk, reputational risk, human health, property, environmental and social risk.
- 15.2. The service provider shall be required to compile a risk plan for risks associated with the project in the prescribed format for each financial year.

16. SUB-CONTRACTING CONDITIONS/ REQUIREMENTS

- 16.1. In the case a tenderer is intending to sub-contract a portion of work, such tenderer awarded a contract may only enter into sub-contracting arrangements with the approval of the Department.
- 16.2. In relation to a designated sector, a contractor will not be allowed to 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.
- 16.3. A tenderer will not be awarded the points claimed for B-BBEE BBEE status level of contribution or contract if it is indicated in the bid documents that such a bidder intends to subcontract 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.
- 16.4. The contractor is not allowed to sub-contract more than 25% of the contract value after awarding to another enterprise that does not have an 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.

17. PAYMENT TERMS

- 17.1. The DFFE undertakes to pay out in full or as per deliverables within thirty (30) 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 until that outstanding information is submitted.

18. TECHNICAL ENQUIRIES

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

Ms. Debbie Muir Specialist Programme Manager Cell: 082 462 1584 Email: dsharp@dfpe.gov.za	Ms. Ncumisa Mabece Deputy Director: Supply Chain Management Cell: 072 174 3480 Email: nmabece@dfpe.gov.za
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19. ANNEXURES

- 19.1. Annexure A - Price Breakdown
- 19.2. Annexure B - Project 1 - Roodekopjes, Hartebeespoort & Morula Sun Dams
- 19.3. Annexure C – Project 2 – Bon Accord, Hammanskraal and Roodeplaat Dams
- 19.4. Annexure D - Project 3 – Bronkhorstspuit, Wilge and Crocodile West Rivers
- 19.5. Annexure E – Project 4 – Middle Vaal River & Boskop Dam
- 19.6. Annexure F – Project 5 – Letaba and Selati Rivers
- 19.7. Annexure G – Project 6 – Upper Olifants River, Mpumalanga
- 19.8. Annexure H – Project 7 – Msunduzi and Umgeni Rivers
- 19.9. Annexure I – Project 8 – Wewe dam & Umdloti River
- 19.10. Annexure J – Project 9 – Sterkspruit/Shongweni & Umlazi River
- 19.11. Annexure K – Project 10 – Swartkops, Mtata, Nahoon & Bridlesdrift
- 19.12. Annexure L – Project 11 – Berg, Breede and Goukou Rivers
- 19.13. Annexure M – Project 12 – Bloemhof Dam
- 19.14. Annexure N – Project 13 – Lower Vaal River
- 19.15. Annexure O – Project 14 – Mthlathuze and Pongola Rivers
- 19.16. Annexure P – Project 15 – Aerial herbicide sub-lethal spray
- 19.17. Annexure Q- General Authorization

THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

July 2010

GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT
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NOTES

The purpose of this document is to:

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

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

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

TABLE OF CLAUSES

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental services
14. Spare parts
15. Warranty
16. Payment
17. Prices
18. Contract amendments
19. Assignment
20. Subcontracts
21. Delays in the supplier's performance
22. Penalties
23. Termination for default
24. Dumping and countervailing duties
25. Force Majeure
26. Termination for insolvency
27. Settlement of disputes
28. Limitation of liability
29. Governing language
30. Applicable law
31. Notices
32. Taxes and duties
33. National Industrial Participation Programme (NIPP)
34. Prohibition of restrictive practices

General Conditions of Contract

1. Definitions

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

RSA.

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

obligations of the supplier covered under the contract.

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

2. Application

2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.

2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.

2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.

3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

4. Standards

4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.

5. Use of contract documents and information; inspection.

5.1 The supplier shall not, without the purchaser’s prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

5.2 The supplier shall not, without the purchaser’s prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.

5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier’s performance under the contract if so required by the purchaser.

5.4 The supplier shall permit the purchaser to inspect the supplier’s records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.

7. Performance security

- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
 - (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
 - (b) a cashier's or certified cheque
- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8. Inspections, tests and analyses

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or

analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. Packing

9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

10.1 Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.

10.2 Documents to be submitted by the supplier are specified in SCC.

11. Insurance

11.1 The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.

12. Transportation

12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.

13. Incidental services

13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

14. Spare parts

14.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:

- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
- (b) in the event of termination of production of the spare parts:
 - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.

15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.

15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take

such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

- 16. Payment**
- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.
- 17. Prices**
- 17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.
- 18. Contract amendments**
- 18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.
- 19. Assignment**
- 19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.
- 20. Subcontracts**
- 20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.
- 21. Delays in the supplier's performance**
- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the

supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.

21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

23. Termination for default

23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:

- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
- (b) if the Supplier fails to perform any other obligation(s) under the contract; or
- (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.

23.4 If a purchaser intends imposing a restriction on a supplier or any

person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.

23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:

- (i) the name and address of the supplier and / or person restricted by the purchaser;
- (ii) the date of commencement of the restriction
- (iii) the period of restriction; and
- (iv) the reasons for the restriction.

These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.

23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

24. Anti-dumping and countervailing duties and rights

24.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which

may be due to him

25. Force Majeure

- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

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

27. Settlement of Disputes

- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
 - (b) the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of liability

- 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

- (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
- 29. Governing language** 29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
- 30. Applicable law** 30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
- 31. Notices** 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
- 32. Taxes and duties** 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
- 33. National Industrial Participation Programme (NIP)** 33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
- 34 Prohibition of Restrictive practices** 34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
- 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

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



DEPARTMENT OF FORESTRY, FISHERIES AND THE ENVIRONMENT

BAS ENTITY MAINTENANCE FORM

Head Office Only

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

The Director General

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

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

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

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

Please ensure information is validate as per required bank screens .

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

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

Company / Personal Details

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

Address Detail

	Physical	Postal
Address <small>(Compulsory if Supplier)</small>		
Postal Code	[][][][]	[][][][]

New Detail

New Supplier information
 Update Supplier information

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

Department Number

Supplier Account Details (To be Verified by the bank)

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

Account Name

Account Number

Branch Name

Branch Number

Bank screen info

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

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

ID Number

Passport Number

Company Registration Number / /

*CC Registration

Bank Stamp

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

Supplier Contact Details

Business

Area Code Telephone Number Extension

Home

Area Code Telephone Number Extension

Fax

Area Code Fax Number

Cell

Cell Code Cell Number

Email Address

Contact Person:

Supplier Signature

Print Name

/ /

Date (dd/mm/yyyy)

NB: All relevant fields must be completed