



## environment, forestry & fisheries

Department: Environment, Forestry  
and Fisheries  
REPUBLIC OF SOUTH AFRICA

# INVITATION TO BID

## BID REFERENCE NUMBER: E1590

TO APPOINT SERVICE PROVIDERS (SPS) ON 36 MONTH CONTRACTS DURING THE 2021/22-2023/24 MEDIUM TERM EXPENDITURE FRAMEWORK (MTEF) WINDOW PERIOD TO ASSIST THE DEPARTMENT OF ENVIRONMENT, FORESTRY AND FISHERIES (DEFF) WITH THE IMPLEMENTATION OF THE NATURAL RESOURCES MANAGEMENT (NRM) PROGRAMMES' JOB CREATION, CAPACITY BUILDING AND DEVELOPMENT PROJECTS.

### Contact persons:

Name: Ms Tapiwa Puling / Ms Dudu Soginga /Mr Nceba Ngcobo

Telephone No.: 083 572 1550/082 467 2667/083 451 2154

E-Mail: [puling@environment.gov.za](mailto:puling@environment.gov.za)/ [dsoginga@environment.gov.za](mailto:dsoginga@environment.gov.za)/ [nngcobo@environment.gov.za](mailto:nngcobo@environment.gov.za)

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

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

**CLOSING DATE OF THE BID: 23 DECEMBER 2020 AT 11H00**

## PART A INVITATION TO BID

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)</b>					
BID NUMBER:	E1590	CLOSING DATE:	23 DECEMBER 2020	CLOSING TIME:	11:00
DESCRIPTION	<b>TO APPOINT SERVICE PROVIDERS (SPS) ON 36 MONTH CONTRACTS DURING THE 2021/22-2023/24 MEDIUM TERM EXPENDITURE FRAMEWORK (MTEF) WINDOW PERIOD TO ASSIST THE DEPARTMENT OF ENVIRONMENT, FORESTRY AND FISHERIES (DEFF) WITH THE IMPLEMENTATION OF THE NATURAL RESOURCES MANAGEMENT (NRM) PROGRAMMES' JOB CREATION, CAPACITY BUILDING AND DEVELOPMENT PROJECTS.</b>				
<b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)</b>					
DEPARTMENT OF ENVIRONMENT, FORESTRY AND FISHERIES 14 LOOP STREET, CAPE TOWN, 8001					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>			<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>		
CONTACT PERSON	Mr Koketso Moeng or Mr Samuel Mofokeng		CONTACT PERSON	Ms Tapiwa Puling / Ms Dudu Soginga /Mr Nceba Ngcobo	
TELEPHONE NUMBER	012 399 9080/9057		TELEPHONE NUMBER	083 572 1550/082 467 2667/083 451 2154	
FACSIMILE NUMBER	N/A		FACSIMILE NUMBER	N/A	
E-MAIL ADDRESS	kmoeng@environment.gov.za/ Smofokeng@environment.gov.za		E-MAIL ADDRESS	puling@environment.gov.za/ dsoginga@environment.gov.za/ nngcobo@environment.gov.za	
<b>SUPPLIER INFORMATION</b>					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <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	
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [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 ]	
<b>QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
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**

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

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

SIGNATURE OF BIDDER: .....

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

DATE: .....

**PRICING SCHEDULE**  
**(Professional Services)**

NAME OF BIDDER: .....	BID NO: E1590
CLOSING TIME 11h00	CLOSING DATE: 23 DECEMBER 2020

OFFER TO BE VALID FOR .....90.....DAYS FROM THE CLOSING DATE OF BID.

**DESCRIPTION: TO APPOINT SERVICE PROVIDERS (SPS) ON 36 MONTH CONTRACTS DURING THE 2021/22-2023/24 MEDIUM TERM EXPENDITURE FRAMEWORK (MTEF) WINDOW PERIOD TO ASSIST THE DEPARTMENT OF ENVIRONMENT, FORESTRY AND FISHERIES (DEFF) WITH THE IMPLEMENTATION OF THE NATURAL RESOURCES MANAGEMENT (NRM) PROGRAMMES' JOB CREATION, CAPACITY BUILDING AND DEVELOPMENT 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.....

Name of Bidder: .....

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

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 Environmental Affairs

**Contact Person: Mr Samuel Mofokeng / Mr Koketso Moeng**

**Tel: (012) 399 9057 or (012) 399 9080**

**E-mail: [SMofokeng@environment.gov.za](mailto:SMofokeng@environment.gov.za) or [kmoeng@environment.gov.za](mailto:kmoeng@environment.gov.za)**

Or for technical information –

**Name: Ms Tapiwa Puling / Ms Dudu Soginga /Mr Nceba Ngcobo**

**Telephone No.: 083 572 1550/082 467 2667/083 451 2154**

**E-Mail: [puling@environment.gov.za](mailto:puling@environment.gov.za)/ [dsoginga@environment.gov.za](mailto:dsoginga@environment.gov.za)/ [nngcobo@environment.gov.za](mailto:nngcobo@environment.gov.za)**

## SBD 4

## DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state<sup>1</sup>, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes an advertised competitive bid, a limited bid, a proposal or written price quotation). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-
  - the bidder is employed by the state; and/or
  - the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.
2. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**
  - 2.1 Full Name of bidder or his or her representative: .....
  - 2.2 Identity Number:.....
  - 2.3 Position occupied in the Company (director, trustee, shareholder<sup>2</sup>, member):  
.....
  - 2.4 Registration number of company, enterprise, close corporation, partnership agreement or trust:  
.....
  - 2.5 Tax Reference Number: .....
  - 2.6 VAT Registration Number: .....
  - 2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / PERSAL numbers must be indicated in paragraph 3 below.

<sup>1</sup>"State" means –

- (a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
- (b) any municipality or municipal entity;
- (c) provincial legislature;
- (d) national Assembly or the national Council of provinces; or
- (e) Parliament.

<sup>2</sup>"Shareholder" means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.

2.7 Are you or any person connected with the bidder presently employed by the state? YES / NO

2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member: .....  
Name of state institution at which you or the person connected to the bidder is employed : .....  
Position occupied in the state institution: .....

Any other particulars:  
.....  
.....  
.....

2.7.2 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector? YES / NO

2.7.2.1 If yes, did you attach proof of such authority to the bid document? YES / NO

(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.

2.7.2.2 If no, furnish reasons for non-submission of such proof:

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

2.8 Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months? YES / NO

2.8.1 If so, furnish particulars:

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

2.9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid? YES / NO

2.9.1 If so, furnish particulars.

.....





4 DECLARATION

I, THE UNDERSIGNED (NAME).....

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT.  
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME 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 **exceed/not exceed** R50 000 000 (all applicable taxes included) and therefore the preference point system shall be applicable
- b) Either the 80/20 or 90/10 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:

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

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

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

**2. DEFINITIONS**

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section



2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

**5. BID DECLARATION**

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

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

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

<b>OR</b>		
Any EME		
Any QSE		

**8. DECLARATION WITH REGARD TO COMPANY/FIRM**

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

**8.4 TYPE OF COMPANY/ FIRM**

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

**8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

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

**8.6 COMPANY CLASSIFICATION**

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

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

8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a

fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –

- (a) disqualify the person from the bidding process;
- (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution.

WITNESSES
1. ....
2. ....

..... SIGNATURE(S) OF BIDDERS(S)
DATE: .....
ADDRESS .....
.....
.....

## DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Standard Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be disregarded if that bidder, or any of its directors have-
  - a. abused the institution's supply chain management system;
  - b. committed fraud or any other improper conduct in relation to such system; or
  - c. failed to perform on any previous contract.
- 4 **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

Item	Question	Yes	No
4.1	<p>Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?</p> <p><b>(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</b></p> <p>The Database of Restricted Suppliers now resides on the National Treasury's website(<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) and can be accessed by clicking on its link at the bottom of the home page.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	<p>Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?</p> <p><b>The Register for Tender Defaulters can be accessed on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</b></p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	<p>Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	<p>Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>

4.4.1	If so, furnish particulars:
-------	-----------------------------

**SBD 8**

**CERTIFICATION**

**I, THE UNDERSIGNED (FULL NAME).....  
CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION  
FORM IS TRUE AND CORRECT.**

**I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT,  
ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION  
PROVE TO BE FALSE.**

.....  
**Signature**

.....  
**Date**

.....  
**Position**

.....  
**Name of Bidder**

Js365bW



**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

- 1 This Standard Bidding Document (SBD) must form part of all bids<sup>1</sup> invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).<sup>2</sup> Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
  - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
  - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
- 4 This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

<sup>1</sup> Includes price quotations, advertised competitive bids, limited bids and proposals.

<sup>2</sup> Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid:

\_\_\_\_\_

(Bid Number and Description)

in response to the invitation for the bid made by:

\_\_\_\_\_

(Name of Institution)

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: \_\_\_\_\_ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
  - (a) has been requested to submit a bid in response to this bid invitation;
  - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
  - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - (a) prices;
  - (b) geographical area where product or service will be rendered (market allocation)
  - (c) methods, factors or formulas used to calculate prices;
  - (d) the intention or decision to submit or not to submit, a bid;
  - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
  - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. 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.

<sup>3</sup> Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

**SBD 9**

10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

Js914w 2



## environment, forestry & fisheries

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

THE DEPARTMENT OF ENVIRONMENT, FORESTRY AND FISHERIES (DEFF) 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 SERVICE PROVIDERS (SPS) ON 36 MONTH CONTRACTS DURING THE 2021/22-2023/24 MEDIUM TERM EXPENDITURE FRAMEWORK (MTEF) WINDOW PERIOD TO ASSIST THE DEPARTMENT OF ENVIRONMENT, FORESTRY AND FISHERIES (DEFF) WITH THE IMPLEMENTATION OF THE NATURAL RESOURCES MANAGEMENT (NRM) PROGRAMMES' JOB CREATION, CAPACITY BUILDING AND DEVELOPMENT PROJECTS.

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## 1. PURPOSE

To appoint Service Providers (SPs) on 36 month contracts during the 2021/22-2023/24 Medium Term Expenditure Framework (MTEF) window period to assist the Department of Environment, Forestry and Fisheries (DEFF) with the implementation of the Natural Resources Management (NRM) Programmes' Job creation, Capacity Building and Development projects.

## 2. INTRODUCTION AND BACKGROUND

2.1 The Expanded Public Works Programme (EPWP) was adopted by the South African government in 2004 in line with the broader strategy of addressing structural poverty in South Africa (DEA, 2014). It is a nationwide government-led initiative aimed at drawing a significant number of unemployed South Africans into productive work in a manner that would enable them to gain skills and increase their capacity to earn income. The EPWP advances the principle of government expenditure, across all three spheres, to provide employment opportunities and skills development to the unemployed. The Department of Environment, Forestry, Fisheries (DEFF) has implemented the Natural Resource Management (NRM) Programme and Environmental Protection and Infrastructure Programme (EPIP) which are in line with the EPWP through seeking ways to address environmental challenges as per the Department's strategic objectives.

2.2 The NRM Programmes contribute to investments in the rehabilitation and maintenance of natural resources to enhance the security and delivery of biodiversity and ecosystem services and to improve socio-economic benefits within the environmental sector public employment programmes through the Environmental Programmes (EP) Branch's participation in the government's EPWP. The NRM Programmes address the threats to the productive use of land and water, the functioning of natural systems, by alien invasive species, wildfires and land degradation, as well as the opportunities for forestry enterprises and value-added industries (including fibre and furniture production), whilst ensuring meaningful livelihood opportunities are supported for those employed in doing this work.

2.3 The process is guided by the following pieces of Legislation, Regulations, Directives and Strategies:

- The Constitution of South Africa, 1996;
- The National Environmental Management Act (Act 107 of 1998);
- The National Environmental Management: Biodiversity Act (Act 10 of 2004) and applicable regulations;

- National Veld and Forest Fire Act (Act 101 of 1998);
- Disaster Management Act (57 of 2002);
- National Water Act (Act 36 of 1998);
- National Forests Act (Act 84 of 1998);
- Conservation of Agricultural Resources Act (Act 46 of 87)
- Mountain Catchment Areas Act (Act 76 of 1981);
- National Development Plan (NDP) 2030;
- The Public Finance Management Act No 1 of 1999 and the Treasury Regulations issued in terms thereof;
- Basic Conditions of Employment Act 75 of 1997 (Ministerial Determination 4: Expanded Public Works Programme);
- Basic Conditions of Employment Act 75 of 1997: Code of Good Practice and conditions of work for Expanded Public Works Programme;
- The Broad-Based Black Economic Empowerment Act No 53 of 2003, the Strategy and the Codes of Good Practice obtainable at [www.dti.gov.za](http://www.dti.gov.za);
- Preferential Procurement Policy Framework Act (PPPFA) Act 5 of 2000;
- The Prevention and Combating of Corrupt Activities Act, 2004 (Act No 12 of 2004);
- Fertilisers, Farm Feeds, Agricultural Remedies and Stock Remedies Act 36 of 1947;
- Hazardous Substances Control Act 15 of 1973
- National Treasury Regulation 16A6.3, issued in terms of the Public Finance Management Act

Related Strategies:

- National Biodiversity Strategy and Action Plan
- National Climate Change Adaptation Strategy
- Ecosystem-based Adaptation Strategy
- NRM Strategy on Job Creation and Development Projects
- National Alien Invasive Species Strategy

Other relevant pieces of legislation that may impact the implementation process of NRM are:

- The Skills Development Act, (Act No. 97 of 1998) and the Skills Development Amendment Act, 2011 (Act No. 26 of 2011);
- The Reconstruction and Development Programme Fund Act, 1994 (Act No. 7 of 1994) and the Reconstruction and Development Programme Fund Amendment Act, 1998 (Act No. 79 of 1998);



- Construction Industry Development Board Act, 2000 (Act No. 38 of 2000);
- Engineering Profession Act, 2000 (Act No.46 of 2000);
- Occupational Health and Safety Act, 1993 (Act No. 85 of 1993);
- Quantity Surveying Profession Act, 2000 (Act No. 49 of 2000);
- The Architectural Profession Act, 2000 (Act No. 44 of 2000);
- Landscape Architectural Professions Act, 2000 (Act No. 45 of 2000); and
- The National Small Enterprise Act No, 1996 (Act No. 102 of 1996).
- The South African Qualifications Authority Act of 1995
- The National Qualifications Framework Act of 2008 and the NQF Amendment Act (Act No.12 of 2019)
- Employment Equity Act, 1998 (Act No. 55 of 1998)

2.4 The NRM Programmes target certain categories of people, specifically, the previously disadvantaged, i.e. women, youth and people with disabilities.

#### 2.5 Information Sessions for interested parties

- NRM will arrange information sessions for interested parties. The attendance of one of these sessions is compulsory. Tender documents will be explained during these sessions.
- Virtual information sessions will be held via Microsoft Teams in all nine provinces throughout the country for interested parties to attend as follows;

- Gauteng: 30 Nov at 09:00 – 16:00. Use MS Teams link below:

[https://teams.microsoft.com/l/meetup-join/19%3ameeting\\_NjhjNGNhZjQtNjNiMi00YmE2LTNmNGYtNDNkN2NINDcwZjly%40thread.v2/0?context=%7b%22Tid%22%3a%224ce253e7-3961-428c-ab62-1f96cf3a9fd9%22%2c%22Oid%22%3a%2249654fa8-72e9-4fd6-9964-8ce4974ba027%22%7d](https://teams.microsoft.com/l/meetup-join/19%3ameeting_NjhjNGNhZjQtNjNiMi00YmE2LTNmNGYtNDNkN2NINDcwZjly%40thread.v2/0?context=%7b%22Tid%22%3a%224ce253e7-3961-428c-ab62-1f96cf3a9fd9%22%2c%22Oid%22%3a%2249654fa8-72e9-4fd6-9964-8ce4974ba027%22%7d)

- KwaZulu-Natal: 30 Nov at 09:00 – 16:00. Use MS Teams link below:  
[https://teams.microsoft.com/l/meetup-join/19%3ameeting\\_MjMxNDE1ZTAtMWUwZC00ZTZILThjMDktNmFmYzI3ODAwODQx%40thread.v2/0?context=%7b%22Tid%22%3a%224ce253e7-3961-428c-ab62-1f96cf3a9fd9%22%2c%22Oid%22%3a%2249654fa8-72e9-4fd6-9964-8ce4974ba027%22%7d](https://teams.microsoft.com/l/meetup-join/19%3ameeting_MjMxNDE1ZTAtMWUwZC00ZTZILThjMDktNmFmYzI3ODAwODQx%40thread.v2/0?context=%7b%22Tid%22%3a%224ce253e7-3961-428c-ab62-1f96cf3a9fd9%22%2c%22Oid%22%3a%2249654fa8-72e9-4fd6-9964-8ce4974ba027%22%7d)
  
- Western Cape: 1 Dec at 09:00 – 16:00. Use MS Teams link below:  
[https://teams.microsoft.com/l/meetup-join/19%3ameeting\\_YjY3ZGVkYTYtNWRmYS00NDI5LTlmYjctN2FjNzU1NjEwNwVI%40thread.v2/0?context=%7b%22Tid%22%3a%224ce253e7-3961-428c-ab62-1f96cf3a9fd9%22%2c%22Oid%22%3a%2249654fa8-72e9-4fd6-9964-8ce4974ba027%22%7d](https://teams.microsoft.com/l/meetup-join/19%3ameeting_YjY3ZGVkYTYtNWRmYS00NDI5LTlmYjctN2FjNzU1NjEwNwVI%40thread.v2/0?context=%7b%22Tid%22%3a%224ce253e7-3961-428c-ab62-1f96cf3a9fd9%22%2c%22Oid%22%3a%2249654fa8-72e9-4fd6-9964-8ce4974ba027%22%7d)
  
- Limpopo: 1 Dec at 09:00 – 16:00. Use MS Teams link below:  
[https://teams.microsoft.com/l/meetup-join/19%3ameeting\\_ZDkzMTksY5NGYtOWQ1Yi00ZTg2LWEwZGMtNDFIOTdkOGQ4ZGUw%40thread.v2/0?context=%7b%22Tid%22%3a%224ce253e7-3961-428c-ab62-1f96cf3a9fd9%22%2c%22Oid%22%3a%2249654fa8-72e9-4fd6-9964-8ce4974ba027%22%7d](https://teams.microsoft.com/l/meetup-join/19%3ameeting_ZDkzMTksY5NGYtOWQ1Yi00ZTg2LWEwZGMtNDFIOTdkOGQ4ZGUw%40thread.v2/0?context=%7b%22Tid%22%3a%224ce253e7-3961-428c-ab62-1f96cf3a9fd9%22%2c%22Oid%22%3a%2249654fa8-72e9-4fd6-9964-8ce4974ba027%22%7d)
  
- Mpumalanga: 2 Dec at 09:00 – 16:00. Use MS Teams link below:  
[https://teams.microsoft.com/l/meetup-join/19%3ameeting\\_ZTE4ZTMxOTQtODdkMS00MDJhLWI2NTYtM2I4MGUxZTQ3NWQ2%40thread.v2/0?context=%7b%22Tid%22%3a%224ce253e7-3961-428c-ab62-1f96cf3a9fd9%22%2c%22Oid%22%3a%2249654fa8-72e9-4fd6-9964-8ce4974ba027%22%7d](https://teams.microsoft.com/l/meetup-join/19%3ameeting_ZTE4ZTMxOTQtODdkMS00MDJhLWI2NTYtM2I4MGUxZTQ3NWQ2%40thread.v2/0?context=%7b%22Tid%22%3a%224ce253e7-3961-428c-ab62-1f96cf3a9fd9%22%2c%22Oid%22%3a%2249654fa8-72e9-4fd6-9964-8ce4974ba027%22%7d)

- Free-State: 2 Dec at 09:00 – 16:00. Use MS Teams link below:  
[https://teams.microsoft.com/l/meetup-join/19%3ameeting\\_ZTViODBINjQtYmYwNC00MzBILThhNjltOGM2NGQ0NGI4NTFk%40thread.v2/0?context=%7b%22Tid%22%3a%224ce253e7-3961-428c-ab62-1f96cf3a9fd9%22%2c%22Oid%22%3a%2249654fa8-72e9-4fd6-9964-8ce4974ba027%22%7d](https://teams.microsoft.com/l/meetup-join/19%3ameeting_ZTViODBINjQtYmYwNC00MzBILThhNjltOGM2NGQ0NGI4NTFk%40thread.v2/0?context=%7b%22Tid%22%3a%224ce253e7-3961-428c-ab62-1f96cf3a9fd9%22%2c%22Oid%22%3a%2249654fa8-72e9-4fd6-9964-8ce4974ba027%22%7d)
- North West: 3 Dec at 09:00 – 16:00. Use MS Teams link below:  
[https://teams.microsoft.com/l/meetup-join/19%3ameeting\\_YWVvYjcyYjYtOWM0Ny00Y2NkLTkzZWMTNmE3MDQ5MzE2MDI1%40thread.v2/0?context=%7b%22Tid%22%3a%224ce253e7-3961-428c-ab62-1f96cf3a9fd9%22%2c%22Oid%22%3a%2249654fa8-72e9-4fd6-9964-8ce4974ba027%22%7d](https://teams.microsoft.com/l/meetup-join/19%3ameeting_YWVvYjcyYjYtOWM0Ny00Y2NkLTkzZWMTNmE3MDQ5MzE2MDI1%40thread.v2/0?context=%7b%22Tid%22%3a%224ce253e7-3961-428c-ab62-1f96cf3a9fd9%22%2c%22Oid%22%3a%2249654fa8-72e9-4fd6-9964-8ce4974ba027%22%7d)
- Northern Cape: 3 Dec at 09:00 – 16:00. Use MS Teams link below:  
[https://teams.microsoft.com/l/meetup-join/19%3ameeting\\_MzQwZjUyN2QtMTlhOC00ODYyLTg3ZGMtMDYwZjMzY2Y5NDYw%40thread.v2/0?context=%7b%22Tid%22%3a%224ce253e7-3961-428c-ab62-1f96cf3a9fd9%22%2c%22Oid%22%3a%2249654fa8-72e9-4fd6-9964-8ce4974ba027%22%7d](https://teams.microsoft.com/l/meetup-join/19%3ameeting_MzQwZjUyN2QtMTlhOC00ODYyLTg3ZGMtMDYwZjMzY2Y5NDYw%40thread.v2/0?context=%7b%22Tid%22%3a%224ce253e7-3961-428c-ab62-1f96cf3a9fd9%22%2c%22Oid%22%3a%2249654fa8-72e9-4fd6-9964-8ce4974ba027%22%7d)
- Eastern Cape: 4 Dec at 09:00 – 16:00. Use MS Teams link below:  
[https://teams.microsoft.com/l/meetup-join/19%3ameeting\\_NDk1MjQzMDYtNDg1My00M2E4LTIIYzAtMmM5MTFmYWlxZGU2%40thread.v2/0?context=%7b%22Tid%22%3a%224ce253e7-3961-428c-ab62-1f96cf3a9fd9%22%2c%22Oid%22%3a%2249654fa8-72e9-4fd6-9964-8ce4974ba027%22%7d](https://teams.microsoft.com/l/meetup-join/19%3ameeting_NDk1MjQzMDYtNDg1My00M2E4LTIIYzAtMmM5MTFmYWlxZGU2%40thread.v2/0?context=%7b%22Tid%22%3a%224ce253e7-3961-428c-ab62-1f96cf3a9fd9%22%2c%22Oid%22%3a%2249654fa8-72e9-4fd6-9964-8ce4974ba027%22%7d)
- Interested parties that could not attend any of the above-mentioned virtual information sessions held between 30 Nov and 4 Dec, will have an opportunity to visit a NRM/Departmental office to view the recording of the regional information session as follows;
  - Gauteng: 7 Dec at 09:00 – 16:00 (venue: Environment House, 473 Steve Biko, Arcadia)
  - Western Cape: 7 Dec at 09:00 – 16:00 (venue: 14 Loop Street, Cape Town)
  - KwaZulu-Natal: 8 Dec at 09:00 – 16:00 (venue: R103, Midmar Dam Wall, Midmar, Howick)

- Mpumalanga: 8 Dec at 09:00 – 16:00 (Valencia Community Hall, 11 Delphinium Street, Nelindia, Nelspruit)
  - Limpopo: 9 Dec at 09:00 – 16:00 (venue: 2<sup>nd</sup> floor boardroom, LEDET office, 19 Biccard street, Polokwane)
  - Eastern Cape: 9 Dec at 09:00 – 16:00 (venue: 3 - 33 Phillip Frame Road, Waverly Park, Cambridge, East London)
  - Free-State: 10 Dec at 09:00 – 16:00 (venue: 49 Charlotte Maxeke Street (Maitland), Fedsure Building, 3rd Floor, Bloemfontein)
  - North West: 10 Dec at 09:00 – 16:00 (venue: 38F Tom Street, Brits)
  - Northern Cape: 11 Dec at 09:00 – 16:00 (venue: 28 Central Road, Beaconsfield, Kimberley)
- Interested parties may contact the relevant NRM officials indicated in “Section 13: Technical Enquiries” of this document if/where needed.

### **3. OBJECTIVES**

3.1 The NRM Programmes objectives are:

- To enhance the rehabilitation and maintenance of degraded ecosystems and the delivery of ecosystem goods and services;
- Job creation & Economic Development;
- Skills development; and
- Strengthening support for SMMEs.

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

4.1 The NRM Programmes are developed, planned and implemented in the following five focus areas:

- Working for Water (WfW) - The Programme aims to improve the integrity of natural resources by preventing the introduction of new invasive species and the management of the impact of established alien invasive species.
- Sustainable Forest Management & development of Forest Enterprises (Working for Forests) and Value-Added Industries (VAI) - The Programme promotes the conversion of invading alien plant stands, degraded Category B & C plantations and indigenous forests, into utilisable resources for

meeting basic community, needs as well as sustainable forestry land-use practices. The Programme seeks to make optimal use of the biomass cleared through the NRM Programmes, mulch, generation, production of school desks, eco-coffins, composite and other fibre-based products for building and rehabilitation work, and bio-renewable energy.

- Working for Ecosystems (WfEco) - The Programme aims to rehabilitate the composition, structure and function of degraded land, thereby enhancing ecosystem functioning, such as carbon sequestration, water regulation and purification.
- Working for Wetlands (WfWet) - The Programme focuses on the protection, promotion of wise-use and rehabilitation of wetlands in a manner that maximises employment creation, supports small businesses and transfers relevant and marketable skills to beneficiaries. Wetlands are our natural assets and natural infrastructure able to provide a range of products, functions and services, free of charge, but not free of care. Wetland conservation work aims to improve the condition and functioning of wetland ecosystems, and address both causes and effects of degradation.
- Working on Fire (WoF) - The Programme aims to enhance the sustainability and protection of life, livelihoods, ecosystem services and natural processes through integrated fire management.

## 4.2 NRM Priority/Focal Areas

### 4.2.1 Identification of Priority/Focal Areas

The NRM Chief Directorate engages in several processes to refine and highlight the various priority investment areas. The criteria utilised is ultimately shaped around the outcomes the NRM Programmes are targeted to achieve.

The table below summarises the current aspects taken into account to identify areas where priority NRM interventions are required. The level and scale at which we roll out NRM interventions at a site-specific scale are done through defining Management Units (MUs). It is important to note that NRM engages with several institutions to update and review priorities on an ongoing basis as better baseline information comes to light.

<i>Natural resource management priorities</i>	<i>Description</i>
1. Biodiversity	<p>This criterion highlights areas within the landscape that are significant for biodiversity conservation and meeting national biodiversity targets.</p> <p>Terrestrial biodiversity is represented by Protected Areas and Critical Biodiversity Areas; aquatic biodiversity is represented by priority rivers and wetlands.</p>
2. Ecosystem-based Climate Change Mitigation and Adaptation	<p>Ecosystem-based climate change Mitigation criterion is intended to highlight management units with high values of carbon derived from above and below ground carbon stocks in vegetation (herbaceous and woody).</p> <p>Ecosystem-based climate change adaptation criterion is represented by climate change resilient areas that have the ability to absorb change and re-organise themselves to retain their ecological functioning. Keeping these areas in a natural or near-natural state will help ecosystems and species to adapt naturally to climate change, thus supporting ecologically healthy landscapes and the ability of ecosystems to continue to provide a range of ecosystem services.</p> <p>Improving the resilience of communities dependent on the natural environment to withstand the impacts of climate change. These would include water resources, areas of high dependence on grazing for livestock, nature-based tourism and fibre products such as fuel-wood, building material, timber, thatch, and flowers.</p>
3. Watershed services	<p>The watershed services criterion seeks to highlight areas in the landscape with high volumes of water supply. The Strategic Water Source Areas (SWSAs) identified by the CSIR was used as the primary data set to inform water supply across the landscape. SWSAs are defined as areas that contribute 50% of the region's Mean Annual Rainfall (MAR) and occupy about 8% of the land area. Over and above the SWSAs this criterion will also consider vulnerability to natural disasters, more specifically droughts and floods to mitigate against these.</p>

4. Fire Risk and vulnerability	The Fire hazard criterion ranks quaternary catchments according to fire return interval periods experienced by the dominant vegetation types. Management units with higher fire risk will be identified as a priority as these will need to be addressed by the working for ecosystems programme.
5. Problem Species (Alien Invasive Species & bush encroachment) and Erosion	This criterion is intended to identify areas with high levels of alien infestation and bush encroachment, as well as areas that have the potential for invasion. The erosion control criterion refers to the contribution to preventing the loss of topsoil, rill and gully formation, and reduction in sediments entering water resources. This criterion is intended to identify management units that reduce sedimentation or addresses impacts related to erosion. The Erosion Control criterion was based largely on the area of erosion occurring within each quaternary catchment.

The EPWP provides the basis against which the NRM programmes aims to ensure the provision of decent work and sustainable livelihoods with a specific focus on integrated landscape management that supports resilient communities and the environment. Therefore, the programmes aim to target households in line with the EPWP principals on poverty and unemployment at local municipal level.

#### 4.2.2 Mapping of NRM Priority Focal Areas

NRM developed a map (see Annexure A) that illustrates the different priority focal areas, which will be updated by as and when required. Bidders will be asked to locate their intended intervention within these priority catchments and based on the specifics of the intervention their proposal will contain the required detail that can adequately be evaluated. The proposal will highlight their knowledge, capability and expertise to undertake these interventions. Bidders are reminded that their proposed projects contemplated within NRM priority catchments, need to take into account that these catchments do cover vast areas. The cost implications of locating project interventions that will be agreed to in the final planning for inclusion in the agreed contract with the Department, will need to be factored into their proposed budgets.

Once the appointed SP's proposal has been approved, a detailed engagement to ensure an operational plan, including the mapping of the proposed intervention, is in place for the full duration

of the contract period. This is to ensure the necessary detailed plans are in place to ensure an effective project intervention is implemented and the work of the SP ties in with the larger management plans of NRM. This will also allow negotiation of changes were there to be natural disasters or other unplanned events in the planned areas that will have a material effect on the intended intervention proposed.

#### 4.3 Prioritisation of Single Species

Single species are not managed geographically but at a species level according to the objectives within the specific species National Strategies and Specie Management plans as follows;

- 1a Species (refer to Annexure B) - these are managed at a species level and the entire population of the species is targeted for eradication.
- 1b Species (refer to Annexure B) - prioritised 1b species are managed according to national management strategies and plans. The objective per management area is set out in the strategy and management plan.

4.4 NRM Programmes undertake labour-intensive work which is environmentally related in its nature. All NRM projects are divided into two sections namely; i) NRM Field Operational Projects and ii) Operational Support, Planning, Development, and Capacity Building Projects;

##### i) NRM Field Operations Projects;

NRM field operations projects implement projects in support of the focus areas of the NRM Programmes outlined above, and are implemented through the following approaches:

- Implementation of respective category/categories by government agencies – These are projects where the majority of the activities are funded by the Department itself.
- Implementation of the respective category/categories in collaboration with private entities – These are projects where there is a contribution by the private entities (through value-added industries, land user and/or other contributions) either in kind, logistical, infrastructure, capital equipment or financial.

##### ii) Operational Support, Planning, Development, and Capacity Building;

These include projects relating to the development, capacity building and training projects in support of the focus areas of the NRM Programmes:

- These are projects including development of strategies and tools to assist with spatial and non-spatial planning for the sector, prioritisation, monitoring of operations in terms of



achievement of intended outcomes and impacts to improve delivery within the larger sector, tertiary capacity building, and training projects.

- The implementation of these projects is done through government agencies, research institutions, academic institutions, private entities, and NGOs.
- These activities will be facilitated against the backdrop of ensuring effective youth employment and capacity building foci are embedded in the proposed Service Provider interventions.

4.5 The overall budget allocation per project will be determined by the Department based on the need for maintaining current investments in addition to geographical and functional priorities during the finalization of the Project Scope (three-year period).

4.6 There are 14 different categories of NRM projects in total that are divided into the two sections mentioned in 4.4 above;

i) NRM Field Operations Projects:

1. Alien Invasive Plants, Bush Encroachment and Sustainable Forestry Projects, including Ecosystem Monitoring and the wise-use of natural resources.
2. Landscape and Wetland Rehabilitation Projects including repairing of degraded landscapes and wetlands using soft options with minimal engineering needs.
3. Landscape and Wetland Rehabilitation Projects with hard structures, inclusive of detailed designs based on engineering inputs, appropriate legislative authorisations and implementation.
4. High angle (high altitude and steep slopes) and intermediate clearing of alien and invasive plants.
5. Mechanised clearing and harvesting of large size timber from riparian zones and other accessible areas.
6. Value Added Industries: Saw milling, eco-furniture projects and other solid wood products
7. Value Added Industries: Chipping, wood composites, rehabilitation materials and bio-renewable energy sources
8. Aquatic weeds
9. Biological control
10. Priority Invasive Species

ii) Operational Support, Planning, Development, and Capacity Building projects

11. Groen Sebenza Capacity Building Project
12. Groen Sebenza Capacity Building and Advanced Training (Post Graduate Research and Planning)
13. Training Support Services
14. Natural Resource Management Capacity Building and Extension services

- 4.7 A bidder may tender for more than one of the 14 categories but will be required to submit a separate tender for each category.
- 4.8 Bidders should take cognisance of the fact that most rehabilitation efforts (including bush encroachment management) are governed by national and provincial legislation, the compliance of which needs to be factored into their proposals.
- 4.9 The Project Specifications for NRM Field Operations Projects will be based on the scope of the NRM programmes and need to include the relevant deliverables/outcomes and activities/tasks as listed in point 5 below. The afore-mentioned should be fulfilled at a minimum to align with NRM's objectives and need to comply with existing legislative and regulatory prescripts.
- 4.10 The Project Specifications for NRM Operational Support, Planning, Development and Capacity Building Projects will be based on the scope of the NRM programmes and need to include the relevant deliverables/outcomes and activities/tasks as listed in point 5 below. The afore-mentioned should be fulfilled at a minimum to align with NRM's objectives and need to comply with existing legislative and regulatory prescripts.
- 4.11 Operational Support priority foci are attached as Annexure C, which provides the guidance for which this category of project proposals need to be framed.
- 4.12 Bidders are reminded to familiarise themselves with the operational guidelines governing NRM projects, as compliance thereto will be a pre-requisite to working with the Department. These guidelines can be accessed at <https://sites.google.com/site/nrmprogrammes/home/2021-2024-NRM-Bid-Call>

## 5. EXPECTED DELIVERABLES & OUTCOMES

5.1 Bidders should clearly indicate in their tender submission, which category or categories they are bidding for.

5.2 The deliverables/outcomes and activities/tasks that are required (at a minimum) for each of the 14 NRM Project categories are listed below;

### A) NRM Field Operations Projects:

1. Alien Invasive Plants, Bush Encroachment and Sustainable Forestry, including Ecosystem Monitoring and the wise-use of natural resources.

NR	Project Specification	Outcome/Deliverable	Activities/Tasks
1.	Alien Invasive Plants	<ul style="list-style-type: none"> <li>- Improve the integrity of natural resources by preventing the introduction of new alien invasive species; and, management of the impact of established alien invasive species.</li> <li>- Alien Invasive species related ecosystem services stewardship activities, monitoring of landscape recovery and avoided ecosystem degradation management.</li> <li>- Create employment opportunities.</li> </ul>	<ol style="list-style-type: none"> <li>1. Operational and Performance Plan</li> <li>2. Remuneration/support of project participants and generating employment opportunities</li> <li>3. Training</li> <li>4. Initial clearing</li> <li>5. Follow-up clearing</li> <li>6. Protective measures where needed</li> <li>7. Project management &amp; execution</li> </ol>
2.	Bush Encroachment	<ul style="list-style-type: none"> <li>- Improve the integrity of natural resources by managing the impact of established invasive species.</li> <li>- Invasive species related ecosystem services stewardship activities, monitoring of landscape recovery and avoided degradation.</li> </ul>	<ol style="list-style-type: none"> <li>1. Operational and Performance Plan</li> <li>2. Remuneration/support of project participants and generating employment opportunities</li> <li>3. Training</li> </ol>

		- Create employment opportunities.	<ol style="list-style-type: none"> <li>4. Initial bush encroachment</li> <li>5. Follow-up bush encroachment</li> <li>6. Protective measures where needed</li> <li>7. Project management &amp; execution</li> </ol>
3.	Sustainable Forestry	<ul style="list-style-type: none"> <li>- To promote the conversion of alien invasive plant stands, and degraded Category B and C state and forests into utilisable resources for meeting basic community needs, as well as sustainable forestry land-use practices.</li> <li>- To rehabilitate and maintain indigenous forests for the purposes of biodiversity conservation, climate change adaptation and mitigation while promoting sustainable use of forest products.</li> <li>- Create employment opportunities.</li> </ul>	<ol style="list-style-type: none"> <li>1. Operational and Performance Plan</li> <li>2. Remuneration/support of project participants and generating employment opportunities</li> <li>3. Training</li> <li>4. Forest establishment</li> <li>5. Silviculture activities</li> <li>6. Forest protection</li> <li>7. Sustainable forest management ecosystem services' stewardship activities, monitoring of landscape recovery and avoided degradation</li> <li>8. Protective measures where needed</li> <li>9. Project management &amp; execution</li> </ol>
4.	Ecosystem Monitoring	- Design and implementation of labour-intensive and innovative long-term monitoring approaches to assist the NRM Programmes in documenting the landscape	<ol style="list-style-type: none"> <li>1. Operational and Performance Plan</li> <li>2. Remuneration/support of project participants and</li> </ol>

		<p>changes impacted on by its interventions.</p> <ul style="list-style-type: none"> <li>- Create employment opportunities.</li> </ul>	<p>generating employment opportunities</p> <ol style="list-style-type: none"> <li>3. Project Plans</li> <li>4. Training</li> <li>5. Monitoring data, collection, capturing and analysis</li> <li>6. Project management &amp; execution</li> </ol>
5.	Wise-use of natural resources	<ul style="list-style-type: none"> <li>- Promotion of the wise-use of natural resources and avoid resource degradation.</li> <li>- Create employment opportunities.</li> </ul>	<ol style="list-style-type: none"> <li>1. Operational and Performance Plan</li> <li>2. Remuneration/support of project participants and generating employment opportunities</li> <li>3. Project Plans</li> <li>4. Training</li> <li>5. Monitoring data, collection, capturing and analysis</li> <li>6. Community engagement activities</li> <li>7. Project management &amp; execution</li> </ol>

2. Landscape and Wetland Rehabilitation Projects including repairing of degraded landscapes and wetlands using soft options with minimal engineering needs.

NR	Project Specification	Outcome/Deliverable	Activities/Tasks
1.	<p>- Landscape Rehabilitation Projects (requires work on degraded landscape using “soft”, natural solutions.)</p> <p>- Wetland Rehabilitation Projects (requires work on degraded wetlands using “soft”, solutions.)</p>	<p>Landscape, wetland and Rehabilitation Projects with the following interventions;</p> <ul style="list-style-type: none"> <li>- Minor (soft) interventions</li> <li>- Alien Invasive plants being cleared within and near wetlands</li> <li>- Create employment opportunities.</li> </ul>	<ol style="list-style-type: none"> <li>1. Operational and Performance Plan</li> <li>2. Remuneration/support of project participants and generating employment opportunities</li> <li>3. Project Rehabilitation Plans</li> <li>4. Training</li> <li>5. Initial rehabilitation</li> <li>6. Follow-up rehabilitation</li> <li>7. Protective measures</li> <li>8. Specific interventions as per the rehabilitation plan (refer to rehabilitation activities as listed in Table 1)</li> <li>9. Project management &amp; execution</li> </ol>

3. Landscape and Wetland Rehabilitation Projects with hard structures, inclusive of detailed designs based on engineering inputs, appropriate legislative authorisations and implementation.

NR	Project Specification	Outcome/Deliverable	Activities/Tasks
1.	<p>Landscape and Wetland Rehabilitation Projects (requires work on degraded landscapes and wetlands, using engineered structural solutions)</p>	<p>- Landscape and Wetland Rehabilitation with engineered structural interventions</p> <ul style="list-style-type: none"> <li>- Erosion control interventions</li> <li>- Create employment opportunities.</li> </ul>	<ol style="list-style-type: none"> <li>1. Operational and Performance Plan</li> <li>2. Remuneration/support of project participants and generating employment opportunities</li> </ol>

			<ol style="list-style-type: none"> <li>3. Project Rehabilitation Plans (refer to activities listed in Table 1)</li> <li>4. Training</li> <li>5. Initial rehabilitation</li> <li>6. Follow-up rehabilitation</li> <li>7. Protective measures where needed</li> <li>8. Project management &amp; execution</li> </ol>
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Note that National Treasury Regulation 16A6.3, issued in terms of the Public Finance Management Act, binds all public sector clients, to apply the Construction Industry Development Board (CIDB) prescripts when procuring for infrastructure. Bidders are required to comply with this.

4. High angle (high altitude and steep slopes) and intermediate clearing of alien and invasive plants.

NR	Project Specification	Outcome/Deliverable	Activities/Tasks
1.	High angle (high altitude and steep slopes) and intermediate clearing of alien and invasive plants	<ul style="list-style-type: none"> <li>- High angle (high altitude and steep slopes) and intermediate clearing of alien invasive plants in priority areas.</li> <li>- Create employment opportunities.</li> </ul>	<ol style="list-style-type: none"> <li>1. Operational and Performance Plan</li> <li>2. Remuneration/support of project participants and generating employment opportunities</li> <li>3. Training</li> <li>4. Initial clearing</li> <li>5. Follow-up clearing</li> <li>6. Protective measures where needed</li> <li>7. Project management &amp; execution</li> </ol>

5. Mechanised clearing and harvesting of large size timber from riparian zones and other accessible areas.

NR	Project Specification	Outcome/Deliverable	Activities/Tasks
1.	Harvesting of large size timber and mechanised clearing (refer to Annexure D)	<ul style="list-style-type: none"> <li>- Improve the integrity of natural resources by harvesting and removing large sized invasive timber from dense areas.</li> <li>- Offset of clearing costs and reducing the risks posed by high biomass loads after clearing.</li> <li>- Create employment opportunities</li> </ul>	<ol style="list-style-type: none"> <li>1. Operational and Performance Plan</li> <li>2. Remuneration/support of project participants and generating employment opportunities</li> <li>3. Training</li> <li>4. Initial clearing</li> <li>5. Follow-up clearing</li> <li>6. Protective measures where needed</li> <li>7. Harvesting and primary processing of timber               <ol style="list-style-type: none"> <li>7.1 Clear felling</li> <li>7.2 Extraction</li> <li>7.3 Transport</li> </ol> </li> <li>8. Project management &amp; execution</li> </ol>

6. Value Added Industries: Saw milling, eco-furniture projects and other solid wood products

NR	Project Specification	Outcome/Deliverable	Activities/Tasks
1.	Saw milling and eco-furniture projects through Value Added Industries (refer to Annexure D)	<ul style="list-style-type: none"> <li>- Optimal use of the biomass cleared through NRM Programmes for utilisation to produce a range of products that includes but not limited to furniture, eco-coffins and other where feasible.</li> <li>- Create employment opportunities.</li> </ul>	<ol style="list-style-type: none"> <li>1. Operational and Performance Plan</li> <li>2. Remuneration/support of project participants and generating employment opportunities</li> <li>3. Training</li> </ol>



			<p>4. Secondary processing of high-value low volume biomass from clearing operations (e.g. production of eco-furniture, eco-coffins and crafts where feasible).</p> <p>5. Transport</p> <p>6. Project management &amp; execution</p>
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7. Value Added Industries: Chipping, wood composites, rehabilitation materials and bio-renewable energy sources

NR	Project Specification	Outcome/Deliverable	Activities/Tasks
1.	Chipping, Wood Composites and bio-renewable energy (refer to Annexure D)	<p>- Optimal use of the biomass cleared through NRM Programmes for utilisation to produce a range of products that includes but not limited to fibre composite building material, mulch, other fibre-based products for building &amp; natural resource rehabilitation and bio-renewable generated energy.</p> <p>- Create employment opportunities.</p>	<p>1. Operational and Performance Plan</p> <p>2. Remuneration/support of project participants and generating employment opportunities</p> <p>3. Training</p> <p>4. Primary processing of low-value high volume products</p> <p>5. Secondary processing of low-value high volume biomass from clearing</p> <p>6. Transport</p> <p>7. Where applicable, provide technical supervision and oversight of subcontractors involved in the pre-</p>

			<p>manufacturing of green building structures components.</p> <p>8. Product quality control compliance in line with national structural standards</p> <p>9. Project management &amp; execution</p>
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Note that National Treasury Regulation 16A6.3, issued in terms of the Public Finance Management Act, binds all public sector clients, to apply the Construction Industry Development Board (CIDB) prescripts when procuring for infrastructure. Bidders are required to comply with this.

8. Aquatic weeds

NR	Project Specification	Outcome/Deliverable	Activities/Tasks
1.	Aquatic weeds	<ul style="list-style-type: none"> <li>- Sustainable control and where possible, removal of waterweeds in priority water bodies</li> <li>- Create employment opportunities.</li> </ul>	<ol style="list-style-type: none"> <li>1. Operational and Performance Plan</li> <li>2. Remuneration/support of project participants and generating employment opportunities</li> <li>3. Training</li> <li>4. Initial clearing</li> <li>5. Follow-up clearing</li> <li>6. Protective measures where needed</li> <li>7. Biological control</li> <li>8. Project management &amp; execution</li> </ol>

## 9. Biological control

NR	Project Specification	Outcome/Deliverable	Activities/Tasks
1.	Biological control Mass Rearing and releases	<ul style="list-style-type: none"> <li>- Mass reared biological control agents.</li> <li>- Implementation of biological control releases, field collections and presence absence monitoring of biological control agents.</li> <li>- Create employment opportunities.</li> </ul>	<ol style="list-style-type: none"> <li>1. Operational and Performance Plan</li> <li>2. Remuneration/support of project participants and generating employment opportunities</li> <li>3. Training</li> <li>4. Biological control Mass Rearing</li> <li>5. Biological augmentative release &amp; implementation</li> <li>6. Project management &amp; execution</li> </ol>

## 10. Priority Invasive Species

NR	Project Specification	Outcome/Deliverable	Activities/Tasks
1.	Control and manage prioritised alien invasive species as per Annexure B attached	<ul style="list-style-type: none"> <li>- Early detection of prioritised alien invasive species</li> <li>- Rapid response, eradicating populations of alien invasive species during the early phase of establishment.</li> <li>- Create employment opportunities.</li> </ul>	<ol style="list-style-type: none"> <li>1. Operational and Performance Plan</li> <li>2. Remuneration/support of project participants and generating employment opportunities</li> <li>3. Training</li> <li>4. <u>Early Detection of listed species</u> <ol style="list-style-type: none"> <li>4.1. Mapped areas of populations and mapped potential areas of the invasion</li> </ol> </li> </ol>

			<p>5. <u>Rapid response to eradicate population of the species prioritised</u></p> <p>5.1 Based on the areas mapped develop Annual plan of operations to manage and optimally eradicate, per species based on the species traits.</p> <p>5.2. Eradication response of the targeted species as per the agreed-upon plan/s.</p> <p>6. Project management &amp; execution</p>
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B) Operational Support, Planning, Development, and Capacity Building projects

## 11. Groen Sebenza Capacity Building Project

NR	Project Specification	Outcome/Deliverable	Activities/Tasks
1.	Groen Sebenza Capacity Building Project: Operational Management internships for the youth	<ul style="list-style-type: none"> <li>- Capacity and skills needed for the operations of NRM as guided by the type of projects mentioned in “ A) NRM Field Operations Projects” above.</li> <li>- To develop the NRM sector (internally and externally)</li> <li>- Capacity building, experiential learning and employment opportunities for youth (internships)</li> <li>- Create employment opportunities.</li> </ul>	<ol style="list-style-type: none"> <li>1. Operational and Performance Plan</li> <li>2. Remuneration/support of project participants and generating employment opportunities</li> <li>3. Administrative and compliance support for NRM operations</li> <li>4. Training and mentoring of interns</li> <li>5. Project management &amp; execution</li> </ol>

## 12. Groen Sebenza Capacity Building and Advanced Training (Post Graduate Research and Planning)

1.	Groen Sebenza Capacity Building and Advanced Training (Post Graduate Research and Planning) as per the Operational Support priority foci highlighted in Annexure C.	<ul style="list-style-type: none"> <li>- Capacity and skills needed for the operation of NRM</li> <li>- To develop the NRM sector (internally and externally)</li> <li>- Capacity building, experiential learning and employment opportunities for youth</li> <li>- Create employment opportunities.</li> </ul>	<ol style="list-style-type: none"> <li>1. Operational and Performance Plan</li> <li>2. Remuneration/support of project participants and generating employment opportunities</li> <li>3. Operational Support to NRM as per the Operational Support</li> </ol>
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			<p>priority foci attached as – Annexure C)</p> <ol style="list-style-type: none"> <li>4. Monitoring and evaluation</li> <li>5. Training and mentoring of youth within the priority foci mentioned in Annexure C</li> <li>6. Project management &amp; execution</li> </ol>
	<p>SMME Capacity Building and Market Development</p>	<p>Sustainable markets identified and enhanced</p> <p>Facilitating market access for SMMEs</p> <p>Improve competitiveness of SMMEs</p> <p>Enhance sustainability of their business models</p> <p>- Create employment opportunities.</p>	<ol style="list-style-type: none"> <li>1. Operational and Performance Plan</li> <li>2. Remuneration/support of project participants and generation of employment opportunities</li> <li>3. Market Research on the NRM Sector that supports the unlocking of investments in the sector</li> <li>4. Training and mentoring of SMMEs</li> <li>5. Project management &amp; execution</li> </ol>

## 13. Training Support Services

**Note:** The costs associated with the functional training of project participants will be part of the 10 NRM Field Operations Projects above. This section refers to support needed to assess and manage the quality and outcomes of training within the NRM sector.

NR	Project Specification	Outcome/Deliverable	Activities/Tasks
1.	Training Moderation and Assessment	<ul style="list-style-type: none"> <li>- Quality Assurance of Training Assessments performed by Internal Service Providers</li> <li>- Create employment opportunities.</li> </ul>	<ol style="list-style-type: none"> <li>1. Remuneration/support of internal service providers</li> <li>2. External Moderation services</li> </ol>
2.	Adult Education & Training	<ul style="list-style-type: none"> <li>- Address the low literacy levels of participants.</li> <li>- Prepare participants to enter various learnerships</li> <li>- Create employment opportunities.</li> </ul>	<ol style="list-style-type: none"> <li>1. Remuneration/support of project participants</li> <li>2. Literacy Training to participants</li> <li>3. Learning / career pathing of participants</li> </ol>
3.	Skills Development Facilitating Services	<ul style="list-style-type: none"> <li>- Identify, implement and finalise accreditation application / registration of NRM as accredited training institution</li> <li>- Create employment opportunities.</li> </ul>	<ol style="list-style-type: none"> <li>1. Initiate, implement and finalise accreditation of NRM as accredited Training institution</li> </ol>

## 14. Natural Resource Management Capacity Building and Extension services

NR	Project Specification	Outcome/Deliverable	Activities/Tasks
1.	Natural Resource Management (NRM) Capacity Building and NRM Extension services	<ul style="list-style-type: none"> <li>- Building extension capacity for the participatory rehabilitation, management and monitoring of</li> </ul>	<ol style="list-style-type: none"> <li>1. Operational and Performance Plan development</li> </ol>

		<p>ecological infrastructure and ecosystem services in South Africa.</p> <ul style="list-style-type: none"> <li>- The development and support of functional community/communities of practice within NRM sector and related green industries (internal and external).</li> <li>- Create employment opportunities.</li> </ul>	<ol style="list-style-type: none"> <li>2. Identification of existing resources within the NRM Sector</li> <li>3. Capacity building</li> <li>4. Remuneration/support of project participants and generating employment opportunities</li> <li>5. Appointment and capacity building of extension officers to coordinate the dissemination of NRM sector knowledge and support with ecosystem rehabilitation</li> <li>6. Participatory monitoring, evaluation and learning</li> <li>7. Training and development of stakeholders (internal and external)</li> <li>8. Mentoring services</li> <li>9. Project management &amp; execution</li> </ol>
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- 5.3 An MS Excel Workbook 1: "Bidding Process" is attached (Annexure F) that includes two spreadsheets a) Tender guidelines: Job Creation and Development Budget Profile and the b) Three-year Budget and Employment Cost Summary. The bidder will be required to submit both spreadsheets (in one Workbook). The required templates (two spreadsheets in MS Excel) will be provided to bidders and



should be compiled as prescribed and should be submitted in hard copy, as well as in electronic form on a flash drive (not on a CD).

a) Spreadsheet 1: “Tender guidelines: Job Creation and Development Budget Profile”

The template provided is a guideline to assist bidders to do a budget profile for the project category/categories they are bidding for. The purpose of this spreadsheet is for bidders to indicate their understanding of the required project and budget scope. Bidders are required to populate the template and will be evaluated on their submission. The template will require bidders to provide a projected breakdown of the cost profile per year (for the full duration of the project – 36 months). The budget/costing requirements for projects will be explained in the point 7 below.

b) Spreadsheet 2: “Three-year Budget and Employment Cost Summary”

The template provided is a summary of the three-year budget and employment cost profile. It is divided into four budget categories namely i) EPWP employment cost (household benefits), ii) training and capacity building (training and development benefits), iii) Natural Resource Managements Service Operations Cost (NRM benefits) and iv) Project Management, planning, executions and administration Services. Furthermore, it allows for the total person-days, cost per person-day and FTEs to be delivered per year (as well as the full duration of the project – 36 months). The budget/costing requirements for projects will be explained in the point 7 below.

## 6. PERIOD / DURATION OF PROJECT / ASSIGNMENT

The project must be completed within 36 months after the signing of the Memorandum of Agreement, Project Scope and Annual Performance Plan.

## 7. COSTING / COMPREHENSIVE BUDGET

### 7.1 Cost Drivers for Projects

NRM will evaluate according to the relative cost of employment to the government (as indication of project efficiency) and expressed as cost per FTE, measured against relative costs per person-day for the respective category/categories (benchmarks), and/or professional fees according to DPSA rates. The cost drivers are depicted below;

- a) Cost Drivers: NRM Field Operations Projects
- Cost of employment (Wages, UIF, COIDA). These are legally binding costs.
  - Operational Costs (Project Management, Administration, Personal Protective Equipment, Materials, Training, Transport)
  - Relative Benchmark = Tender Cost per FTE (Benchmark price cost of employment (COE) Costs+ Operational Costs)
- b) Cost Drivers: Operational Support, Planning, Development and Capacity Building projects
- Cost of employment (Student Support/Stipends, UIF, COIDA, and Personal Protective Equipment). These are legally binding costs.
  - Professional fees of supervising/senior scientists or project managers versus DPSA benchmark
  - Operational Costs (Professional fees of supervisors or scientists, project management, administration, Personal Protective Equipment, Materials, Training, Transport) DPSA rates will be used as benchmark. Bidders are reminded that their proposed projects contemplated within NRM priority catchments, need to take into account that these catchments do cover vast areas. The cost implications of locating project interventions that will be agreed to in the final planning for inclusion in the agreed contract with the Department, will need to be factored into their proposed budgets.
  - Relative Cost = Tender Cost (Tender Cost (Professional fees) + Operational Costs)

7.2 In preparation of tenders, bidders should consider the following budget items for each of the 14 NRM Project Categories:

A) NRM Field Operations Projects:

**1. Alien Invasive Plants, Bush Encroachment and Sustainable Forestry Projects, including Ecosystem Monitoring and the wise-use of natural resources.**

Bidders must consider the following) budget items (including but not limited to):

- a. Cost of employment (EPWP Wages, COIDA and UIF)
- b. Personal Protective Clothing and Equipment, including related costs associated with H&S in the event of a natural disaster of pandemic.
- c. Manual tools & equipment

- d. Mechanical & Technical Equipment such as brush cutters and chain saws. In the case of ecological monitoring the tools needed for community-based monitoring and data management
- e. Pesticide
- f. Transport of workers/project participants
- g. Training of workers/project participants (e.g. pest control operator, machine operator etc.)
- h. Medical examinations including complying to biomonitoring medicals as per pesticides category
- i. Basic materials where needed
- j. Project management, planning, execution and administration services
- k. VAT

**2. Landscape and Wetland Rehabilitation Projects including repairing of degraded landscapes and wetlands using soft options with minimal engineering needs.**

Bidders must consider the following budget items (including but not limited to):

- a. Cost of employment (EPWP Wages, COIDA and UIF).
- b. Personal Protective Clothing and Equipment, including related costs associated with H&S in the event of a natural disaster or pandemic.
- c. Standard manual for tools & equipment related to wetlands work.
- d. Mechanical & Technical Equipment such as compactors and other mechanical equipment as needed. In the case of ecological monitoring, the tools needed for community-based monitoring and data management.
- e. Transport of workers/project participants and rehabilitation materials
- f. Training of workers/project participants (e.g. machine operators, chain-saw operators etc.)
- g. Medical examinations including complying to biomonitoring medicals as per pesticides category
- h. Costs related to the designs of the interventions based on available scientific information.
- i. Rehabilitation Materials where needed.
- j. Project management, planning, execution and administration services.
- k. Post implementation sign-off on completion.

I. VAT

**3. Landscape and Wetland Rehabilitation Projects with hard structures, inclusive of detailed designs based on engineering inputs, appropriate legislative authorisations and implementation.**

Bidders must consider the following budget items (including but not limited to):

- a. Cost of employment (EPWP Wages, COIDA and UIF),
- b. Personal Protective Clothing and Equipment, including related costs associated with H&S in the event of a natural disaster or pandemic.
- c. Standard manual for tools & equipment related to wetlands work.
- d. Mechanical & Technical Equipment such as compactors and other mechanical equipment as needed. In the case of ecological monitoring, the tools needed for community-based monitoring and data management.
- e. Costs related to the designs of the interventions based on available scientific information.
- f. Transport of workers/project participants and rehabilitation materials
- g. Training of workers/project participants (e.g. chain-saw operators, etc.)
- h. Medical examinations including complying to biomonitoring medicals as per pesticides category
- i. Rehabilitation Materials where needed
- j. Professional fees engineering support.
- k. Project management, planning, execution and administration services
- l. Post implementation sign-off on completion.
- m. VAT

**4. High angle (high altitude and steep slopes) and intermediate clearing of alien and invasive plants.**

Bidders must consider the following budget items (including but not limited to):

- a. Cost of employment (EPWP Wages, COIDA and UIF)
- b. Personal Protective Clothing and Equipment, including related costs associated with H&S in the event of a natural disaster or pandemic.
- c. Standard manual tools & equipment

- d. Mechanical & Technical Equipment such as brush cutters, chain saws, specialized communication tools and rope access. Where applicable the case of ecological monitoring the tools needed for community-based monitoring and data management.
- e. Pesticide
- f. Transport of workers/project participants
- g. Training of workers/project participants (e.g. pest control operator, machine operator etc.)
- h. Medical examinations including complying to biomonitoring medicals as per pesticides category
- i. Basic materials where needed (e.g. signage etc.)
- j. Camping and or air transport (ferrying)
- k. Project management, planning, execution and administration services
- l. VAT

**5. Mechanised clearing and harvesting of large size timber from riparian zones and other accessible areas.**

Bidders must consider the following budget items (including but not limited to):

- a. Cost of employment (EPWP Wages, COIDA and UIF)
- b. Personal Protective Clothing and Equipment, including related costs associated with H&S in the event of a natural disaster or pandemic.
- c. Standard manual tools & equipment
- d. Mechanical & Technical Equipment such as brush cutters, chain saws and heavy harvesting and processing equipment. Where applicable the case of ecological monitoring the tools needed for community based monitoring and data management.
- e. Pesticide
- f. Transport of workers/project participants and harvested materials
- g. Training of workers/project participants (e.g. pest control operator, machine operator etc.)
- h. Medical examinations including complying to biomonitoring medicals as per pesticides category
- i. Basic materials where needed

- j. Project management, planning, execution and administration services
- k. VAT

**6. Value Added Industries: Saw milling, eco-furniture projects and other solid wood products**

Bidders must consider the following budget items (including but not limited to):

- a. Cost of employment (EPWP Wages, COIDA and UIF)
- b. Personal Protective Clothing and Equipment, including related costs associated with H&S in the event of a natural disaster or pandemic.
- c. Standard manual tools & equipment
- d. Mechanical & Technical Equipment such as saw milling, drying and secondary processing equipment.
- e. Transport of workers/project participants, raw - (timber etc.) and processed materials
- f. Training of workers/project participants (e.g. pest control operator, machine operator etc.)
- g. Medical examinations including complying to biomonitoring medicals as per pesticides category
- h. Basic materials where needed
- i. Project management, planning, execution and administration services
- j. Ability to manage eco-furniture factories across the country, to process harvested biomass from alien invasive plants
- k. Demonstrate capacity to manage all four key value-adding areas (harvesting; wet mill; dry mill and delivery/assembly), with transportation links between each area
- l. Ability to utilize invasive alien plant biomass to make products needed by Government, thereby creating Work Opportunities for previously unemployed people as part of the EPWP
- m. Ability to generate off-take agreements for products manufactured with alien plant biomass
- n. VAT

**7. Value Added Industries: Chipping, wood composites, rehabilitation materials and bio-renewable energy sources**

Bidders must consider the following budget items (including but not limited to):

- a. Cost of employment (EPWP Wages, COIDA and UIF)
- b. Personal Protective Clothing and Equipment, including related costs associated with H&S in the event of a natural disaster or pandemic.
- c. Standard manual tools & equipment
- d. Mechanical & Technical Equipment such as chipping, drying and secondary processing equipment.
- e. Transport of workers/project participants, raw - (timber etc.) and processed materials
- f. Training of workers/project participants (e.g. pest control operator, machine operator etc.)
- g. Medical examinations including complying to biomonitoring medicals as per pesticides category
- h. Basic materials where needed
- i. Project management, planning, execution and administration services
- j. Ability to manage construction entities in terms of government infrastructure tender process for the construction of green building ablution structures
- k. Ability to provide technical support to construction subcontractors bidding in terms of government's tender process for the pre-manufacture of green building structures components.
- l. Ability to generate off-take agreements for products manufactured with alien plant biomass
- m. VAT

**8. Aquatic weeds**

Bidders must consider the following budget items (including but not limited to):

- a. Cost of employment (EPWP Wages, COIDA and UIF)

- b. Personal Protective Clothing and Equipment including water safety requirements and related costs associated with H&S in the event of a natural disaster of pandemic.
- c. Standard manual tools & equipment
- d. Mechanical & Technical Equipment such as boats and harvesting equipment. In the case of ecological monitoring the tools needed for community-based monitoring and data management
- e. Pesticide
- f. Transport of workers/project participants
- g. Training of workers/project participants (e.g. pest control operator, machine operator etc.)
- h. Medical examinations including complying to biomonitoring medicals as per pesticides category
- i. Basic materials where needed
- j. Project management, planning, execution and administration services
- k. VAT

## 9. Biological control

Bidders must consider the following budget items (including but not limited to):

- a. Cost of employment (EPWP Wages, COIDA and UIF)
- b. Personal Protective Clothing and Equipment including water safety requirements and related costs associated with H&S in the event of a natural disaster of pandemic.
- c. Standard manual tools & equipment
- d. Cost of Mass Rearing Facilities
- e. Transport of workers/project participants
- f. Training of workers/project participants (e.g. pest control operator, machine operator etc.)
- g. Medical examinations including complying to biomonitoring medicals as per pesticides category
- h. Basic materials where needed
- i. Project management, planning, execution and administration services
- j. VAT



**10. Priority Invasive Species**

Bidders must consider the following budget items (including but not limited to):

- a. Cost of employment (EPWP Wages/Stipends, COIDA and UIF)
- b. Personal Protective Clothing and Equipment, including related costs associated with H&S in the event of a natural disaster or pandemic.
- c. Standard manual tools & equipment
- d. Pesticide
- e. Medical examinations including complying to biomonitoring medicals as per pesticides category
- f. Project management, planning, execution and administration services
- g. VAT

B) Operational Support, Planning, Development, and Capacity Building projects

**11. Groen Sebenza Capacity Building Project**

Bidders must consider the following budget items (including but not limited to):

- a. Cost of employment (EPWP Wages/Stipends, COIDA and UIF)
- b. Personal Protective Clothing and Equipment, including related costs associated with H&S in the event of a natural disaster or pandemic
- c. Standard manual tools & equipment
- d. Administrative tool and equipment for mentees
- e. Transport of interns
- f. Training of interns
- g. Medical examinations
- h. Mentoring services
- i. Project management, planning, execution and administration services
- j. VAT

**12. Groen Sebenza Capacity Building and Advanced Training (Post Graduate Research and Planning)**

Bidders must consider the following budget items (including but not limited to):

- a. Cost of employment (EPWP Wages/Stipends, COIDA and UIF)
- b. Personal Protective Clothing and Equipment, including related costs associated with H&S in the event of a natural disaster of pandemic
- c. Administrative tool and equipment for mentees
- d. Transport of interns
- e. Training of interns
- f. Medical examinations
- g. Mentoring services & study fees
- h. Project management, planning, execution and administration services
- i. VAT

### **13. Training Support Services**

Bidders must consider the following budget items (including but not limited to):

- a. Cost of training support service provision
- b. Logistical costs associated with the support services
- c. Costs of external moderation
- d. Administrative tools and equipment
- e. Project management, planning, execution and administration services
- f. VAT

### **14. Natural Resource Management Capacity Building and Extension services**

Bidders must consider the following budget items (including but not limited to):

- a. Cost of employment (EPWP Wages/Stipends, COIDA and UIF)
- b. Personal Protective Clothing and Equipment, including related costs associated with H&S in the event of a natural disaster of pandemic.
- c. Standard manual tools & equipment
- d. Administrative tool and equipment for mentees.
- e. Transport of interns, junior and senior extension officers
- f. Training of interns, junior and senior extension officers
- g. Extension and capacity building services

- h. Project management, planning, execution and administration services
- i. VAT

7.3 A Microsoft Excel template called: “Workbook 1: Bidding Process” is provided (Annexure F) and must be completed (in hard copy and electronically on a flash drive – not on a CD) by the bidder for NRM Project category that he/she is bidding for. If the bidder is bidding for more than one NRM Project category, the same template should be completed for each of the NRM Project categories. The MS Excel Workbook attached hereto includes two spreadsheets namely;

- I. Bidding tool: Job Creation and Development Budget Profile
- II. Three-year Budget and Employment Cost Summary.

The bidder will be required to submit both spreadsheets within the given deadline and within the prescribed format. Annexure E explains what is required and how it should be completed.

Comprehensive indicative budgets must be provided in a separate envelope (and on flash drive), inclusive of all disbursement costs, expenses and VAT.

The relative cost of employment is dependent on the kind of service/s rendered, the cost profiles for the respective project categories will differ. For example, the cost profile for a standard working for water or bush encroachment will differ very significantly from a project implementing mechanised clearing and harvesting of large size timber from riparian zones, or a Value-Added Industry (VAI) project.

To determine the price quotation, the following needs to be considered:

As the pay-out of EPWP employment cost (daily wages, UIF & COIDA) is a deliverable of the project, the price quotation will be calculated by subtracting the employment cost per FTE from the total cost per FTE, which includes all four budget items listed below;

- a. EPWP Employment Costs (household income)
- b. Training & Capacity Building Costs (training & development benefits)
- c. Natural Resource Management Service Operations Costs (NRM benefits)
- d. Project management, planning, execution and administration services

Furthermore, it should be noted that the Government’s financial year starts on 1 April every year. Depending on the commencement date of the successful SP’s contract, the 36-month contract period

of the project may run over four financial years. In such a case, the person-day and FTE costs for the period beyond three financial years will be based on the person-day and FTE costs of the third project year, plus the average percentage of the person-day and FTE costs increase over the three project years as per the Project Scope. The appointment of SPs will take place within the window period of the 2021/22, 2022/23 and 2023/24 financial years. As a baseline, bid costs should be based on these financial years. Should a project only start during the outer years of the window, CPIX cost increases will be considered. For the purposes of evaluation, the bid price for the first year will be fixed. For the outer years, the bidder needs to consider CPIX of 4%. However, the annualised CPIX, as published by Stats SA, will be used to adjust annual costs allowing for actual CPIX increases. A maximum of 5% for contingencies can be considered.

## 8. EVALUATION METHOD

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

- Phase 1: Pre-compliance
- Phase 2: Functional and Technical Evaluation Criteria
- Phase 3: Price and B-BBEE

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

8.2.1. During this phase bid documents will be reviewed to determine the compliance with SCM returnable, 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 will not be evaluated further.

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

Item No.	Administrative Requirements	Check/Compliance	Non-submission may result in disqualification?
1	Master Bid Document (Application form, Spreadsheets and all SCM documents)	provided and bound	*YES
2	1 Copy of Bid Document	provided and bound	**NO
3	Bidding Spreadsheets in MS Excel and application form	Submitted electronically on flash drive	*NO
<b>Included in the Bid Document</b>			
4	SCM - SBD 1 - Invitation to Bid	Completed and signed	*YES
5	SCM - SBD 2 - Tax Clearance Certificate Requirements	CSD registration number/SARS PIN and CSD summary report	*NO

Item No.	Administrative Requirements	Check/Compliance	Non-submission may result in disqualification?
6	SCM - SBD 4 - Declaration of Interest	Completed and signed	*YES
7	SCM - SBD 6.1 - Preference Points Claim Form in terms of the Preferential Procurement Regulations 2017	Completed and signed, supported by B-BBEE Certificate if applicable or Affidavit if applicable	**NO
8	SCM - SBD 8 – Declaration of Bidder's Past Supply Chain Management Practices	Completed and signed, supported	*YES
9	SCM - SBD 9 - Certificate of Independent Bid Determination	Completed and signed	*YES
10	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	*YES
11	Comprehensive Curriculum Vitae (CV) – Team Leader and Team Members	Detailed CV of the proposed resources, supported by copies of qualification (s).	**NO
12	Evidence of SP's Track Record	Evidence of past and/or experience and competency. Evidence of signed references. Evidence of previous tenders awarded.	**NO

**\*YES** – DEFF reserves the right to reject proposals that are not submitted in the prescribed format or where information presented is illegible or incomplete and will not be further evaluated for Pre-qualification Criteria (Phase 2)

**\*\*NO** – DEFF reserve the right to request such information during the evaluation process of the proposal and such information must be presented within short notice. Failure to provide such documents within the timeframe, the bid will be regarded as non-responsive, and will be disqualified.

#### 8.4 PHASE 2: Functionality and Technical Criteria

8.4.1 Only bid proposals that meets pre-qualification will be considered for evaluation on functionality and technical criteria,

8.4.1 The bidder must score a minimum of **75%** during Phase 2 (functionality/technical) of the evaluation to qualify for Phase 3 of the evaluation where only points for Price and B-BBEE will be considered.

#### 8.5 PHASE 3: Preference Point System 80/20 or 90/10

- 8.5.1 The **third phase** is to perform an evaluation of Price and BBEE on the bidders, that successful qualified on phase 2 (functional evaluation).
- 8.5.2 **Calculation of points for price** - The PPPFA prescribes that the lowest acceptable bid will score 80 points (for tenders under R50m) or 90 points (for tenders above R50m) for price. Bidders that quoted higher prices will score lower points for price on a pro-rata basis. Where functionality is set as criteria, only bid proposals that meets functionality requirements will be considered for evaluation on price and B-BBEE.
- 8.5.3 The 90/10 as an appropriate preference point system will be used in the evaluation and adjudication of this tender. However, it must be extended that the lowest acceptable tender 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. The contract will be awarded to the bidder that scores the highest total number of adjudication points per category.
- 8.6 **Calculating of points for B-BBEE status level of contribution**
- 8.6.1 Points will be awarded to a bidder for attaining the B-BBEE status level of contribution or a sworn affidavit certified by the commissioner of oath in accordance with the table below:

B.	PRICE	90 or 80		
C.	B-BBEE Status Level Contributor		Number of points (10)	Number of points (20)
	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

## 8.7 Functionality Criteria

- 8.7.1 The bidder must score a minimum of **75%** (depending on the nature of the project) during Stage 1/First Assessment (functionality/technical) of the evaluation to qualify for Stage 2/Second Assessment of the evaluation where only points for price and B-BBEE will be considered.
- 8.7.2 There are 14 different categories of NRM projects that may be tendered for. It is divided into two sections, namely i) NRM Field Operations Projects and ii) Operational Support, Planning, Development, and Capacity Building projects. Bidders will be informed of the respective area of assessment that they shall be subjected to, as well as the applicable points per area of assessment. A standard evaluation criterion will be utilised for each of the sections (as set out in the tables below). Two assessments (stage 1 and 2) will be done, and each assessment will be scored out of 100.
- 8.7.3 In evaluating the functionality & technical ability of tenders, the Evaluation Committee will be guided by the following;
- Prioritisation of resource investments among the NRM programmes and where in South Africa each of the programmes should be focusing to optimise the effectiveness of their investments in rebuilding and securing ecosystem services
  - Approaches to ensure that effective collaborative relationships and arrangements are in place with other land management bodies and private landowners so that there are a concerted effort and active participation in addressing the challenges that NRM is aiming to resolve through its interventions. This extends from effective communication, and public education and awareness, to land user incentives.
  - Assessing and quantifying the impacts of the NRM programmes to focus on outcomes and benefits, both environmental and socio-economic
  - Capacity development within NRM and its programmes as part of the overall aim of building capacity and enabling people to enter the formal workforce, including vocational and life skills training.
  - Protocols, manuals, guidelines for NRM interventions that ensure that their interventions (e.g. weed treatments, soil stabilisation measures, gabions, planned fires) achieve the desired outputs and outcomes, including active rehabilitation where necessary.
  - Improved understanding of the social, economic and ecological aspects underpinning NRM's interventions.

- Facilitate the unlocking of additional external resources from third parties into the sector.

#### 8.7.4 NRM Field Operations Projects - Areas of First Assessment (Stage 1) – Functionality & Technical Ability

The following values/indicators will be applicable when evaluating functionality & technical ability:

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

The table below depicts the first assessment relating to the NRM Field Operations Projects where the total functionality amounts to 55% and the technical ability amounts to 45%, collectively amounting to 100%. Any bidder that scored 75% or higher in the functionality and technical evaluation (first assessment/stage 1), will be considered to progress to a second assessment.

<b>First Assessment/Stage 1 - NRM Field Operations Projects:</b>	
<b>Area of Assessment</b>	<b>Maximum Points</b>
<b>A. <u>Functionality;</u></b> 1. Understanding of brief and Selected NRM Project Category (20 points) 2. Understanding of the resources and institutional arrangements required to implement selected NRM Project (20 points) 3. Sustainability beyond NRM funding and support (15 points)	55 points (=55%)
<b>B. <u>Technical Ability;</u></b> 1. Quality of Project Plan (5 points) 2. Capability and experience of SP's team (20 points) 3. Track Record of SP (20 points)	45 points (=45%)
<b>First Assessment Subtotal</b> (a minimum of 75% needs to be scored for the SP to progress to a Second Assessment)	100 points (=100%)

Below is a breakdown of a scoring matrix (1 to 5) and the evaluation criteria for the “*Total functionality*” of NRM Field Operations Projects;



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

**A. EVALUATION CRITERIA - FUNCTIONALITY: NRM FIELD OPERATIONS PROJECTS**

Indicator 1 - Understanding of Brief and Selected NRM Project Category	Score
<p><b>The bidder provides evidence of their understanding of the following prioritised areas;</b></p> <ol style="list-style-type: none"> <li>1. That the Project is geographically located in a NRM priority Management Unit/s as listed in the maps supplied or single specie specific priorities.</li> <li>2. Their ability to comply with occupational health and safety (OHS) legislation.</li> <li>3. That the key focus areas of the proposed project are aligned to the NRM project category tendered for.</li> <li>4. The overall desired purpose and outcome of the proposed project, vision &amp; objectives (what the project intends to achieve) that is aligned to the project category tendered for (including how it relates to the operational aspects of NRM).</li> <li>5. That the proposed project beneficiates resource-poor communities (where applicable) &amp; SMMEs and provides an estimated number of households likely to benefit from the project.</li> <li>6. A detailed Project Scope that includes employment outputs and key focus areas that are aligned to NRM norms.</li> <li>7. A proposed Methodology/Management Approach that is in line with best practice considering the EPWP nature of the programme.</li> </ol>	<b>5</b>
<p><b>The bidder provides evidence of their understanding of the following prioritised areas;</b></p> <ol style="list-style-type: none"> <li>1. That the Project is geographically located in a NRM priority Management Unit/s as listed in the maps supplied or single specie specific priorities.</li> <li>2. Their ability to comply with occupational health and safety (OHS) legislation.</li> <li>3. That the key focus areas of the proposed project are aligned to the NRM project category tendered for.</li> </ol>	<b>4</b>

<p>4. The overall desired purpose and outcome of the proposed project, vision &amp; objectives (what the project intends to achieve) that is aligned to the project category tendered for (including how it relates to the operational aspects of NRM).</p> <p>5. That the proposed project beneficiates resource-poor communities (where applicable) &amp; SMMEs and provides an estimated number of households likely to benefit from the project.</p> <p>6. A detailed Project Scope that includes employment outputs and key focus areas that are aligned to NRM norms.</p>	
<p><b>The bidder provides evidence of their understanding of the following prioritised areas;</b></p> <p>1. That the Project is geographically located in a NRM priority Management Unit/s as listed in the maps supplied or single specie specific priorities.</p> <p>2. Their ability to comply with occupational health and safety (OHS) legislation.</p> <p>3. That the key focus areas of the proposed project are aligned to the NRM project category tendered for.</p> <p>4. The overall desired purpose and outcome of the proposed project, vision &amp; objectives (what the project intends to achieve) that is aligned to the project category tendered for (including how it relates to the operational aspects of NRM).</p> <p>5. That the proposed project beneficiates resource-poor communities (where applicable) &amp; SMMEs and provides an estimated number of households likely to benefit from the project.</p>	<b>3</b>
<p><b>The bidder provides evidence of their understanding of the following prioritised areas;</b></p> <p>1. That the Project is geographically located in a NRM priority Management Unit/s as listed in the maps supplied or single specie specific priorities.</p> <p>2. Their ability to comply with occupational health and safety (OHS) legislation.</p> <p>3. That the key focus areas of the proposed project are aligned to the NRM project category tendered for.</p>	<b>2</b>
<p><b>The bidder provides evidence of their understanding of the following prioritised areas;</b></p> <p>1. That the Project is geographically located in a NRM priority Management Unit/s as listed in the maps supplied or single specie specific priorities.</p>	<b>1</b>

2. Their ability to comply with occupational health and safety (OHS) legislation.	
Not compliant (do not address priority areas as listed)	<b>0</b>
<b>Indicator 2 - Understanding of the resources and institutional arrangements required to implement selected NRM Project</b>	<b>Score</b>
<p><b>The bidder provides evidence of their understanding of the following prioritised areas;</b></p> <p>1. Their roles and responsibilities, in line with the prescribed requirements and management of the NRM project and provides evidence thereof.</p> <p>2. The alignment of proposed number of participants to the number of person-days and the size of the project proposed (110 to 251 days per individual per year) and provides evidence thereof.</p> <p>3. The alignment of the Project's institutional arrangements (organogram) and implementation arrangements (assets, equipment &amp; planned participants) to the project size and category proposed and provides evidence thereof.</p> <p>4. Their ability and capacity to capture, record and collate evidence for reporting purposes (e.g. Key Performance Indicator and Employment, Training and Capacity building reports).</p> <p>5. The skill sets required to implement the project and the relevant training of participants (accredited and non-accredited) needed for the project.</p>	<b>5</b>
<p><b>The bidder provides evidence of their understanding of the following prioritised areas;</b></p> <p>1. Their roles and responsibilities, in line with the prescribed requirements and management of the NRM project and provides evidence thereof.</p> <p>2. The alignment of proposed number of participants to the number of person-days and the size of the project proposed (110 to 251 days per individual per year) and provides evidence thereof.</p> <p>3. The alignment of the Project's institutional arrangements (organogram) and implementation arrangements (assets, equipment &amp; planned participants) to the project size and category proposed and provides evidence thereof.</p> <p>4. Their ability and capacity to capture, record and collate evidence for reporting purposes (e.g. Key Performance Indicator and Employment, Training and Capacity building reports).</p>	<b>4</b>

<p><b>The bidder provides evidence of their understanding of the following prioritised areas;</b></p> <ol style="list-style-type: none"> <li>1. Their roles and responsibilities, in line with the prescribed requirements and management of the NRM project and provides evidence thereof.</li> <li>2. The alignment of proposed number of participants to the number of person-days and the size of the project proposed (110 to 251 days per individual per year) and provides evidence thereof.</li> <li>3. The alignment of the Project's institutional arrangements (organogram) and implementation arrangements (assets, equipment &amp; planned participants) to the project size and category proposed and provides evidence thereof.</li> </ol>	<b>3</b>
<p><b>The bidder provides evidence of their understanding of the following prioritised areas;</b></p> <ol style="list-style-type: none"> <li>1. Their roles and responsibilities, in line with the prescribed requirements and management of the NRM project and provides evidence thereof.</li> <li>2. The alignment of proposed number of participants to the number of person-days and the size of the project proposed (110 to 251 days per individual per year) and provides evidence thereof.</li> </ol>	<b>2</b>
<p><b>The bidder provides evidence of their understanding of the following prioritised areas;</b></p> <ol style="list-style-type: none"> <li>1. Their roles and responsibilities, in line with the prescribed requirements and management of the NRM project and provides evidence thereof.</li> </ol>	<b>1</b>
<p>Not compliant (do not address priority areas as listed)</p>	<b>0</b>
<p><b>Indicator 3 - Sustainability beyond NRM funding and support</b></p>	<b>Score</b>
<p><b>The bidder provides evidence of their understanding of the following prioritised areas;</b></p> <ol style="list-style-type: none"> <li>1. Consideration given to the legal status of the land on which the proposed activities will take place and provides evidence thereof, including: <ul style="list-style-type: none"> <li>- formal protected areas (eg: stewardship, nature reserves and areas protected in terms of South African legislation)</li> <li>- informal protected areas (eg: private nature reserves and mountain catchments)</li> <li>- buffers around formal and informal protected areas</li> </ul> </li> </ol>	<b>5</b>

<ul style="list-style-type: none"> <li>- Consideration given to the legal status of the land on which the proposed activities will take place, including communal land, state land and land reform status.</li> <li>- Biological control implementation and single species priorities irrespective of legal status of the land</li> </ul> <p>2. Private sector investment/s and other resources that may be unlocked (secured or potential third parties listed, and letters of support or formal agreements with landowners, traditional authorities and other land management agencies).</p> <p><b><u>OR</u></b></p> <p>The unlocking of third-party investment in Value-Added Industries (where applicable) including;</p> <ul style="list-style-type: none"> <li>- Security of raw material supply e.g. biomass, and access to land</li> <li>- Accessibility of terrain</li> <li>- The business case (proof of concept)</li> <li>- Sustainability of off-take (market access)</li> </ul> <p>Beneficiation of Biomass through Value-added Industries: harvesting, primary and secondary processing, and the expansion on what type/s of VAI, where applicable.</p> <p>3. A long-term plan beyond the three-year project period.</p>	
<p><b>The bidder provides evidence of their understanding of the following prioritised areas;</b></p> <p>1. Consideration given to the legal status of the land on which the proposed activities will take place and provides evidence thereof, including:</p> <ul style="list-style-type: none"> <li>- formal protected areas (eg: stewardship, nature reserves and areas protected in terms of South African legislation)</li> <li>- informal protected areas (eg: private nature reserves and mountain catchments)</li> <li>- buffers around formal and informal protected areas</li> <li>- Consideration given to the legal status of the land on which the proposed activities will take place, including communal land, state land and land reform status.</li> <li>- Biological control implementation and single species priorities irrespective of legal status of the land</li> </ul>	4

<p>2. Private sector investment/s and other resources that may be unlocked (secured or potential third parties listed, and letters of support or formal agreements with land-owners, traditional authorities and other land management agencies).</p> <p><b><u>OR</u></b></p> <p>The unlocking of third-party investment in Value-Added Industries (where applicable) including;</p> <ul style="list-style-type: none"> <li>- Security of raw material supply e.g. biomass, and access to land</li> <li>- Accessibility of terrain</li> <li>- The business case (proof of concept)</li> <li>- Sustainability of off-take (market access)</li> </ul> <p>Beneficiation of Biomass through Value-added Industries: harvesting, primary and secondary processing, and the expansion on what type/s of VAI, where applicable.</p>	
<p><b>The bidder provides evidence of their understanding of the following prioritised areas;</b></p> <p>1. Consideration given to the legal status of the land on which the proposed activities will take place and provides evidence thereof, including:</p> <ul style="list-style-type: none"> <li>- formal protected areas (eg: stewardship, nature reserves and areas protected in terms of South African legislation)</li> <li>- informal protected areas (eg: private nature reserves and mountain catchments)</li> <li>- buffers around formal and informal protected areas</li> <li>- Consideration given to the legal status of the land on which the proposed activities will take place, including communal land, state land and land reform status.</li> <li>- Biological control implementation and single species priorities irrespective of legal status of the land</li> </ul>	3
<p><b>The bidder provides <u>poor/limited</u> evidence of their understanding of the following prioritised areas;</b></p> <p>1. Consideration given to the legal status of the land on which the proposed activities will take place and provides evidence thereof, including:</p> <ul style="list-style-type: none"> <li>- formal protected areas (eg: stewardship, nature reserves and areas protected in terms of South African legislation)</li> </ul>	2

<ul style="list-style-type: none"> <li>- informal protected areas (eg: private nature reserves and mountain catchments)</li> <li>- buffers around formal and informal protected areas</li> <li>- Consideration given to the legal status of the land on which the proposed activities will take place, including communal land, state land and land reform status.</li> <li>- Biological control implementation and single species priorities irrespective of legal status of the land</li> </ul> <p>2. Private sector investment/s and other resources that may be unlocked (secured or potential third parties listed, and letters of support or formal agreements with land-owners, traditional authorities and other land management agencies.</p> <p>3. The unlocking of third-party investment in Value-Added Industries (where applicable) including;</p> <ul style="list-style-type: none"> <li>- Security of raw material supply e.g. biomass, and access to land</li> <li>- Accessibility of terrain</li> <li>- The business case (proof of concept)</li> <li>- Sustainability of off-take (market access)</li> </ul> <p>Beneficiation of Biomass through Value-added Industries: harvesting, primary and secondary processing, and the expansion on what type/s of VAI, where applicable.</p>	
<p><b>The bidder provides <u>poor/limited</u> evidence of their understanding of the following prioritised areas;</b></p> <p>1. Consideration given to the legal status of the land on which the proposed activities will take place and provides evidence thereof, including:</p> <ul style="list-style-type: none"> <li>- formal protected areas (eg: stewardship, nature reserves and areas protected in terms of South African legislation)</li> <li>- informal protected areas (eg: private nature reserves and mountain catchments)</li> <li>- buffers around formal and informal protected areas</li> <li>- Consideration given to the legal status of the land on which the proposed activities will take place, including communal land, state land and land reform status.</li> </ul>	1

- Biological control implementation and single species priorities irrespective of legal status of the land	
Not compliant (do not address priority areas as listed)	0

Below is a breakdown of a scoring matrix and the evaluation criteria for the “*Technical Ability*” of NRM Field Operations Projects;

## B. EVALUATION ON TECHNICAL ABILITY: NRM FIELD OPERATIONS PROJECTS

The following values/indicators will be applicable when evaluating technical ability:

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

<b>Indicator 1 – Quality of Project Plan</b>	
<b>Criteria</b>	<b>Score</b>
Project plan, with goals and objectives, provided in line with NRM strategic objectives with employment deliverables, annual employment timeframes and milestones set for selected NRM Project Category.	
Project plan, with goals and objectives, provided are relevant and <u>fully</u> in line with NRM strategic objectives with <u>innovative methodologies/approaches and/or products</u> . <u>Annual</u> employment deliverables and job categories presented. <u>Annual</u> employment timeframe and milestones, considering job categories, presented.	5
Project plan, with goals and objectives, provided are relevant and <u>fully</u> in line with NRM strategic objectives. <u>Annual</u> employment deliverables presented. <u>Annual</u> employment timeframe and milestones presented.	4
Project plan, with goals and objectives, provided are only <u>partially</u> in line with NRM strategic objectives. Employment deliverables presented at contract period level <u>only</u> . Employment timeframe and milestones at contract period level <u>only</u> .	3
Project plan, with goals and objectives, provided are not in line with NRM strategic objectives. No defined employment deliverables. No defined contract employment timeframe and milestones.	2
Project plan irrelevant	1
No information provided	0



Indicator 2 – Capability and experience of SP’s team	
Criteria	Score
<ul style="list-style-type: none"> <li>The bidder provides evidence that the bidder’s team has the <b>relevant</b> project experience, qualifications, knowledge, and skills required to ensure the efficient deliverable of the work with an average of <u>6 years</u> of experience within the core team or more for a project &lt; R10 000 000 per year; an average of <u>10 years</u> or more for projects &gt; R10 000 000 per year.</li> <li>More than <u>50%</u> of the core management team has a relevant <u>Degree/Diploma</u> in Natural Resource Management, economic development and/or business management qualification for projects &lt; R10 000 000, and more than <u>50%</u> of the core management team has a <u>Post Graduate</u> qualification in Natural Resource Management, economic development and/or business management for projects &gt; R10 000 000.</li> </ul>	5
<ul style="list-style-type: none"> <li>The bidder provides evidence that the bidder’s team has the <b>relevant</b> project experience, qualifications, knowledge, and skills required to ensure the efficient deliverable of the work with an average of <u>5 years</u> of experience within the core team or more for a project &lt; R10 000 000 per year; an average of <u>6-9 years</u> for projects &gt; R10 000 000 per year.</li> <li>More than <u>50%</u> of the core management team has a <u>matric/or equivalent</u> for projects &lt; R10 000 000, and more than <u>50%</u> of the core management team has a <u>relevant degree/diploma</u> in Natural Resource Management, economic development and/or business management qualification for projects &gt;R10 000 000.</li> </ul>	4
<ul style="list-style-type: none"> <li>The bidder provides evidence that the bidder’s team has the <b>relevant</b> project experience, qualifications, knowledge, and skills required to ensure the efficient deliverable of the work with an average of <u>3-4 years</u> of experience within the core team or more for a project &lt; R10 000 000 per year; an average of <u>4-5 years</u> for projects &gt; R10 000 000 per year.</li> </ul>	3

<ul style="list-style-type: none"> <li>More than <u>25%</u> of the core management team has a <u>matric/or equivalent</u> for projects &lt;R10 000 000, and more than <u>25%</u> of the core management team has a <u>qualification</u> in Natural Resource Management, economic development and/or business management qualification for projects &gt;R10 000 000.</li> </ul>	
<ul style="list-style-type: none"> <li>The bidder provides evidence that the bidder's team has the <b>relevant</b> project experience, qualifications, knowledge, and skills required to ensure the efficient deliverable of the work with an average of <u>2 years of</u> experience within the core team or more for a project &lt; R10 000 000 per year; an average of <u>3 years</u> for projects &gt; R10 000 000 per year.</li> <li>More than <u>15-24%</u> of the core management team has a <u>matric/equivalent</u> for projects &lt; R10 000 000, and more than <u>15-24%</u> of the core management team has a <b>relevant</b> Natural Resources Management <u>degree/diploma</u>, economic development and/or business management qualification for projects &gt;R10 000 000.</li> </ul>	2
<ul style="list-style-type: none"> <li>The bidder provides evidence that the bidder's team has the <b>relevant</b> project experience, qualifications, knowledge, and skills required to ensure the efficient deliverable of the work with an average of <u>1 year of</u> experience within the core team or more for a project &lt; R10 000 000 per year; an average of <u>2 years</u> for projects &gt; R10 000 000 per year.</li> <li>More than <u>10-14%</u> of the core management team has a <u>matric/equivalent</u> for projects &lt; R10 000 000 and more than <u>10-14%</u> of the core management team has a <b>relevant</b> Natural Resources Management <u>degree/diploma</u> and/or economic development/business management qualification for projects &gt;R10 000 000.</li> </ul>	1
<ul style="list-style-type: none"> <li>Not compliant</li> </ul>	0
<b>Indicator 3 – Track record of SP</b>	
<b>Criteria</b>	<b>Score</b>
<ul style="list-style-type: none"> <li>The bidder provides evidence (i.e. a Company, Subsidiary, Joint Venture, Partnership or related parties profile) that highlights SP's past and/or ongoing experience and competency in a similar natural resources management field, with similar scope in terms of size and complexity with <u>6 or more</u> years or more</li> </ul>	5

<p>for a project &lt; R10 000 000 per year; and <u>10 or more</u> years for projects &gt; R10 000 000 per year.</p> <ul style="list-style-type: none"> <li>• The bidder provides evidence and should submit full details of, and at least <u>3</u> reliable contactable signed references from stakeholders that confirms that the bidder has the required experience for, projects of a similar scope which were successfully completed in the previous years.</li> <li>• The tender provides evidence of <u>3 or more</u> previous tenders awarded and/or projects successfully completed, including the project value/s and track record of service delivery against target/s.</li> </ul>	
Criteria	Score
<ul style="list-style-type: none"> <li>• The bidder provides evidence (i.e. a Company, Subsidiary, Joint Venture, Partnership or related parties profile) that highlights SP's past and/or ongoing experience and competency in a similar natural resources management field, with similar scope in terms of size and complexity with <u>4 or more</u> years for a project &lt; R10 000 000 per year; and <u>7 or more</u> years for projects &gt; R10 000 000 per year.</li> <li>• The bidder provides evidence and should submit full details of, and <u>2</u> reliable contactable signed references from stakeholders that confirms that the bidder has the required experience for, projects of a similar scope which were successfully completed in the previous years.</li> <li>• The tender provides evidence of <u>2</u> previous tenders awarded and/or projects successfully completed, including the project value/s and track record of service delivery against target/s.</li> </ul>	4
Criteria	Score
<ul style="list-style-type: none"> <li>• The bidder provides evidence (i.e. a Company, Subsidiary, Joint Venture, Partnership or related parties profile) that highlights SP's past and/or ongoing experience and competency in a similar natural resources management field, with similar scope in terms of size and complexity with <u>3 or more</u> years for a project &lt; R10 000 000 per year; and <u>5 or more</u> years for projects &gt; R10 000 000 per year.</li> <li>• The bidder provides evidence and should submit full details of, and at least <u>1</u> reliable contactable signed reference from stakeholders that confirms that the</li> </ul>	3

<p>bidder has the required experience for, projects of a similar scope which were successfully completed in the previous years.</p> <ul style="list-style-type: none"> <li>The tender provides evidence of <u>1</u> previous tender awarded and/or projects successfully completed, including the project value/s and track record of service delivery against target/s.</li> </ul>	
Criteria	Score
<ul style="list-style-type: none"> <li>The bidder provides evidence (i.e. a Company, Subsidiary, Joint Venture, Partnership or related parties profile) that highlights SP's past and/or ongoing experience and competency in a similar natural resources management field, with similar scope in terms of size and complexity with <u>2 year or more</u> for a project &lt; R10 000 000 per year; and <u>3 years or more</u> for projects &gt; R10 000 000 per year.</li> <li>The bidder provides no evidence of <u>no</u> reliable contactable signed references from stakeholders (i.e. NRM) that confirms that the bidder has the required experience for, projects of a similar scope that were successfully completed in the previous years.</li> <li>The tender provides <u>no</u> evidence of previous tenders awarded and/or projects successfully completed, nor the project value/s and track record of service delivery against target/s.</li> </ul>	2
Criteria	Score
<ul style="list-style-type: none"> <li>The bidder provides evidence (i.e. a Company, Subsidiary, Joint Venture, Partnership or related parties profile) that highlights SP's past and/or ongoing experience and competency in a similar natural resources management field, with similar scope in terms of size and complexity with of <u>1 year or more</u> a project &lt; R10 000 000 per year; and <u>2 years or more</u> for projects &gt; R10 000 000 per year.</li> <li>The bidder provides <u>no</u> evidence of reliable contactable signed references from stakeholders (i.e. NRM) that confirms that the bidder has the required experience for, projects of a similar scope that were successfully completed in the previous years.</li> </ul>	1

<ul style="list-style-type: none"> <li>The tender provides <u>no</u> evidence of previous tenders awarded and/or projects successfully completed, nor the project value/s and track record of service delivery again target/s.</li> </ul>	
<b>Criteria</b>	<b>Score</b>
<ul style="list-style-type: none"> <li>Not compliant</li> </ul>	0

8.7.5 Operational Support, Planning, Development, and Capacity Building Projects - Areas of First Assessment (Stage 1) – Functionality & Technical Ability

The following values/indicators will be applicable when evaluating functionality & technical ability:  
0 = Non-compliance, 1 = Poor; 2 = Fair; 3 = Average; 4 = Good; 5 = Excellent.

The table below depicts the first assessment relating to the Operational Support, Planning, Development, and Capacity Building Projects where the total functionality amounts to 55% and the technical ability amounts to 45%, collectively amounting to 100%. Any bidder that scored 75% or higher in the functionality and technical evaluation (first assessment/stage 1), will be considered to progress to a second assessment.

<b>First Assessment/Stage 1 - Operational Support, Planning, Development, and Capacity Building projects: First Assessment</b>	
<b>Area of Assessment</b>	<b>Maximum Points</b>
A. <u>Functionality</u> ;	55 points (=55%)
1. Understanding of brief and selected NRM Project Category (20 points)	
2. Understanding of the resources and institutional arrangements required to implement selected NRM Project (35 points)	
B. <u>Technical Ability</u> ;	45 points (=45%)
1. Quality of Project Plan (5 points)	
2. Capability and experience of SP's team (20 points)	
3. Track Record of SP (20 points)	
<b>First Assessment Subtotal</b> (a minimum of 75% needs to be scored for the SP to progress to a Second Assessment)	100 points (=100%)

Below is a breakdown of a scoring matrix (1 to 5) and the evaluation criteria for the “*Functionality*” of Operational Support, Planning, Development, and Capacity Building Projects;

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

**A. EVALUATION CRITERIA - FUNCTIONALITY: OPERATIONAL SUPPORT, PLANNING, DEVELOPMENT, AND CAPACITY BUILDING PROJECTS**

Indicator 1 - Understanding of Brief and Selected NRM Project Category	Score
<p><b>The bidder provides evidence of their understanding of the following prioritised areas;</b></p> <ol style="list-style-type: none"> <li>1. That the key focus areas of the proposed project are aligned to the NRM project category tendered for.</li> <li>2. The overall desired purpose and outcome of the proposed project, vision &amp; objectives (what the project intends to achieve) that is aligned to the project category tendered for (including how it relates to the operational aspects of NRM).</li> <li>3. That the proposed project beneficiates prioritised black designated groups as prescribed in the Preferential Procurement Regulations of 2017.</li> <li>4. A detailed Project Scope that includes employment outputs and key focus areas that are aligned to NRM norms.</li> <li>5. A proposed Methodology/Management Approach that is in line with best practice considering the EPWP nature of the programme.</li> </ol>	<b>5</b>
<p><b>The bidder provides evidence of their understanding of the following prioritised areas;</b></p> <ol style="list-style-type: none"> <li>1. That the key focus areas of the proposed project are aligned to the NRM project category tendered for.</li> <li>2. The overall desired purpose and outcome of the proposed project, vision &amp; objectives (what the project intends to achieve) that is aligned to the project category tendered for (including how it relates to the operational aspects of NRM).</li> </ol>	<b>4</b>

<p>3. That the proposed project beneficiates prioritised black designated groups as prescribed in the Preferential Procurement Regulations of 2017.</p> <p>4. A detailed Project Scope that includes employment outputs and key focus areas that are aligned to NRM norms.</p>	
<p><b>The bidder provides evidence of their understanding of the following prioritised areas;</b></p> <p>1. That the key focus areas of the proposed project are aligned to the NRM project category tendered for.</p> <p>2. The overall desired purpose and outcome of the proposed project, vision &amp; objectives (what the project intends to achieve) that is aligned to the project category tendered for (including how it relates to the operational aspects of NRM).</p> <p>3. That the proposed project beneficiates prioritised black designated groups as prescribed in the Preferential Procurement Regulations of 2017.</p>	3
<p><b>The bidder provides evidence of their understanding of the following prioritised areas;</b></p> <p>1. That the key focus areas of the proposed project are aligned to the NRM project category tendered for.</p> <p>2. The overall desired purpose and outcome of the proposed project, vision &amp; objectives (what the project intends to achieve) that is aligned to the project category tendered for (including how it relates to the operational aspects of NRM).</p>	2
<p><b>The bidder provides evidence of their understanding of the following prioritised areas;</b></p> <p>1. That the key focus areas of the proposed project are aligned to the NRM project category tendered for.</p>	1
<p>Not compliant (do not address priority areas as listed)</p>	0

<b>Indicator 2 - Understanding of the resources and institutional arrangements required to implement selected NRM Project</b>	<b>Score</b>
<p><b>The bidder provides evidence of their understanding of the following prioritised areas;</b></p> <ol style="list-style-type: none"> <li>1. A clear understanding of the skill sets required to implement the project and the relevant beneficiary capacity building that supports the management and implementation for natural resource management.</li> <li>2. The Project's institutional arrangements (organogram) and implementation arrangements (resources needed to implement the project) are clearly demonstrated (with evidence), are appropriate and aligned to the project size and category proposed.</li> <li>3. A cost-effective and innovative plan to deliver on NRM capacity building requirements.</li> <li>4. The unlocking (or potential unlocking) of third-party resources that is adequately aligned to the project and provides evidence thereof.</li> <li>5. Their ability and capacity to capture, record and collate evidence for reporting purposes (e.g. Key Performance Indicator and Employment, Training and Capacity building reports).</li> <li>6. Their roles and responsibilities, in line with the prescribed requirements and management of the NRM project and provides evidence thereof.</li> </ol>	<b>5</b>
<p><b>The bidder provides evidence of their understanding of the following prioritised areas;</b></p> <ol style="list-style-type: none"> <li>1. A clear understanding of the skill sets required to implement the project and the relevant beneficiary capacity building that supports the management and implementation for natural resource management.</li> <li>2. The Project's institutional arrangements (organogram) and implementation arrangements (resources needed to implement the project) are clearly demonstrated (with evidence), are appropriate and aligned to the project size and category proposed.</li> <li>3. A cost-effective and innovative plan to deliver on NRM capacity building requirements.</li> <li>4. The unlocking (or potential unlocking) of third-party resources that is adequately aligned to the project and provides evidence thereof.</li> </ol>	<b>4</b>



<p>5. Their ability and capacity to capture, record and collate evidence for reporting purposes (e.g. Key Performance Indicator and Employment, Training and Capacity building reports).</p>	
<p><b>The bidder provides evidence of their understanding of the following prioritised areas;</b></p> <ol style="list-style-type: none"> <li>1. A clear understanding of the skill sets required to implement the project and the relevant beneficiary capacity building that supports the management and implementation for natural resource management.</li> <li>2. The Project's institutional arrangements (organogram) and implementation arrangements (resources needed to implement the project) are clearly demonstrated (with evidence), are appropriate and aligned to the project size and category proposed.</li> <li>3. A cost-effective and innovative plan to deliver on NRM capacity building requirements.</li> <li>4. The unlocking (or potential unlocking) of third-party resources that is adequately aligned to the project and provides evidence thereof.</li> </ol>	<b>3</b>
<p><b>The bidder provides evidence of their understanding of the following prioritised areas;</b></p> <ol style="list-style-type: none"> <li>1. A clear understanding of the skill sets required to implement the project and the relevant beneficiary capacity building that supports the management and implementation for natural resource management.</li> <li>2. The Project's institutional arrangements (organogram) and implementation arrangements (resources needed to implement the project) are clearly demonstrated (with evidence), are appropriate and aligned to the project size and category proposed.</li> <li>3. A cost-effective and innovative plan to deliver on NRM capacity building requirements.</li> </ol>	<b>2</b>
<p><b>The bidder provides evidence of their understanding of the following prioritised areas;</b></p> <ol style="list-style-type: none"> <li>1. A clear understanding of the skill sets required to implement the project and the relevant beneficiary capacity building that supports the management and implementation for natural resource management.</li> <li>2. The Project's institutional arrangements (organogram) and implementation arrangements (resources needed to implement the project) are clearly</li> </ol>	<b>1</b>

demonstrated (with evidence), are appropriate and aligned to the project size and category proposed.	
Not compliant (do not address priority areas as listed)	<b>0</b>

## B. EVALUATION ON TECHNICAL ABILITY: OPERATIONAL SUPPORT, PLANNING, DEVELOPMENT, AND CAPACITY BUILDING PROJECTS

The following values/indicators will be applicable when evaluating technical ability:

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

<b>Indicator 1 – Quality of Project Plan</b>	
<b>Criteria</b>	<b>Score</b>
Project plan, with goals and objectives, provided in line with NRM strategic objectives with capacity building deliverables, annual capacity building timeframes and milestones set for selected NRM Project Category.	
Project plan, with goals and objectives, provided are relevant and fully in line with NRM strategic objectives with <u>innovative methodologies/approaches and/or products</u> . <u>Annual</u> capacity building deliverables and job categories presented. <u>Annual</u> capacity building timeframe and milestones, considering job categories, presented.	5
Project plan, with goals and objectives, provided are relevant and fully in line with NRM strategic objectives. Annual capacity building deliverables presented. Annual capacity building timeframe and milestones presented.	4
Project plan, with goals and objectives, provided are only <u>partially</u> in line with NRM strategic objectives. Capacity building deliverables presented at contract period level only. Capacity building timeframe and milestones at contract period level only.	3
Project plan, with goals and objectives, provided are not in line with NRM strategic objectives. No defined capacity building deliverables. No defined contract capacity building timeframe and milestones.	2
Project plan irrelevant	1
No information provided	0

<b>Indicator 2 – Capability and experience of SP’s team</b>	
<b>Criteria</b>	<b>Score</b>
<ul style="list-style-type: none"> <li>The bidder provides evidence that the bidder’s team has the <b>relevant</b> project experience, qualifications, knowledge, and skills required to ensure the efficient deliverable of the work with an average of <u>6</u> years of experience within the core team or more for a project &lt; R3 000 000 per year; an average of <u>10</u> years or more for projects &gt; R3 000 000 per year.</li> <li>More than <u>50%</u> of the core management team has a relevant <u>post graduate Degree/Diploma</u> in NRM and/or business management/economic development qualification for projects &gt;R3 000 000, and more than <u>50%</u> of the core management team has a <u>Post Graduate qualification</u> in NRM and/or business management/economic development for projects &gt;R3 000 000</li> </ul>	5
<ul style="list-style-type: none"> <li>The bidder provides evidence that the bidder’s team has the <b>relevant</b> project experience, qualifications, knowledge, and skills required to ensure the efficient deliverable of the work with an average of <u>5</u> years of experience within the core team or more for a project &lt;R3 000 000 per year; an average of <u>6-9</u> years for projects &gt; R3 000 000 per year.</li> <li>More than <u>50%</u> of the core management team has a <u>degree or diploma</u> for projects &lt;R3 000 000, and more than <u>50%</u> of the core management team has a relevant <u>post graduate degree/diploma and/or business management/economic development qualification</u> for projects &gt;R3 000 000</li> </ul>	4
<ul style="list-style-type: none"> <li>The bidder provides evidence that the bidder’s team has the <b>relevant</b> project experience, qualifications, knowledge, and skills required to ensure the efficient deliverable of the work with an average of <u>3-4</u> years of experience within the core team or more for a project &lt; R3 000 000 per year; an average of <u>4-5</u> years for projects &gt; R3 000 000 per year.</li> <li>More than <u>25%</u> of the core management team has a <u>degree or diploma</u> for projects &lt;R3 000 000, and more than <u>25%</u> of the core management team has a <u>relevant post graduate degree/diploma and/or business management/economic development qualification</u> for projects &gt; R3 000 000</li> </ul>	3
<ul style="list-style-type: none"> <li>The bidder provides evidence that the bidder’s team has the <b>relevant</b> project experience, qualifications, knowledge, and skills required to ensure the efficient deliverable of the work with an average of <u>2</u> years of experience within the core</li> </ul>	2

<p>team or more for a project &lt; R3 000 000 per year; an average of <u>3</u> years for projects &gt; R3 000 000 per year.</p> <ul style="list-style-type: none"> <li>• More than <u>15-24%</u> of the core management team has a <u>degree or diploma</u> for projects &lt; R3 000 000, and more than <u>15-24%</u> of the core management team has a <b>relevant post graduate degree/diploma</b> and/or business management/economic development qualification for projects &gt; R3 000 000</li> </ul>	
<ul style="list-style-type: none"> <li>• The bidder provides evidence that the bidder's team has the <b>relevant</b> project experience, qualifications, knowledge, and skills required to ensure the efficient deliverable of the work with an average of <u>1</u> year of experience within the core team or more for a project &lt; R3 000 000 per year; an average of <u>2</u> years for projects &gt; R3 000 000 per year.</li> <li>• More than <u>10-14%</u> of the core management team has a <u>degree or diploma</u> for projects &lt; R3 000 000 and more than <u>10-14%</u> of the core management team has a <b>relevant post graduate degree/diploma</b> and/or business management/economic development qualification for projects &gt; R3 000 000</li> </ul>	1
<ul style="list-style-type: none"> <li>• Not compliant</li> </ul>	0
<b>Indicator 3 – Track record of SP</b>	
<b>Criteria</b>	<b>Score</b>
<ul style="list-style-type: none"> <li>• The bidder provides evidence (i.e. a Company, Joint Venture, Subsidiary, Partnership or related parties profile) that highlights SP's past and/or ongoing experience and competency in a similar natural resources management field, with similar scope in terms of size and complexity with of <u>6</u> or more years or more for a project &lt; R3 000 000 per year; and <u>10</u> or more years for projects &gt; R3 000 000 per year.</li> <li>• The bidder provides evidence and should submit full details of, and at least <u>3</u> reliable contactable signed references from stakeholders (i.e. NRM) that confirms that the bidder has the required experience for, projects of a similar scope which were successfully completed in the previous years.</li> <li>• The tender provides evidence of <u>3</u> or more previous tenders awarded and/or projects successfully completed, including the project value/s and track record of service delivery against target/s.</li> </ul>	5
<b>Criteria</b>	<b>Score</b>
<ul style="list-style-type: none"> <li>• The bidder provides evidence (i.e. a Company, Joint Venture, Subsidiary, Partnership or related parties profile) that highlights SP's past and/or ongoing</li> </ul>	4

<p>experience and competency in a similar natural resources management field, with similar scope in terms of size and complexity with <u>4 years or more</u> for a project &lt; R3 000 000 per year; and <u>7 or more</u> years for projects &gt; R3 000 000 per year.</p> <ul style="list-style-type: none"> <li>• The bidder provides evidence and should submit full details of, and <u>2</u> reliable contactable signed references from stakeholders (i.e. NRM) that confirms that the bidder has the required experience for, projects of a similar scope which were successfully completed in the previous years.</li> <li>• The tender provides evidence of <u>2</u> previous tenders awarded and/or projects successfully completed, including the project value/s and track record of service delivery against target/s.</li> </ul>	
<b>Criteria</b>	<b>Score</b>
<ul style="list-style-type: none"> <li>• The bidder provides evidence (i.e. a Company, Joint Venture, Subsidiary, Partnership or related parties profile) that highlights SP's past and/or ongoing experience and competency in a similar natural resources management field, with similar scope in terms of size and complexity with <u>3 years or more</u> for a project &lt; R3 000 000 per year; and <u>5 or more</u> years for projects &gt; R3 000 000 per year.</li> <li>• The bidder provides evidence and should submit full details of, and at least <u>1</u> reliable contactable signed reference from stakeholders (i.e. NRM) that confirms that the bidder has the required experience for, projects of a similar scope which were successfully completed in the previous years.</li> <li>• The tender provides evidence of <u>1</u> previous tender awarded and/or projects successfully completed, including the project values</li> </ul>	3
<b>Criteria</b>	<b>Score</b>
<ul style="list-style-type: none"> <li>• The bidder provides evidence (i.e. a Company, Joint Venture, Subsidiary, Partnership or related parties profile) that highlights SP's past and/or ongoing experience and competency in a similar natural resources management field, with similar scope in terms of size and complexity with <u>2 years or more</u> for a project &lt; R3 000 000 per year; and <u>3 years or more</u> for projects &gt; R3 000 000 per year.</li> <li>• The bidder provides no evidence of no reliable contactable signed references from stakeholders (i.e. NRM) that confirms that the bidder has the required</li> </ul>	2

<p>experience for, projects of a similar scope that were successfully completed in the previous years.</p> <ul style="list-style-type: none"> <li>The tender provides no evidence of the previous tender/s awarded and/or projects successfully completed, nor the project value/s and track record of service delivery against target/s.</li> </ul>	
<b>Criteria</b>	<b>Score</b>
<ul style="list-style-type: none"> <li>The bidder provides evidence (i.e. a Company, Joint Venture, Subsidiary, Partnership or related parties profile) that highlights SP's past and/or ongoing experience and competency in a similar natural resources management field, with similar scope in terms of size and complexity with of <u>1 year or more</u> for a project &lt; R3 000 000 per year; and <u>2 years or more</u> for projects &gt; R3 000 000 per year.</li> <li>The bidder provides <u>no</u> evidence of reliable contactable signed references from stakeholders (i.e. NRM) that confirms that the bidder has the required experience for, projects of a similar scope that were successfully completed in the previous years.</li> <li>The tender provides <u>no</u> evidence of previous tenders awarded and/or projects successfully completed, <u>nor</u> the project value/s and track record of service delivery against target/s.</li> </ul>	1
<b>Criteria</b>	<b>Score</b>
<ul style="list-style-type: none"> <li>Not compliant</li> </ul>	0

#### 8.7.6 Areas of Second Assessment

The second assessment for i) NRM Field Operations and ii) Operational Support, Planning, Development, and Capacity Building projects; will be based on the following two indicators; (as set out in the table below), depending on the tender amount (above or under R50 million).

<b>Second Assessment (For tenders <u>OVER</u> R50 million)</b>	
<b>Area of Assessment</b>	<b>Maximum Points</b>
1. The bid price will be assessed per project category and will be based on the price quotation, which will be calculated by subtracting the Wage Cost per FTE from the <u>total</u> cost per FTE (which includes all four budget items as listed below; <ul style="list-style-type: none"> <li>i. EPWP Employment Costs (household income)</li> <li>ii. Training &amp; Capacity Building Costs (training &amp; development benefits)</li> <li>iii. Natural Resource Management Service Operations Costs (NRM benefits)</li> <li>iv. Project management, planning, execution and administration services</li> </ul>	90 points (=90%)
2. Preferential points (B-BBEE Status Level Contributor)	10 points (=10%)
<b>TOTAL</b>	<b>100%</b>

<b>Second Assessment (For tenders <u>UNDER</u> R50 million)</b>	
<b>Area of Assessment</b>	<b>Maximum Points</b>
1. The bid price will be assessed per project category and will be based on the price quotation, which will be calculated by subtracting the Wage Cost per FTE from the <u>total</u> cost per FTE (which includes all four budget items as listed below; <ul style="list-style-type: none"> <li>i. EPWP Employment Costs (household income)</li> <li>ii. Training &amp; Capacity Building Costs (training &amp; development benefits)</li> <li>iii. Natural Resource Management Service Operations Costs (NRM benefits)</li> <li>iv. Project management, planning, execution and administration services</li> </ul>	80 points (=80%)
2. Preferential points (B-BBEE Status Level Contributor)	20 points (=20%)
<b>TOTAL</b>	<b>100%</b>

**Preferential points (BEE)**

- The SCM unit of the Department will allocate preferential points (BEE) to each company for its contribution towards empowerment of the black designated groups as prescribed in the Preferential Procurement Regulations of 2017, women, people with disabilities, youth as well as local economic development as set out in the Broad-Based Black Economic Empowerment Codes.
- A tender will not be disqualified from the tender process if the bidder does not submit a certificate substantiating the B-BBEE status level of contribution or is a non-compliant contributor. Such a bidder will score 0 for B-BBEE.

8.7.7 Tenders will be subject to SCM conditions of the Department. The Preferential Procurement Regulations, 2011 issued in terms of section 5 of the Preferential Procurement Policy Framework Act (Act No 5 of 2000) (PPPFA), aligned with the aims of the Broad-Based Black Economic Empowerment Act 53 of 2003 as amended by the Broad-Based Black Economic Empowerment Amendment Act 46 of 2013, and Phase 2 of its Codes of Good Practice.

8.7.8 The PPPFA prescribes that the lowest acceptable bid will score 80 or 90 points for price (as explained above, depending on whether the bid prices is more or less than R50million). Bidders that quoted higher prices will score lower points for price on a pro-rata basis. Where functionality is set as a criterion, only bid proposals that meets functionality requirements will be considered to be evaluated on price and B-BBEE.

8.7.9 The contract will be awarded to the tenderer scoring the highest points. However, a contract may be awarded to a SP that did not score the highest points, only under regulation 2(1) (f) of the Preferential Procurement Regulation (PPR), 2017. The PPR mentions that objective criteria may be used to justify awarding the contract to another SP who has not scored the highest points. These objective criteria include contracting with persons, or categories of persons, historically disadvantaged by unfair discrimination based on race, gender or disability.

**9 BID SUBMISSION REQUIREMENTS**

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



- 9.1.1. The service provider must draft a table of content which will indicate where each document is located in the proposal
- 9.1.2. The proposal shall consist of two parts, namely the technical/functional bid and the pricing bid (master and copy, including on flash drive). The application form can be accessed through the following link: <http://129.232.236.170/NRMImplementationBid/nrmform>
- 9.1.3. A certified copy of the relevant tertiary qualification or equivalent from a member from a recognised institution. Bidders are expected to ensure that nominated Team Leader with foreign qualifications submit South African Qualifications Authority (SAQA) Certificate with the bid submission for evaluation. **Failure to do so will render the resource nominated not being allocated points and scoring zero (0).**
- 9.1.4. The information in the CV of the proposed Project Team Members (CORE TEAM) should include relevant experience and qualifications in the chosen area of expertise demonstrating the required competency.
- 9.1.5. The proposal should include, amongst others, the following:
  - 9.1.5.1. A proposed Programme Strategy, Structure and Implementation Plan
  - 9.1.5.2. A list of references for the Executive Management Team and Key Technical Experts
  - 9.1.5.3. Track records of the bidder and related parties where applicable
  - 9.1.5.4. Ability to ensure continuing in executive management and resource deployment
- 9.1.6. Project reference specifying the role played by the service provider in the listed projects or assignments, project value and the duration of the project (start and end date).
- 9.1.7. A detailed Project Plan with clear indication of who will be responsible for the management of the assignment as well as its execution. The allocation of team members to assignments should be based on the experience in delivering the scope of work as listed.
- 9.1.8. Standard bidding documents (SBD1, 2, 3.3, 4, 6.1, 8 and 9).
- 9.1.9. A valid copy of the Tax Clearance Certificate/ Tax Compliance Status Pin issued by SARS to the supplier/copy of Central Supplier Database (CSD)/ MA supplier Number must be submitted together with the bid.
- 9.1.10. In case of bids where Consortia / Joint Ventures / Sub-contractors are involved, such must be clearly indicated and each party must submit a separate copy of a valid Tax Clearance Certificate or copy of Tax Compliance Status Pin or CSD/ MA supplier Number together with the bid.
- 9.1.11. Certified copies of identity documents of directors and shareholders of the company.

9.1.12. Entity registration Certificate (CK1).

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

9.1.14. The tender should include, amongst other, the following:

- A proposed plan of action;
- A list of references;
- Ability to ensure continuing of staff on the project.
- Workbook 1 with spreadsheets in prescribed format and on flash drive
- Application form in hard copy and flash drive that can be accessed on:  
<http://129.232.236.170/NRMImplementationBid/nrmform>

## **10. SPECIAL CONDITIONS OF CONTRACT**

10.1. On appointment, the performance measures for the delivery of the agreed services will be closely monitored by DEFF.

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

10.3. The Contract Manager shall do the ongoing management of the Service Level Agreement (SLA).

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

10.5. The Service Provider/s must guarantee the presence of the Team Leader in charge of programme throughout the duration of the contract. Prior to the appointment of a replacement, the Contract Manager from DEFF must approve such appointment. If the Team Leader has to leave the project, a period of at least one month is required in which the senior consultant must work parallel with the next person (senior consultant with similar expertise and equal years of experience) appointed to be able to transfer skills and knowledge.

10.6. 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.

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

- 10.8 Travelling costs and time spent or incurred between home and office of the service provider and DEFF office will not be for the account of DEFF.
- 10.9 Bidders failing to meet all the mandatory requirements will automatically be disqualified.
- 10.10 Suppliers/Service Providers are requested to submit the original and valid B-BBEE Status Level Verification Certificate or certified copies thereof issued by verification agencies accredited by SANAS only or an original or certified copy of DTI sworn affidavit in terms of Codes of good practice” indicating that service provider is an EME/QSE.
- 10.11 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.
- 10.12 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.
- 10.13 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.
- 10.14 Poor or non-performance by the bidder will result in cancellation of the contract.
- 10.15 Should the service provider fail to perform, DEFF reserves the right to cancel the appointment of such service provider immediately and without any notice. DEFF also reserves the right to recover the costs incurred in arranging such training e.g. salaries/wages of attendees and any other costs deemed necessary for the successful execution of the training.
- 10.16 The performance measures for the delivery of the NRM Project category/categories tendered for points 4 and 5 above) and will be closely monitored by the Contract Manager (CM) or DEFF representative.
- 10.17 The CM/DEFF representative shall do the ongoing performance management of the MOA, Project Scope and APP.
- 10.18 The following additional information is important for bidders to note;
- The bidder should provide details of staff training, highlighting training and development policies and procedures, with specific reference to affirmative action policies and initiatives.
  - The tender’s breakdown of the tariff inclusive of value-added tax for services rendered should be submitted as a percentage (%) of operational costs, describing what services would be rendered for the fees, or in the case of development projects the hourly rates of staff. Expenditure incurred without the prior approval of the CM will not be reimbursed.
  - A comprehensive budget should be provided, showing the charge-out rates of all the staff to be involved in the assignment and also including all other costs factors such as traveling, how a joint venture (if the bidders are a joint venture between a BEE firm and a non-BEE firm) will

split the work between the firms, etc. The detail must be such that the Department can audit the actual work allocation during the delivery to enforce the transfer of skills between the two firms. (The percentage involvement of each company in the joint venture should also be indicated). Please note that all members of the joint venture should sign the contract and are jointly and severally liable for the entire assignment.

- Please take note that the Department is not bound to select any of the entities submitting tenders. The Department reserves the right not to award any of the tenders and not to award the contract to the lowest tender price.

#### 10.19 Minimum criteria for all NRM Projects

- The successful SP may not employ project participants currently employed by the Land User on whose land is worked, for more than 100 days in a particular year.
- 95% of work opportunities must be reserved for local people unless specifically authorised otherwise.
- 60% of work opportunities must be reserved for women, 65% for youth between the ages of 16 and 35 years and 2% for persons with disabilities unless specifically authorised otherwise.
- 50% of SMMEs sub-contracted or listed as related parties by the SP must represent enterprises with at least 70% of equity owned by black designated groups as prescribed in the Preferential Procurement Regulations of 2017.

#### 10.20 Training

Training requirements includes the following;

- During the first year of the contract, person-days must be a minimum of 5% of total person-days of employment and a minimum of 2% during the outer years.
- The successful SP must submit a training commitment to the CM for approval by the relevant NRM Director.
- Accredited training shall be implemented by an accredited Training SP/entity appointed by the SP or where applicable by the Department.
- The successful SP must allow all participants reflected in the training commitment for accredited training, prepared by the accredited training SP and signed by the SP, to attend training as indicated therein and the SP shall remunerate participants for such training days.
- The successful SP shall ensure that the project participants shall receive accredited and non-accredited training during the period of employment. Payments to SPs will be affected accordingly.

#### 10.21 Requirements of project participants appointed by the successful bidder or its contractors

The following requirements for participants appointed by the successful SP or its contractors should be complied with to execute the project;

- Participants employed and remunerated in terms of the community wages provision must be employed in terms of the Ministerial Determination No. 4: Public Works Programmes as contained in Government Gazette No. 35310 of 04 May 2012.
- The successful SP shall ensure that EP defined categories of participants are paid no less than the minimum wage rates as prescribed by the Department on an annual basis, which rates are within the band as determined by the EPWP. The rates can be accessed at <https://sites.google.com/site/nrmprogrammes/home/2021-2024-NRM-Bid-Call>

The Department may take into consideration other wage rates being paid on projects under the control of the SP when making any determination to avoid any conflicts or problems with the stakeholder relationships between communities and the SP. The daily wage or task-based rate shall exclude transport and other allowances (e.g. camping) and shall be comparable to rates paid for similar Projects of the Department in the area.

#### 10.22 Expanded Public Works Programme (EPWP) requirements in terms of project reporting

- The successful SP shall, for project reporting purposes, keep accurate records as required by the Department.
- The successful SP shall compile and submit a key performance report (electronically) in a format as prescribed by the Department on a monthly basis containing the following:
  - Beneficiary information of the profile of participants which include the identity number of the participant, gender, age, disability status, daily wage or task-based rates paid to participants, and training attended in a period of reporting.
  - All socio-economic and management data must be captured in an official Departmental Data Management System.

#### 10.23 The Occupational Health and Safety legislation

- The successful bidder, its sub-contractors and his/her participants are required to comply with all Occupational Health and Safety legislation and regulations.
- The successful bidder will be required to provide each participant with the required protective clothing as per the Occupational Health and Safety legislation and regulations applicable to the specific type of work.

- The successful bidder must acknowledge that the Departmental OHS Specifications constitutes an agreement in terms of Section 37(2) of the OHS Act, whereby all responsibility for health and safety matters relating to the work that are to be performed on the Premises and/or site shall be the obligation of the bidder.
- It is mandatory for the successful bidder to register all participants in terms of the Compensation for Occupational Injuries and Diseases Act (COIDA) (Act 130 of 1993) and ensure compliance thereof.

#### 10.24 Project Branding

- The project branding should be aligned with the Branding Manual of the Department's Environmental Programmes Branch.

#### 10.25 Activity Interruptions

- The successful SP shall under no circumstances intentionally interrupt performance on the Project for more than fifteen working days without prior written notification of 7 (seven) working days to the Department.

#### 10.26 Contractual Compliance

- The successful SP is required to be operational within 60 days after receiving the first payment against the deliverable of project management, planning, execution and administration services. In the event of non-compliance, the Department shall reserve the right to cancel the contract, depending on the reasonability and legitimacy of the reasons provided.

#### 10.27 Evidence

The successful SP will be required to submit evidence of the following to the Department as required:

- 3-Year Project Scope and relevant financial year's Annual Performance Plan (APP) completed and approved by the Department
- Minutes of the Inception meeting and Joint Project Visit held
- Identification of broad project risk categories
- Institutional Arrangements (Organogram of the management team and individuals of each post, CVs to be on record)
- HR and training commitments to be submitted
- Documented evidence of the above to be submitted to CM.
- Any additional evidence required will be communicated to the SP.

- Evidence of professional registration of relevant staff members where applicable.

The following evidence needs to be submitted with the KPI report on a monthly basis;

- Records of NRM Service Operations deliverables (NRM benefits), NRM specific targets as per APP such as hectares cleared, wetlands rehabilitated, research etc. depending on the project category the bidder tendered for.
- Records of all transactions between the Department and the successful SP related to the project.
- Records of employment records including socio-economic profiles of project participants, female, youth and disability including supporting documentation or information
- Records of EPWP Employment Payments (household benefits namely Wages, UIF, COIDA and where applicable other social security payments) and other socio-economic benefits (female, youth and disability)
- Records of accredited and non-accredited training
- Any additional evidence required will be communicated by the Contract Manager/s.

#### 10.28 Completion of Projects

- Upon completion of the project or the end of the contract period a close-out process should be followed to ensure that all project deliverables have been achieved. A final project assessment will be done by the CM as per the SP's contract requirements. Once the CM is satisfied with the quality of the deliverables, a Close-out Report will be completed by the SP. The Report will entail details on the stages of the project (as per the Project Scope and respective APPs) and feedback on the implementation of each stage. Where applicable, a hand-over report must be provided to the landowner.
- The documents required as part of the Close-out Report will be submitted as per the contract requirements.
- The Close-out Report must accompany the last invoice to process the final payment to the SP.

#### 10.29 Roles and Responsibilities expected of the successful Bidder

In addition to the above, the successful bidder will be responsible for the following roles and responsibilities, and will be required to illustrate their commitment and/or provide evidence as and where required by NRM;

No	Roles and Responsibilities: Service Providers
1.	Project Management
2.	Ensuring compliance with Occupational Health & Safety Act, the Client OHS Specifications, OHS Plan and File requirements, monitoring thereof, and ensuring contractors and their workers are appropriately trained, and in compliance with the protective clothing required. Appointment letters will be issued in accordance with the OHS Act as well as Department OHS Roles and Responsibility Procedure. SPs are required to comply with EP Procedures and Standards with respect to OHS. Non-compliance will result in penalties.
3.	Monitoring compliance with First-Aid standards and ensuring contractors and their workers are appropriately trained, including ensuring HIV-AIDS Awareness training for all SP's staff, contractors and participants.
4.	Office accommodation and office furniture for project management on-site, where applicable.
5.	Adequate storage facilities for dedicated equipment and supplies on-site, where applicable.
6.	Computer hardware for project management on-site, where applicable.
7.	Telephone and facsimile for project management on-site.
8.	Norms and standards will be set against which, monitoring & evaluation of operations and impacts will be done. Provision will be made for management, planning, and operational expertise, and communication capacity as may be required. Existing systems will be acknowledged.
9.	As is required in the norms and standards, the work will be done following the EPWP approaches adopted by NRM.
10.	Contractors, workers, and staff will be operative under the supervision of the SP and will be subject to norms and standards and best practice guidelines relevant to the execution of their tasks.
11.	Contractors, workers, and staff will be subject to normal access control and security measures that are applied to related properties and sign indemnity forms where required.
12.	Where damage to state property is incurred on SP-controlled land, the relevant line manager will convene an investigation at which investigating officers from NRM and SP will be co-opted. The result of the investigation will determine liability and concomitant corrective measures.



13.	With the support of NRM, medium-term management plans will be developed where and when necessary.
14.	The SP will perform facilitation and co-coordinating role with local stakeholders and allocate the resources allocated by the Department under the NRM allocation.
15.	NRM will fund the salaries, contracting costs and other operational costs of all critical posts, including project managers as well as the contract teams and other staff appointed through this partnership as per to the Memorandum of Agreement/Annexures.
16.	The SP will be responsible for managing the partnership with the neighbouring communities and stakeholders.
17.	All staff, contractors, and workers will adhere to relevant policies and procedures, including all disciplinary matters.
18.	Original documents relating to the project (MOA and annexures, all invoices etc.) must be filed on-site or the closest satellite office.
19.	SPs must declare any work and services outsourced and may not procure any goods or services for the project that they are bidding for, from any company that they have an interest in, unless it is registered as a Related Party. All agreements between SPs and related parties/sub-contractors, together with confirmation and proof that these costs will be economically beneficial for the Department, must be sent to the relevant DEFF Contract Manager for the Department's consideration.
20.	SPs are responsible for ensuring that templates are populated correctly, and all information reported on, is valid accurate and complete.
21.	SPs will be required to submit the monthly KPI report and Invoice with each payment, electronically as well as in hard copy (signed).
22.	SPs must provide a Close-out Report to the CM at the end of the project period, as per the contract requirements. Once the CM has reviewed the report it will be sent to the relevant NRM Director for a final review and submission to the CD: NRM. Where applicable, a hand-over report must be provided to the landowner.
23.	SPs are obliged to cooperate with the activities that have to be conducted by the Department's Monitoring and Evaluation (M&E) Unit. To this end the SP may be informed of the visit. However, the M&E unit reserves the right to conduct surprise visits to the NRM projects to ensure that project implementation is conducted correctly and to validate the reported data.
24.	SPs are required to submit evidence to CM on a monthly and quarterly basis as required by the Department.

25	SPs will be required to procure their own accredit trainers from the DEFF approved database.
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- 10.30 National Treasury Regulation 16A6.3, issued in terms of the Public Finance Management Act, binds all public sector clients, to apply the Construction Industry Development Board (CIDB) prescripts when procuring for infrastructure. Bidders are required to comply with this.

## 11. SUB-CONTRACTING CONDITIONS/ REQUIREMENTS

- 11.1. In a case whereby sub-contracting is not set as a pre-qualification criterion, however the 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.
- 11.2. In relation to a designated sector, a contractor will not be allowed to subcontract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 11.3. A bidder will not be awarded the points claimed for B-BBEE status level of contribution or contract if it is indicated in the bid documents that such a bidder intends subcontracting more than 25% of the contract value to any other enterprise that does not qualify for at least the same number of points that the bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.
- 11.4. After the award of the contract, the Service Provider is not allowed to sub-contract more than 25% of the contract value to another enterprise that does not have equal or higher B-BBEE status level, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.
- 11.5. Pre-qualification criteria for sub-contracting is only applicable if it is feasible to subcontract for a contract above R30 million, the department must apply subcontracting to advance an EME or QSE which is at least 51 owned by black people designated groups.
- 11.6. If the Department applies sub-contracting, the tender must advertise the tender with a specific tendering condition that the successful tenderer must subcontract a minimum of 30% of the value of the contract. In this case, a minimum of 30% of the value of the contract will be sub-contracted to EME/QSE which is at least 51% owned by black designated groups (i.e. black people from the following groups i) youth or ii) women or iii) people living with disabilities or iv) people living in rural or underdeveloped areas/townships) as prescribed in the Preferential Procurement Regulations of 2017.

## 12. PAYMENT TERMS

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

12.2 Payment by the Department shall be made by means of an electronic transfer into the SP's bank account.

12.3 Payment requirements

- The successful Service Provider shall render services to the Department in accordance with the APP and Project Scope.
- The amounts are inclusive of VAT and all disbursements shall be paid in South African Rands.
- The Department reserves the right to, after consultation with the successful Service Provider, increase, reduce or cancel the budget.
- In instances where government increases minimum wage rates due to legislative requirements significantly more than CPIX, the Department may consider a revision of the person-day and FTE costs.
- Disbursements of project funding will be agreed on for each project and disbursements will be made on agreed and verified deliverables and indicators (targets) that are included in the APP.
- The successful Service Provider shall provide the Department with an original tax invoice for the services rendered. Once the Department has approved such an invoice and is satisfied with the services rendered as outlined in the APP, it will make payment to the successful Service Provider within 30 days of approval of such a request.
- The successful Service Provider are required to submit the following documents with each invoice;
  - Acting letter of the manager of SP (if applicable)
  - Monthly Key Performance Indicators Report
- The Department requires that a new order number be raised after 1 April of each of the financial years of the contract period.

#### 12.4 Payments to Service Providers

The first payment will be made against deliverable number four namely; “Project management, planning, execution, and administration services”. For the Department to consider authorising the payment, the successful Service Provider is required to submit the invoice with evidence of the following to the Contract Manager;

- 3 Year Project Scope and relevant financial year's APP completed and approved by the Department
- Minutes of the Inception meeting and Joint Project Visit held
- Identification of broad project risk categories
- Institutional Arrangements (Organogram of the management team and individuals of each post, CVs to be on record)
- HR and training commitments to be submitted

**Note: Documented evidence of the above should be submitted to CM**

All subsequent payments will be determined by the SP's performance against the required deliverables. By populating the KPI report, it will illustrate monthly and cumulative performance information against the targets as set out in the APP. The KPI Report is linked to a Claim Calculator spreadsheet provided by the Department. This Claim Calculator will automatically calculate the amount the SP is entitled to, depending on the relevant data extracted from the KPI for the relevant month/s the SP wants to invoice. The SP will be required to provide evidence to support the KPI Report.

**13. TECHNICAL ENQUIRIES**

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

- NRM Director: Northern Programmes (Limpopo, Mpumalanga, North West, Gauteng)  
Name: Ms Tapiwa Puling  
Cell phone: 083 572 1550  
E-Mail: [tpuling@environment.gov.za](mailto:tpuling@environment.gov.za)
- NRM Director: Southern Programmes (Eastern Cape, Kwa-Zulu Natal, Free State)  
  
Name: Ms Dudu Soginga  
Cell phone: 082 467 2667  
E-Mail: [dsoginga@environment.gov.za](mailto:dsoginga@environment.gov.za)
- NRM Director: Western & Northern Cape and National Programmes  
  
Name: Mr Nceba Ngcobo  
Cell phone: 083 451 2154  
E-Mail: [nngcobo@environment.gov.za](mailto:nngcobo@environment.gov.za)
- NRM Director: Working for Wetlands  
  
Name: Mr Umesh Bahadur  
Cell phone: 072 072 0750  
E-Mail: [ubahadur@environment.gov.za](mailto:ubahadur@environment.gov.za)
- NRM Director: Operational Support and Planning  
  
Name: Mr Ahmed Khan  
Cell phone: 082 908 7291  
E-Mail: [akhan@environment.gov.za](mailto:akhan@environment.gov.za)
- NRM Director: Biosecurity  
  
Name: Mr Michael Braack  
Cell phone: 071 674 6529  
E-Mail: [mbraack@environment.gov.za](mailto:mbraack@environment.gov.za)

- NRM Director: Value-Added Industries and Eco-furniture Programmes

Name: Mr Ricardo Andrews

Cell phone: 071 670 1506

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

- NRM Director: Risk Management and Strategic Partnerships

Name: Ms Nandipha Makwetu

Cell phone: 083 422 1224

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

Table 1: Rehabilitation Activities

Primary Activity	Secondary Activity	Unit	Spatial Reference	Condensed description of Activity
<b>Landscape Management (Total Ha's)</b>				
Alien Invasive Plant Control	Clearing	ha	Polygon	Clearing of invading invasive plants
Bush Encroachment Control	Bush clearing	ha	Polygon	Clearing of invading indigenous plants
Fire management	Burning for ecological benefits	ha	Polygon	Burning of vegetation for enhancement of ecological processes
Monitoring	NRM Monitors	ha	Polygon	Controlling grazing animals e.g. goats, sheep, cattle.
<b>Rehabilitation (m3)</b>				
Rock Interventions	Gabion structure	m <sup>3</sup>	Point	Construction of wire baskets filled with rocks to mitigate erosion
	Rock pack Intervention	m <sup>3</sup>	Point	Low level stream flow reduction structure build from rocks to reduce erosion
Concrete	Concrete	m <sup>3</sup>	Point	Rehabilitation structure using concrete.
	Rock Masonry Structure	m <sup>3</sup>	Point	Use of a combination of rock & concrete to build intervention
	Soilcrete Structures	m <sup>3</sup>	Point	Making use of a soil and cement mix to stabilise foundation or to build the structure
Earth Works	Sloping	m <sup>3</sup>	Polygon	Cut and fill of soil to bring it to a desirable slope
	Ponding	m <sup>3</sup>	Polygon	Digging hollows / pits for water retention to encourage vegetation establishment

	Earth Berms	m <sup>3</sup>	Point	Earth mound to direct water and reduce flow velocities
<b>Rehabilitation (m2)</b>				
Revegetation	Plant Propagation	m <sup>2</sup>	Point	Creating new plants from seeds, cuttings, bulbs etc.
	Collection of seed/cuttings	m <sup>2</sup>	Polygon	Process to collect plant specimens for propagation
	Vegetation Establishment	m <sup>2</sup>	Polygon	Planting of native species to protect soil surface or structure from eroding
	Seeding	m <sup>2</sup>	Polygon	Sowing of seeds / mulch to protect soil surface or structure from eroding
	Trees Planted	m <sup>2</sup>	Polygon	Trees Planted
	Fence construction	m <sup>2</sup>	Point	To protect areas/ new re-vegetated areas
Soil stabilization	Brush packing	m <sup>2</sup>	Polygon	Use of natural vegetation to protect soil surface, structure or to restrict animal movement
	Commercial Product	m <sup>2</sup>	Polygon	Manufactured products e.g. geocells, fibre blankets etc. to protect soil
	Silt Fencing	m <sup>2</sup>	Point	Low level stream flow reduction and sediment trap structure using bidim/shade cloth over wire
	Formalization of Access	m <sup>2</sup>	Point	Control/restrict the movement of animals to prevent degradation
	Silt Traps	m <sup>2</sup>	Point	An intervention with the objective to restrict silt movement

**THE NATIONAL TREASURY**

**Republic of South Africa**



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**GOVERNMENT PROCUREMENT:  
GENERAL CONDITIONS OF CONTRACT**

**July 2010**



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

**NOTES**

The purpose of this document is to:

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

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

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

**TABLE OF CLAUSES**

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## General Conditions of Contract

### 1. Definitions

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

RSA.

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

obligations of the supplier covered under the contract.

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

## **2. Application**

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

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

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

## **3. General**

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

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

## **4. Standards**

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

## **5. Use of contract documents and information; inspection.**

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

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

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

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

## **6. Patent rights**

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

**7. Performance security**

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

**8. Inspections, tests and analyses**

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

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

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

### **9. Packing**

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

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

### **10. Delivery and documents**

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

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

### **11. Insurance**

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

### **12. Transportation**

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

### **13. Incidental services**

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

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

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

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

#### **14. Spare parts**

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

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

#### **15. Warranty**

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

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

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

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

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



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

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

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

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

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

## **22. Penalties**

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

## **23. Termination for default**

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

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

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

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

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

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

- 23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.
- 23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
- (i) the name and address of the supplier and / or person restricted by the purchaser;
  - (ii) the date of commencement of the restriction
  - (iii) the period of restriction; and
  - (iv) the reasons for the restriction.

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

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

**24. Anti-dumping and countervailing duties and rights**

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

may be due to him

**25. Force Majeure**

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

**26. Termination for insolvency**

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

**27. Settlement of Disputes**

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

**28. Limitation of liability**

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

- (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.

- |  |  |
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| <b>29. Governing language</b>                                | 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.  |
| <b>30. Applicable law</b>                                    | 30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.   |
| <b>31. Notices</b>   | <p>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</p> <p>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.</p>  |
| <b>32. Taxes and duties</b>                                  | <p>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.</p> <p>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.</p> <p>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.</p>   |
| <b>33. National Industrial Participation Programme (NIP)</b> | 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.   |
| <b>34 Prohibition of Restrictive practices</b>               | <p>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).</p> <p>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.</p> |

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

Js General Conditions of Contract (revised July 2010)



# DEPARTMENT OF ENVIRONMENTAL AFFAIRS

## 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																	
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Address <small>( Compulsory if Supplier )</small>																	
New Detail																	
<input type="checkbox"/> New Supplier information <input type="checkbox"/> Update Supplier information																	
Supplier Type:	<input type="checkbox"/> Individual <input type="checkbox"/> Department <input type="checkbox"/> Partnership <input type="checkbox"/> Company <input type="checkbox"/> Trust <input type="checkbox"/> CC <input type="checkbox"/> Other ( Specify )																
Department Number	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> </tr> </table>																

**Supplier Account Details (To be Verified by the bank, please attach bank letter or 3 months bank statement)**

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

Account Name

Account Number

Branch Name

Branch Number

**Bank screen info**

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

Account Type

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

ID Number

Passport Number

Company Registration Number  /  /

\*CC Registration

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

Bank Stamp

**Supplier Contact Details**

Business

Area Code Telephone Number Extension

Home

Area Code Telephone Number Extension

Fax

Area Code Fax Number

Cell

Cell Code Cell Number

Email Address

Contact Person:

Supplier Signature

Print Name

/  /

Date (dd/mm/yyyy)

**NB: All relevant fields must be completed**