

**PART A
INVITATION TO BID
WCDB 1**

CAPENATURE SEEKS TO APPOINT A CONTRACTOR FOR A THREE YEAR PERIOD TO CONDUCT FIREBREAK MAINTENANCE AND CONSTRUCTION, INVASIVE ALIEN PLANT CONTROL, AND PRESCRIBED BURNING ON SHAW'S PASS NATURE RESERVE, R320, 10KM SOUTH OF CALEDON				
BID NUMBER:	WCNCB 09/10/2021	CLOSING DATE:	22 OCTOBER 2021	CLOSING TIME: 11:00AM
DESCRIPTION	TO CONDUCT FIREBREAK MAINTENANCE AND CONSTRUCTION, INVASIVE ALIEN PLANT CONTROL, AND PRESCRIBED BURNING ON SHAW'S PASS NATURE RESERVE, R320, 10KM SOUTH OF CALEDON			
<u>COMPULSORY SITE BRIEFING SESSION</u>				
DATE: 11 OCTOBER 2021 AT 11h00				
ADDRESS FOR COMPULSORY BRIEFING SESSION:				
SHAW 'S PASS NATURE RESERVE, R320, 10km SOUTH OF CALEDON (TOP OF SHAWS PASS, CALEDON).				
VENUE: GPS Co-ordinates: 34° 18' 29"S 19° 24' 51"E				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)				
CapeNature Head Office				
*Quotation box available from Monday to Friday between 08:30 and 16:00				
PGWC Shared Services Centre, 3rd Floor , Cnr Bosduif & Volstruis Streets, Bridgetown, 7764				
*Bid Documents may also be submitted electronically to: tenders@capenature.co.za				
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:	
CONTACT PERSON	Dencil October		CONTACT PERSON	Mark Johns
TELEPHONE NUMBER	087 087 4083		TELEPHONE NUMBER	087 288 0502
FACSIMILE NUMBER	n/a		FACSIMILE NUMBER	n/a
E-MAIL ADDRESS	doctober@capenature.co.za		E-MAIL ADDRESS	mjohns@capenature.co.za
SUPPLIER INFORMATION				
NAME OF BIDDER				
POSTAL ADDRESS				
STREET ADDRESS				
TELEPHONE NUMBER	CODE		NUMBER	

CELLPHONE NUMBER							
FACSIMILE NUMBER	CODE		NUMBER				
E-MAIL ADDRESS							
VAT REGISTRATION NUMBER							
SUPPLIER COMPLIANCE STATUS	WCSD REGISTRATION NO.		TCS PIN:		AND	CSD No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT (FOR EMEs& QSEs) MUST BE SUBMITTED TOGETHER WITH A COMPLETED 6.1 IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]							
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS/ SERVICES/ WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]		
IF YES, WHO WAS THE CERTIFICATE ISSUED BY?	<input type="checkbox"/>	A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS)					
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS							
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? <input type="checkbox"/> YES <input type="checkbox"/> NO DOES THE ENTITY HAVE A BRANCH IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? <input type="checkbox"/> YES <input type="checkbox"/> NO IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.							

PART B TERMS AND CONDITIONS FOR BIDDING

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

1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (WCB7).

2. TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING THROUGH THE WEBSITE WWW.SARS.GOV.ZA.
- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE WITH A RESULT SUMMARY PAGE (DOWNLOADED FROM EFILING) TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE AND CSD NUMBER AS MENTIONED IN 2.3 ABOVE.
- 2.6 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:

TAX CLEARANCE REQUIREMENTS

IT IS A CONDITION OF THE TENDER THAT -

1. The taxes of the successful service provider **must** be in order, or that satisfactory arrangements have been made with the Receiver of Revenue to meet his / her tax obligations.
2. Application for tax clearance must be done through the Receiver of Revenue office where the service provider is registered for tax purposes. The Receiver of Revenue will then furnish the Supplier with a Tax Clearance Certificate that will be valid for a period of one year from date of issue.
3. This Tax Clearance Certificate must be submitted in the original together with the tender. Failure to submit the **original** and valid Tax Clearance Certificate **will** invalidate the tender. If a tax clearance certificate was submitted previously to CapeNature please indicate as such.
4. In quotations where Consortia / Joint Ventures / Sub-contractors are involved each party must submit a separate Tax Clearance Certificate. Copies of the Application for Tax Clearance Certificates are available at any Receiver's Office.

HAS A TAX CLEARANCE CERTIFICATE BEEN SUBMITTED	YES	NO
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS/SERVICES OFFERED BY YOU? (IF YES ENCLOSE PROOF)	YES	NO

PRICING SCHEDULE

(Professional Services)

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

Item No	Description of Service		Bid price must be in RSA currency (Inclusive of Value Added Tax)
YEAR 1 (October 2021 - March 2022)			
1	SHAWS/FB/01	Firebelt construction	R.....
2	SHAWS/FB/02	Firebelt maintenance	R.....
3	SHAWS/FB/03	Firebelt maintenance	R.....
4	SHAWS/FB/04 (New)	Firebelt construction	R.....
5	Follow Up (140.20ha)	Follow up operations (pre-blockburn)	R.....
		Total Year 1	R.....
YEAR 2 (April 2022 - March 2023)			
1	Blockburn (140.20ha)	Prescribed ecological burn (April/May 2022)	R.....
2	Follow up (10.20)	1 st Follow Up (post-prescribed burn).	R.....
		Total Year 2	R.....

YEAR 3 (April 2023 - March 2024)			
1	Follow Up (140.20ha)	2 nd Follow up (post-prescribed burn)	R.....
2	Initial Clearing (38.62ha)	Initial clearing operations	R.....
		Total Year 3	R.....
		GRAND TOTAL BID PRICE	R.....

(This Bid will be adjudicated on the above Grand Total inclusive of VAT, stipulated in the above Pricing Schedule)

PROVINCIAL GOVERNMENT OF WESTERN CAPE

DECLARATION OF INTERESTS, BIDDERS PAST SCM PRACTICES AND INDEPENDENT BID DETERMINATION

1. To give effect to the requirements of the Western Cape Provincial Treasury Instructions, 2019: Supply Chain Management (Goods and Services), Practice Note 4 of 2006 Declaration of Bidders Past SCM Practices- (SDB8), Instruction note Enhancing Compliance Monitoring and Improving Transparency and Accountability in Supply Chain Management, Practice note 7 of 2009/10 - SBD 4 Declaration of Interest, Practice Note 2010 Prohibition of Restrictive practices SBD9, Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998 as amended together with its associated regulations, the Prevention and Combating of Corrupt Activities Act No 12 of 2004 and regulations pertaining to the tender defaulters register, Paragraph 16A9 of the National Treasury Regulations and/or any other applicable legislation.
2. All prospective bidders intending to do business with the Institution must be registered on the Central Supplier Database (CSD) and the Western Cape Supplier Evidence Bank (WCSEB) if they wish to do business with the Western Cape Government (WCG) via the electronic Procurement Solution (ePS).

3. Definitions

“bid” means a bidder’s response to an institution’s invitation to participate in a procurement process which may include a bid, price quotation or proposal;

“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;

“business interest” means —

- (a) a right or entitlement to share in profits, revenue or assets of an entity;
- (b) a real or personal right in property;
- (c) a right to remuneration or any other private gain or benefit, or
- (d) includes any interest contemplated in paragraphs (a), (b) or (c) acquired through an intermediary and any potential interest in terms of any of those paragraphs;

“Consortium or Joint Venture” 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;

“CSD” means the Central Supplier Database maintained by National Treasury;

“employee”, in relation to —

- (a) a department, means a person contemplated in section 8 of the Public Service Act, 1994 but excludes a person appointed in terms of section 12A of that Act; and

(b) a public entity, means a person employed by the public entity;

“entity” means any —

(a) association of persons, whether or not incorporated or registered in terms of any law, including a company, corporation, trust, partnership, close corporation, joint venture or consortium; or

(b) sole proprietorship;

“entity conducting business with the Institution” means an entity that contracts or applies or tenders for the sale, lease or supply of goods or services to the Province;

“Family member” means a person’s —

(a) spouse; or

(b) child, parent, brother, sister, whether such a relationship results from birth, marriage or adoption or some other legal arrangement (as the case may be);

“intermediary” means a person through whom an interest is acquired, and includes a representative or agent or any other person who has been granted authority to act on behalf of another person;

“Institution” means – a provincial department or provincial public entity listed in Schedule 3C of the Act;

“Provincial Government Western Cape (PGWC)” means

(a) the Institution of the Western Cape, and

(b) a provincial public entity;

“RWOPS” means — Remunerative Work Outside the Public Service

“spouse” means a person’s —

(a) partner in marriage or civil union according to legislation;

(b) partner in a customary union according to indigenous law; or

(c) partner with whom he or she cohabits and who is publicly acknowledged by the person as his or her life partner or permanent companion;

4. Regulation 13(c) of the Public Service Regulations (PSR) 2016, effective 1 February 2017, prohibits any employee from conducting business with an organ of state, or holding a directorship in a public or private company doing business with an organ of state unless the employee is a director (in an official capacity) of a company listed in schedules 2 and 3 of the Public Finance Management Act.

a) Therefore, by 31 January 2017 all employees who are conducting business with an organ of state should either

have:

- (i) resigned as an employee of the government institution or;
 - (ii) cease conducting business with an organ of state or;
 - (iii) resign as a director/ shareholder/ owner/ member of an entity that conducts business with an organ of state.
5. Any legal person, or their family members, may make an offer or offers in terms of this invitation to bid. In view of potential conflict of interest, in the event that the resulting bid, or part thereof, be awarded to family members of persons employed by an organ of state, 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 Institution.
6. The bid of any bidder may be disregarded if that bidder or any of its directors abused the institution's supply chain management system; committed fraud or any other improper conduct in relation to such system; or failed to perform on any previous contract.
7. 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). Collusive bidding is a *per se* prohibition meaning that it cannot be justified under any grounds.
8. 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 authorises 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.
9. Communication between partners in a joint venture or consortium will not be construed as collusive bidding.
10. 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.

SECTION A: DETAILS OF THE ENTITY

A1.	<i>CSD Registration Number</i>	MAAA _____
A2.	<i>Name of the Entity</i>	
A3.	<i>Entity registration Number (where applicable)</i>	
A4.	<i>Entity Type</i>	
A5.	<i>Tax Reference Number</i>	

A6. *Full details of directors, shareholder, member, partner, trustee, sole proprietor or any persons with a right or entitlement to share in profits, revenue or assets of the entity should be disclosed in the Table A below.*

TABLE A

FULL NAME	DESIGNATION <i>(Where a director is a shareholder, both should be confirmed) confirmed.)</i>	IDENTITY NUMBER	PERSONAL TAX REFERENCE NO.	PERCENTAGE INTEREST IN THE ENTITY

SECTION B: DECLARATION OF THE BIDDER'S INTEREST

The supply chain management system of an institution must, irrespective of the procurement process followed, prohibit any award to an employee of the state, who either individually or as a director of a public or private company or a member of a close corporation, seek to conduct business with the WCG, unless such employee is in an official capacity a director of a company listed in Schedule 2 or 3 of the PFMA as prescribed by the Public Service Regulation 13 (c).

Furthermore, an employee employed by an organ of state conducting remunerative work outside the public enterprise should first obtain the necessary approval (RWOP), failure to submit proof of such authority, where applicable, may result in disciplinary action.

B1.	Are any persons listed in Table A identified on the CSD as employees of an organ of state? (If yes, refer to Public Service Circular EIM 1/2016 to exercise the listed actions)	<input type="checkbox"/> NO	<input type="checkbox"/> YES
B2.	Are any employees of the entity also employees of an organ of state? (If yes complete Table B and attach their approved "RWOP")	<input type="checkbox"/> NO	<input type="checkbox"/> YES
B3.	Are any family members of the persons listed in Table A employees of an organ of state? (If yes complete Table B)	<input type="checkbox"/> NO	<input type="checkbox"/> YES

TABLE B

Details of persons (family members) connected to or employees of an organ of state should be disclosed Table B below.

FULL NAME OF EMPLOYEE	IDENTITY NUMBER	DEPARTMENT/ ENTITY OF EMPLOYMENT	DESIGNATION / RELATIONSHIP TO BIDDER**	INSTITUTION EMPLOYEE NO./PERSAL NO (Indicate if not known)

SECTION C: PERFORMANCE MANAGEMENT AND BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

To enable the prospective bidder to provide evidence of past and current performance.

C1.	Did the entity conduct business with an organ of state in the last twelve months? (If yes complete Table C)	<input type="checkbox"/> NO <input type="checkbox"/> YES
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C2. Table C

Complete the below table to the maximum of the last 5 contracts.

NAME OF CONTRACTOR	PROVINCIAL DEPARTMENT OR PROVINCIAL ENTITY	TYPE OF SERVICES OR COMMODITY	CONTRACT / ORDER NUMBER	PERIOD OF CONTRACT	VALUE OF CONTRACT

C3.	Is the entity or its principals listed on the National Database as companies or persons prohibited from doing business with the public sector?	<input type="checkbox"/> NO <input type="checkbox"/> YES
C4.	Is the entity or its principals listed on the National Treasury Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No. 12 of 2004)? (To access this Register enter the National Treasury's website, www.treasury.gov.za , click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445.)	<input type="checkbox"/> NO <input type="checkbox"/> YES
C5.	If yes to C3 or C4, were you informed in writing about the listing on the database of restricted suppliers or Register for Tender Defaulters by National Treasury?	<input type="checkbox"/> NO <input type="checkbox"/> YES <input type="checkbox"/> N/A
C6.	Was the entity or persons listed in Table A convicted for fraud or corruption during the past five years in a court of law (including a court outside the Republic of South Africa)?	<input type="checkbox"/> NO <input type="checkbox"/> YES
C7.	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?	<input type="checkbox"/> NO <input type="checkbox"/> YES

If you know of any corrupt, fraudulent or collusive actions in the Institution, please report it by calling the National Hotline 0800 701 701

SECTION D: DULY AUTHORISED REPRESENTATIVE TO DEPOSE TO AFFIDAVIT

This form must be signed by a duly authorised representative of the entity in the presence of a commissioner of oaths.

- I, hereby swear/affirm;
- i. that the information disclosed above is true and accurate;
 - ii. that I understand the content of the document;
 - iii. the entity undertakes to independently arrive at any offer at any time to the Institution without any consultation, communication, agreement or arrangement with any competitor. In addition, that there will be 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 the Institution.
 - iv. that the entity or its representative are aware of and undertakes not to disclose the terms of any bid, formal or informal, directly or indirectly, to any competitor, prior to the awarding of the contract.

DULY AUTHORISED REPRESENTATIVE'S SIGNATURE

I certify that before administering the oath/affirmation I asked the deponent the following questions and wrote down his/her answers in his/her presence:

- 1.1 Do you know and understand the contents of the declaration? ANSWER:
- 1.2 Do you have any objection to taking the prescribed oath? ANSWER:
- 1.3 Do you consider the prescribed oath to be binding on your conscience? ANSWER:.....
- 1.4 Do you want to make an affirmation? ANSWER:
2. I certify that the deponent has acknowledged that he/she knows and understands the contents of this declaration, which was sworn to/affirmed and the deponent's signature/thumbprint/mark was place thereon in my presence.

..... SIGNATURE FULL NAMES

Commissioner of Oaths

Designation (rank)ex officio: Republic of South Africa Date:

.....Place

Business Address:

If you know of any corrupt, fraudulent or collusive actions in the Institution, please report it by calling the National Hotline 0800 701 701

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017 AND CODES OF GOOD PRACTICE

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 (TENDERERS) MUST STUDY THE BROAD BASED BLACK ECONOMIC EMPOWERMENT ACT AND THE CODES OF GOOD PRACTICE

1. DEFINITIONS

- 1.1 **“acceptable tender”** means any tender which, in all respects, complies with the specifications and conditions of tender as set out in the tender document.
- 1.2 **“affidavit”** is a type of verified statement or showing, or in other words, it contains a verification, meaning it is under oath or penalty of perjury, and this serves as evidence to its veracity and is required for court proceedings.
- 1.3 **“all applicable taxes”** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- 1.4 **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- 1.5 **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- 1.6 **“bid”** means a written offer on the official bid documents or invitation of price quotations and “tender” is the act of bidding /tendering; (***Therefore in the context of the 2017 regulations “bidder” and “tenderer” have the same meaning***)
- 1.7 **“Code of Good Practice”** means the generic codes or the sector codes as the case may be;
- 1.8 **“consortium or joint venture”** 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;
- 1.9 **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- 1.10 **“EME”** is an Exempted Micro Enterprise with an annual total revenue of R10 million or less.

- 1.11 **“Firm price”** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- 1.12 **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specification as set out in the tender documents;
- 1.13 **“Large Enterprise”** is any enterprise with an annual total revenue above R50 million;
- 1.14 **“non-firm prices”** means all prices other than “firm” prices;
- 1.15 **“person”** includes a juristic person;
- 1.16 **“price”** includes all applicable taxes less all unconditional discounts;
- 1.17 **“proof of B-BBEE status level contributor”** means-
- (a) The B-BBEE status level certificate issued by an authorized body or person;
 - (b) A sworn affidavit as prescribed in terms of the B-BBEE Codes of Good Practice; or
 - (c) Any other requirement prescribed in terms of the Broad- Based Black Economic Empowerment Act.
- 1.18 **QSE** is a Qualifying Small Enterprise with an annual total revenue between R10 million and R50 million;
- 1.19 **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of the tender invitation;
- 1.20 **“sub-contract”** means the primary contractor’s assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;
- 1.21 **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000);
- 1.22 **“the Regulations”** means the Preferential Procurement Regulations, 2017;
- 1.23 **“total revenue”** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette on 11 October 2013*;
- 1.24 **“trust”** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- 1.25 **“trustee”** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

2. GENERAL CONDITIONS

- 2.1 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).

2.2 Preference point system for this bid:

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

2.3 Preference points for this bid shall be awarded for:

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

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

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

- 2.5 Failure on the part of a bidder to fill in, sign this form and submit in the circumstances prescribed in the Codes of Good Practice either a B-BBEE Verification Certificate issued by a Verification Agency accredited by the South African Accreditation System (SANAS) or an affidavit confirming annual total revenue and level of black ownership together with the bid or an affidavit issued by Companies Intellectual Property Commission, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
- 2.6 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.

3. ADJUDICATION USING A POINT SYSTEM

- 3.1 Subject to Regulation 11 of the Regulations, the bidder obtaining **the highest number of total points** will be awarded the contract.
- 3.2 A tenderer must submit proof of its B-BBEE status level of contributor in order to claim points for B-BBEE.
- 3.3 A tenderer failing to submit proof of B-BBEE status level of contributor or is a non-compliant contributor to B-BBEE will not be disqualified but will only score:
- (a) points out of 80 for price; and
 - (b) 0 points out of 20 for B-BBEE

- 3.4 Points scored must be rounded off to the nearest 2 decimal places.
- 3.5 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.
- 3.6 When functionality is part of the evaluation process and two or more bids have scored equal total points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest points for functionality.
- 3.7 Should two or more bids be equal in all respects; the award shall be decided by the drawing of lots.

4. POINTS AWARDED FOR PRICE

4.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEM

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

80/20	or	90/10	
$P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$	or	$P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$	

Where

P_s = Points scored for price of bid under consideration

P_t = Price of tender under consideration

P_{\min} = Price of lowest acceptable tender

5. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTION

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

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

- 5.2 An **EME** must submit a valid, originally certified affidavit confirming annual turnover and level of black ownership or an affidavit issued by Companies Intellectual Property Commission
- 5.3 A **QSE that is less than 51% (50% or less) black owned** must be verified in terms of the QSE scorecard issued via Government Gazette and submit a valid, original or a legible certified copy of a B-BBEE Verification Certificate issued by SANAS.
- 5.4 A **QSE that is at least 51% black owned (51% or higher)** must submit a valid, originally certified affidavit confirming turnover and level of black ownership as well as declare its empowering status or an affidavit issued by Companies Intellectual Property Commission.
- 5.5 A **large enterprise** must submit a valid, original or originally certified copy of a B-BBEE Verification Certificate issued by a verification agency accredited by SANAS.
- 5.6 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.
- 5.7 A trust, consortium or joint venture (including unincorporated consortia and joint ventures) must submit a consolidated B-BBEE status level verification certificate for every separate tender.
- 5.8 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.

- 5.9 A tenderer may not be awarded points for B-BBEE status level of contributor if the bid documents indicate that the tenderer intends sub-contracting more than 25% of the value of the contract to any other person not qualifying for at least the points that such a tenderer qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.
- 5.10 A tenderer awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level of contributor than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

6. BID DECLARATION

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

7. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPH 5

- 7.1 B-BBEE Status Level of Contribution..... = *(maximum of 20 points)*

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or an affidavit confirming annual total revenue and level of black ownership in terms of the relevant sector code applicable to the tender.

8. SUB-CONTRACTING

- 8.1 Will any portion of the contract be sub-contracted? **YES / NO** *(delete which is not applicable)*

- 8.1.1 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? **YES / NO** *(delete which is not applicable)*

- 8.1.2 Sub-contracting relates to a **particular** contract and if sub-contracting is applicable, the bidder to state in their response to a particular RFQ that a portion of that contract will be sub-contracted.

9. DECLARATION WITH REGARD TO COMPANY/FIRM

- 9.1 Name of company/ entity:
- 9.2 VAT registration number:
- 9.3 Company Registration number:
- 9.4 *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-BBEE status level of contribution indicated in paragraph 7 above, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:*
- (a) *The Western Cape Government reserves the right to audit the B-BBEE status claim submitted by the bidder.*
 - (b) *As set out in Section 130 of the B-BBEE Act as amended, any misrepresentation constitutes a criminal offence. A person commits an offence if that person knowingly:*
 - (i) *misrepresents or attempts to misrepresent the B-BBEE status of an enterprise;*
 - (ii) *provides false information or misrepresents information to a B-BBEE Verification Professional in order to secure a particular B-BBEE status or any benefit associated with compliance to the B-BBEE Act;*
 - (iii) *provides false information or misrepresents information relevant to assessing the B-BBEE status of an enterprise to any organ of state or public entity; or*
 - (iv) *engages in a fronting practice.*
 - (c) *If a B-BBEE verification professional or any procurement officer or other official of an organ of state or public entity becomes aware of the commission of, or any attempt to commit any offence referred to in paragraph 9.1 (a) above will be reported to an appropriate law enforcement agency for investigation.*
 - (d) *Any person convicted of an offence by a court is liable in the case of contravention of 9.4 (b) to a fine or to imprisonment for a period not exceeding 10 years or to both a fine and such imprisonment or, if the convicted person is not a natural person to a fine not exceeding 10% of its annual turnover.*
 - (e) *The purchaser may, if it becomes aware that a bidder may have obtained its B-BBEE status level of contribution on a fraudulent basis, investigate the matter. Should the investigation warrant a restriction be imposed, this will be referred to the National Treasury for investigation, processing and imposing the restriction on the National Treasury's List of Restricted Suppliers. The bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, may be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied.*
 - (f) *The purchaser may, in addition to any other remedy it may have –*
 - (i) *disqualify the person from the bidding process;*
 - (ii) *recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;*

- (iii) *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; and*
- (iv) *forward the matter for criminal prosecution.*

(g) *The information furnished is true and correct.*

(h) *The preference points claimed are in accordance with the General Conditions as indicated in paragraph 2 of this form.*

SIGNATURE(S) OF THE BIDDER(S):

DATE:

ADDRESS:

.....

WITNESSES:

1.

2.

GENERAL CONDITIONS OF CONTRACT

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.

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 anything of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7 "Day" means calendar day.
- 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
- 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
- 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.

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

2. Application

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

3. General

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

4. Standards

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

5. Use of contract documents and information; inspection.

- 5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 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 analysed 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 fulfilment 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 cancelling 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 antidumping 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 wilful misconduct, and in the case of infringement pursuant to
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
 - (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing language

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

30. Applicable law

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

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

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

32. Taxes and duties

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

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

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

33. National Industrial Participation (NIP) Programme

33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.

34. Prohibition of Restrictive practices

34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).

34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

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

SPECIFICATIONS & REQUIREMENTS

EXPECTED OUTCOME – MAINTENANCE AND CONSTRUCTION OF FIREBELTS, CLEARING OF INVASIVE ALIEN VEGETATION AND PRESCRIBED BURNING

1. BACKGROUND AND TASK SPECIFICATIONS

Project brief / Terms of reference

Shaw Pass Nature Reserve, a stewardship site near Caledon and managed by CapeNature on behalf of the Landowner, seeks to appoint a Contractor, for the following operational tasks to be conducted over a three year period, (approximately 30 months):

- to construct and maintain firebelts,
- to clear invasive alien vegetation,
- and conduct a prescribed ecological blockburn.

Shaw's Pass Nature Reserve is situated on the Katkloof Farm, 10km south of Caledon on the R320 road.

TASK SPECIFICATIONS:

YEAR 1 2021/22 (Sept 2021-March 2022)

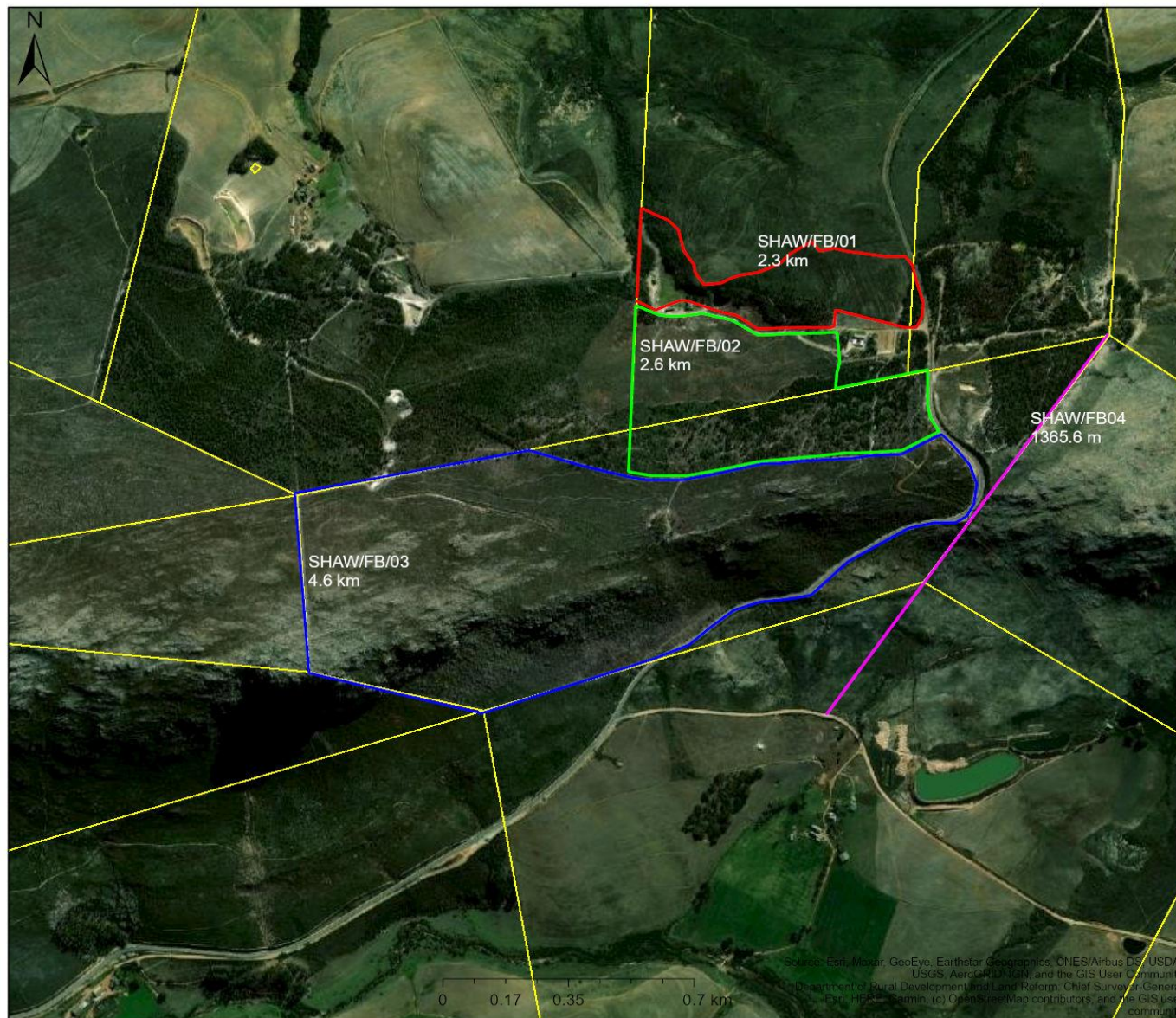
1. FIREBELT MAINTENANCE AND CONSTRUCTION - (SEE MAP 1)

TASK TO BE COMPLETED BY MID-DECEMBER 2021

Firebreak Number	Location	Length (m) <u>estimated</u>	Width (m)	Comments / Special instructions
SHAW/FB/01 (new preparation)	Shaw's Pass NR	2262.3m	5	The firebreak (mark in red on map) is to be brush-cut 5m in width x approximately 2262m in length. Herbicide is to be applied to alien plants excluding pine species and all cut material is to be removed from the firebreak and spread out in field within the area to be block burnt.
SHAW/FB/02 (maintenance)	Shaw's Pass NR	2569.7m	5	The firebreak (mark in green on map) is to be brush-cut 5m in width x approximately 2569m in length. Herbicide is to be applied to alien plants excluding pine species and all cut material is to be removed from the firebreak and spread out in field within the area to be block burnt. Adjacent previously felled trees and debris to cut and moved 20m from firebelt as identified in site briefing.


SHAW/FB/03 (maintenance)	Shaw's Pass NR	4649.2m	5	<p>The firebreak (mark in blue on map) is to be brush-cut 5m in width x approximately 2649m in length. Herbicide is to be applied to alien plants excluding pine species and all cut material is to be removed from the firebreak and spread out in field within the area to be block burnt.</p> <p>Adjacent previously felled trees and debris to cut and moved 20m from firebelt as identified in site briefing.</p>
SHAW/FB/04 (new preparation)	Shaw's Pass NR	1365.6m	5	<p>The firebreak (mark in purple on map) is to be brush-cut 5m in width x approximately 1365m in length. Herbicide is to be applied to alien plants excluding pine species and all cut material is to be removed from the firebreak and spread out in field, i.e. not piled next the firebelt.</p>

Map 1_Firebelts_Year 1



Shaw's Pass Firebelts_Year_1

Legend

 Farm Portions

Scale: 1:18 056

Date created: May 31, 2021

Compiled with CapeFarmMapper



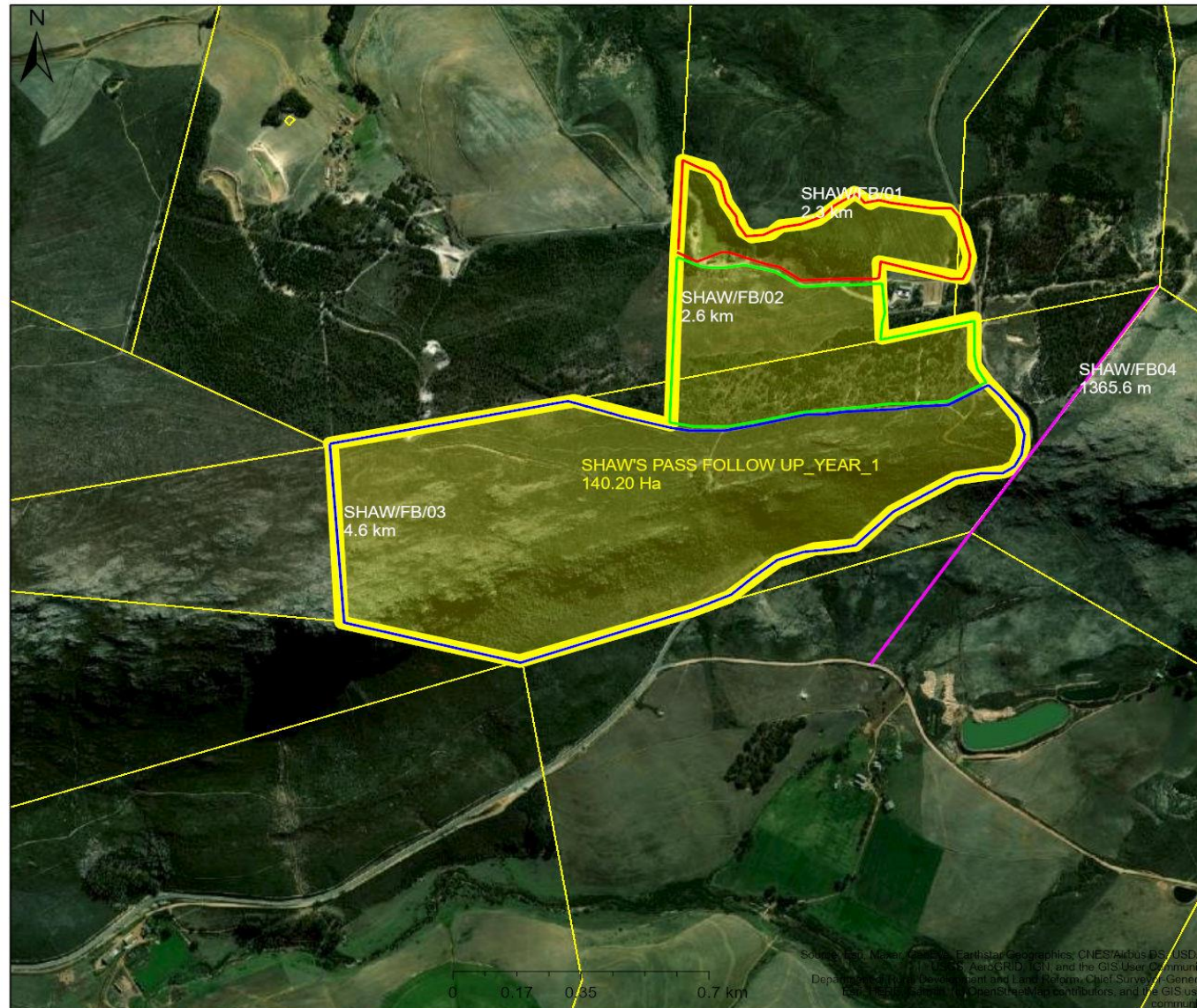
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**2. FOLLOW UP (PRE-FIRE ALIEN PLANT CONTROL OPERATIONS) – SEE MAP 2 –
TASK TO BE COMPLETED BY MARCH 2022**


Number	Location	Area (ha) <u>estimated</u>	Species/Density <u>estimated</u>	Comments / Special instructions
Follow Up (140.20ha)	Shaw's Pass NR (Pre - prescribed area to be burnt)	140.20ha	Acacia, Bluegum & Pine spp/5%	See map 2 for area to be followed up, (shaded in yellow) Follow up operations, (cut, treat alien plant species as required) Apply herbicide to relevant species as required.

Map 2 – Follow up operations (alien plant control)



Shaw's Pass FOLLOW UP_Year_1

Legend

 Farm Portions

Scale: 1:18 056
Date created: May 31, 2021

Compiled with CapeFarmMapper



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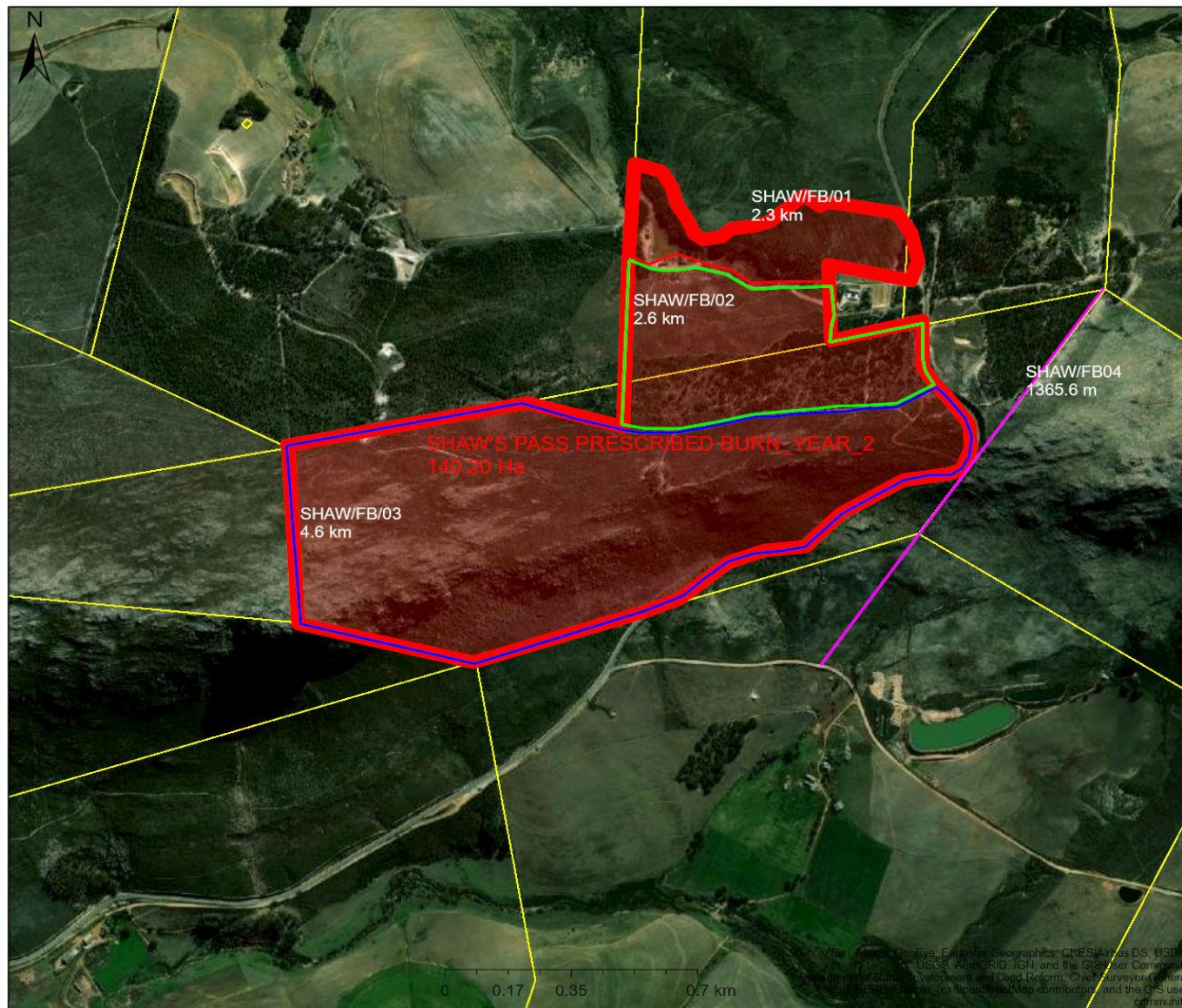
YEAR 2 2022/23 (April 2022 – March 2023)

1. PRESCRIBED ECOLOGICAL BURN – SEE MAP 3

TASK TO BE COMPLETED WITHIN APRIL/MAY 2022


	Location	Area (ha) <u>estimated</u>	Comments / Special instructions
Prescribed burn (140.20ha)	Shaw's Pass NR	140.20 ha	<p>See map 3 for area to be burnt, (shaded in red)</p> <p>Apply for the necessary burn permit through the Overberg Fire & Rescue – see https://overbergfpa.co.za/overberg-burn-permits/ for application process.</p> <p>Burnt to be scheduled during April/May 2022.</p> <p>Provide the necessary expertise and resources to conduct a safe burn as authorized.</p> <p>Provide post burn mopping up operations until the area is declared safe, (minimum 48 hours continuous mopping up/monitoring/patrols).</p> <p>Compile detailed chronological burn report.</p>

Map 3 – Prescribed ecological burn_Year 2_April/May 2022



PRESCRIBED BURN_Year_2

Legend

 Farm Portions

Scale: 1:18 056
Date created: May 31, 2021

Compiled with CapeFarmMapper



**Western Cape
Government**

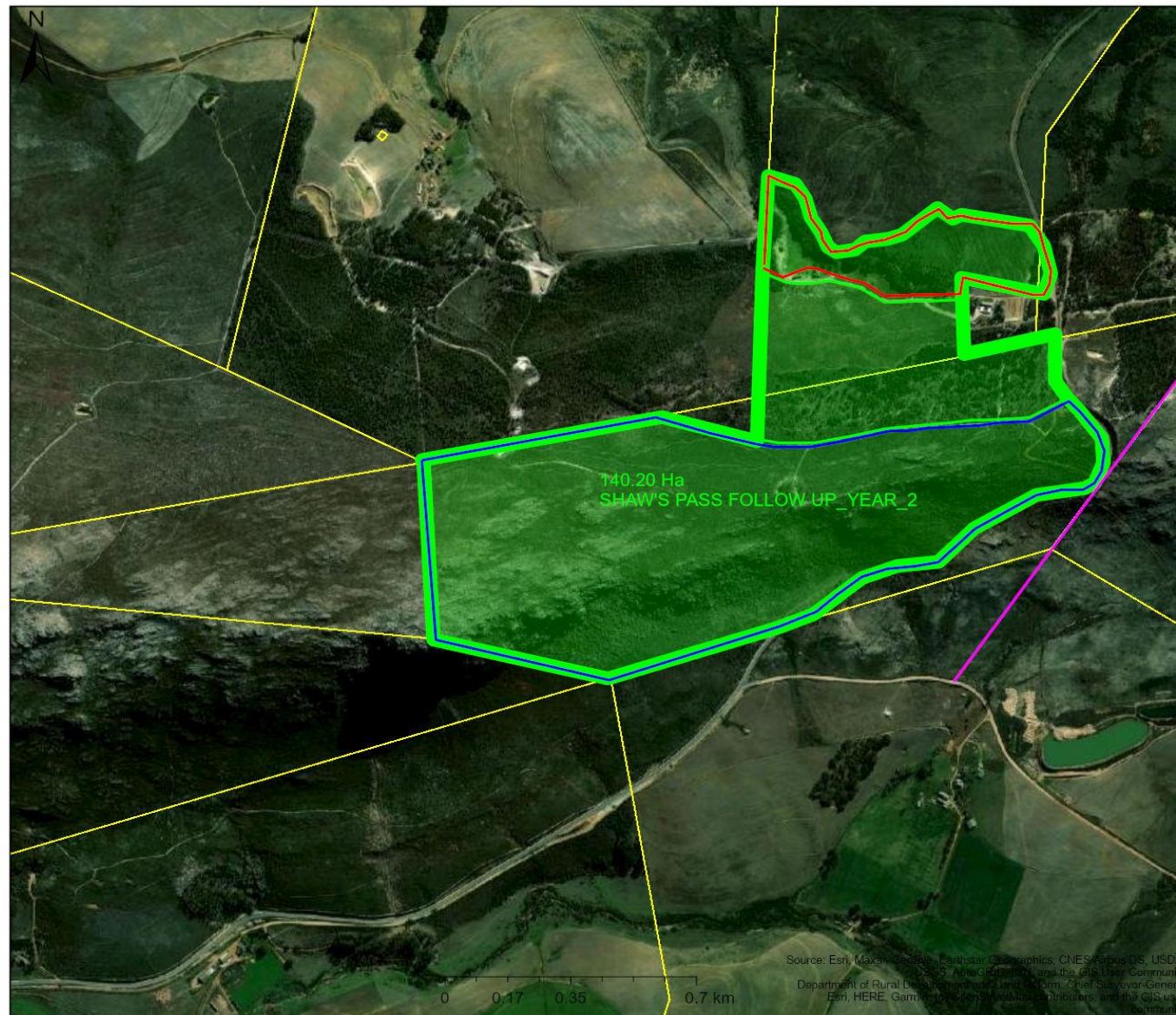
Agriculture

2. FOLLOW UP (POST-FIRE ALIEN PLANT CONTROL OPERATIONS) – SEE MAP 4

TASK TO BE COMPLETED BY MARCH 2023 AFTER ALIEN PLANT REGENERATION FLUSH


	Location	Area (ha) <u>estimated</u>	Species/Density <u>estimated</u>	Comments / Special instructions
1st Follow Up (140.20ha)	Shaw's Pass NR (Post - prescribed burn area).	140.20 ha	Acacia & Bluegum spp 10%	See map 4 for area to be followed up, (shaded in green). 1 st Follow up operation – spray application and stump treatment as required. Apply herbicide to relevant species as required.

Map 4 - 1st Follow Up Operation (post burn)_ Year 2



SHAW'S PASS FOLLOW UP_YEAR_2

Legend

 Farm Portions

Scale: 1:18 056
Date created: May 31, 2021

Compiled with CapeFarmMapper



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Source: Esri, Maxar, GeoEye, Earthstar, GeoGraphics, CNES, Airbus, DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community
Department of Rural Development and Land Reform, Chief Surveyor-General
Esri, HERE, Garmin, DeLorme, Mapbox, contributors, and the GIS user community

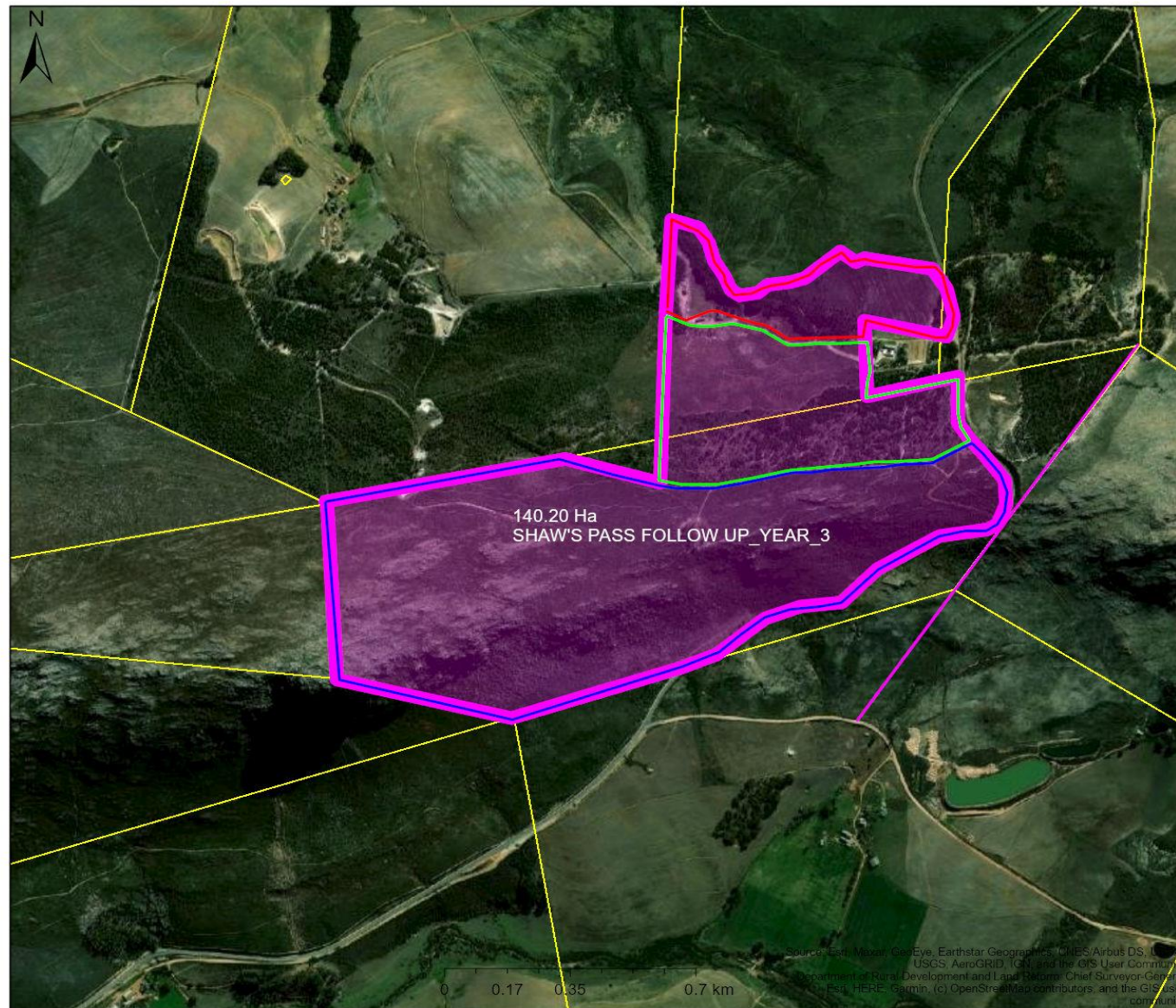
YEAR 3 2023/24 (April 2023 – March 2024)

1. FOLLOW UP (ALIEN PLANT CONTROL OPERATIONS) – SEE MAP 5

TASK TO BE COMPLETED BY MARCH 2024 AFTER ALIEN PLANT REGENERATION FLUSH

	Location	Area (ha) <u>estimated</u>	Species/Density <u>estimated</u>	Comments / Special instructions
2st Follow Up (140.20ha)	Shaw's Pass NR (Post - prescribed burn area).	140.20ha	Acacia & Bluegum spp/5%	See map 5 for area to be followed up, (shaded in purple). 2 nd Follow up operation – spray application and stump treatment as required. Apply herbicide to relevant species as required.

Map 5 - 2nd Follow Up Operation (post burn)_ Year 3



Shaw's Pass FOLLOW UP_YEAR_3

Legend

 Farm Portions

Scale: 1:18 056
Date created: May 31, 2021

Compiled with CapeFarmMapper



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2. INITIAL CLEARING (ALIEN PLANT CONTROL OPERATIONS) – SEE MAP 6
TASK TO BE COMPLETED BY MID-DECEMBER 2023

Number	Location	Area (ha) <u>estimated</u>	Species/Density <u>estimated</u>	Comments / Special instructions
Initial Clear (38.62ha)	Shaw's Pass NR	38.62ha	Adult <i>Pinus pinaster</i> and mixed species/90%	Initial treatment/clearing: Adult invasive alien plants & trees to be felled/lopped/pruned and herbicide applied as required. Adult trees to be cross-cut. All material to be stacked in piles no closer than 20m from edge of tasked block and not more than 2m high.

Map 6 – Initial Clearing _ Year 3



2. CONTRACT DETAILS

- 2.1. The Shaw's Pass NR stewardship site is managed jointly by the Landowner of Katklof Farm and CapeNature.
- 2.2. CapeNature requires the maintenance and construction of firebelts, the clearing of invasive alien vegetation, and prescribed burning as per the draft Shaw's Pass NR management plan.
- 2.3. CapeNature intends to appoint one Contractor to implement the three year work plan for the Shaw's Pass stewardship site.
- 2.4. Contractors must comply with all regulations of the Basic Conditions of Employment and the Occupational Health & Safety act.
- 2.5. CapeNature intends to select contractor to complete interventions as specified.
- 2.6. The contracting period will be from the date of awarding of the contract until 15 March 2024 or completion of project. The quoted costs will be fixed as per the quotation for the duration of the contract.
- 2.7. The Contractor must note that part-payments will only be authorized after a **final site inspection** has been undertaken by CapeNature and all facets of the work has been found to be satisfactorily completed. Part payments upon completion of individual or combined listed activities per year.
- 2.8. Documents for the all relevant contracts must be submitted on time in order for payments to be processed. Payments will be made within 30 days from the date that a valid invoice has been received and accompanying relevant documentation.
- 2.9. CapeNature reserves the right to cancel/terminate a contract if it is found that the contractor is under performing and/or did not adhere to the prescribed contract specifications/guidelines/regulations/stipulations.
- 2.10. CapeNature reserves the right to cancel a contract, or part thereof if unforeseen events/incidents occur that compromise the implementation or possible completion of the tasks, e.g. a wildfire prevents the need for the necessary firebelt maintenance/construction, alien vegetation control or prescribed ecological burn.

3. SPECIAL CONDITIONS

- 3.1. The bid price is to be an all-inclusive fixed cost for the duration of the three year contract and no escalation will apply.
- 3.2. All prices quoted must indicate that they are inclusive of VAT (bidders that are exempted from VAT must indicate as such and provide proof).
- 3.3. The quote must be valid for 90 days.
- 3.4. The quotation price must be inclusive of:
- Total wage cost;
 - Unemployment Insurance Fund Contributions;
 - COIDA;
 - Personal Protective Equipment (PPE);
 - Tools and Equipment;
 - Suitable transport;
 - Administration including an accredited bookkeeper;
 - COVID-19 PPE
- 3.5. The quotation price must be exclusive of:
- Herbicide, as this will be supplied by Shaw Pass Nature Reserve.
- 3.6. CapeNature will not be liable for any disbursements with the conclusion of this service.
- 3.7. CapeNature will not be held responsible for, nor pay any expenses of losses which the bidder may incur for the Briefing Session and site visit
- 3.8. **Health and Safety Requirements**
- All works must be executed within the requirements as stipulated in the Health and Safety Act, No. 85 of 1993.
 - OHS compliance will be check on project implementation and interim quality & final inspections.

4. EXPENSES IN PREPARATION OF THE QUOTATION AND BRIEFING SESSIONS

CapeNature will not be held responsible for, nor pay any expenses of losses which the bidder may incur in the preparation of this quotation.

5. COMPULSORY BRIEFING SESSIONS AND SITE INSPECTION

LOCATION FOR THE WORKS

The project is located Shaw's Pass Nature Reserve is situated on the Katkloof Farm, 10km south of Caledon on the R320 road.

DESCRIPTION OF SITE AND ACCESS

The area for project Shaw's Pass Nature Reserve is situated on the Katkloof Farm, 10km south of Caledon on the R320 road.

Please note that any information (including handouts) provided at the briefing session or follow up questions recorded at the briefing sessions may form part of the bid/tender documents and process.

Bidders must attend a Compulsory Briefing Session on 22nd September 2021 at 11h00 as follows:

Compulsory Briefing Session Details
Venue: SHAWS PASS Nature Reserve -. A high clearance or 4x4 vehicle is required for site inspection.
GPS Co-ordinates: 34° 18' 29"S 19° 24' 51"E

- 5.1 Bidder must attend compulsory site visit and sign the Compulsory Briefing Session (CBS) Register
- 5.2 Failure to attend the CBS, will disqualify your tender from the evaluation process
- 5.3 Bidders must satisfy themselves as to the local conditions, the accessibility of the site, the full extent and nature of the work to be done and the conditions affecting the execution and pricing of the tender. Claims on the grounds of lack of knowledge in such respects or otherwise, will not be entertained.
- 5.4 The site meeting will be held at the SHAWS PASS NR, (parking area at wedding venue near entrance) and will then proceed in-field for a site briefing session.
- 5.5 In the event that a bidder cannot attend a compulsory site meeting a representative must attend.

6. Pre-qualification criteria

- 6.1 The successful bidder must be COIDA registered- Letter of Good Standing [Proof to be provided]
- 6.2 The successful bidder must have Valid Public Liability Insurance of not less than R5million [Proof to be provided]
- 6.3 Relevant certifications - Operators: (Chainsaw/Brushcutter), Herbicide applicator, OHS: (Officer, First Aider), Fire management training: (ICS, fire fighter, crew boss, fire boss). [Proof to be provided]

7 Functionality

- 7.1 The functionality of the proposal will be measured in terms of its compliance to the requirements of the bid;
- 7.2 **The bidder must score at least 80 points out of 100 points (80%) in order to qualify for 80:20 preferential procurement scoring;**
- 7.3 The functionality points for this bid are allocated as indicated in the below table:

FUNCTIONALITY CRITERIA:

1	Relevant Work Experience and Capability (totals of Items 1.1 & 1.2) [Company Profile]				45
1.1.	Previous Contracts in nature reserves and or conservation areas				35
	<ul style="list-style-type: none">Provide a descriptive list of all completed contracts for construction, maintenance of Fire breaks and Invasive Alien clearing projects in the past five years.				
	No Contracts = 0 points	1 to 2 Contracts = 15 points	3 to 4 Contracts = 25 points	5 or more Contracts = 35 points	
1.2	Previous Contracts of Block burns in nature reserves and or conservation areas				15
	No Contracts = 0 points		3 Contracts or more = 15 points		
2	Resources [Company Profile]				30
2.1.	Project organogram				15
	<ul style="list-style-type: none">Provide a detailed organogram and CV's of the leadership and management structure you intend to mobilize on this contract - Personnel experience				
	Personnel Experience = 0 points < 5 years experience	Personnel Experience = 10 points > 5 years experience	Personnel Experience = 15 points >15 years experience		
2.2.	Company infrastructure				15
	<ul style="list-style-type: none">Provide a detailed list of key plant and manpower capacity available locally of your company with specific reference to the operational needs of this project from the point of view of construction				
	No manpower, resources = 0 points	Part sub-contracted manpower, resources = 10 points	Own manpower, resources, (no sub contracting) = 15 points		
3	Approach (totals of Items 3.1 to 3.2)				25
3.1.	Project Time table				15
	<ul style="list-style-type: none">Provide an indicative work programme including estimated time periods for the completion of the works required in this bid.				
3.2.	Health & Safety Procedures				10
	<ul style="list-style-type: none">Tenderers are to submit details of their Health and Safety procedures including all details pertaining to COVID-19.				
	TOTAL FUNCTIONALITY SCORE				100

8 PROJECT PRICE SUBMISSION REQUIREMENTS

As per the pricing schedule (Part C) of this document, bidders are required to provide an all-inclusive VAT price.

9 PAYMENTS

All payments to the Service Provider will be done within 30 days of receiving an invoice at the end of each month if accompanied by the relevant documentation as required by CapeNature within the contractual agreement and must correspond with the project plan.

10 EVALUATION PROCESS:

Bidders will undergo an evaluation process which consists of the below mentioned processes:

- 1) COIDA registered- Letter of Good Standing;**
- 2) Public Liability Insurance of not less than R5million;**
- 3) Compliance to minimum Functionality criterion of the bid (i.e Where the bidder must score 80 points/ (80%) out of 100 points/ 100% or more to qualify for the next phase of the evaluation process);**
- 4) Compliance to the specification; and**
- 5) A final 80/20 scoring process: 80 point for price and 20 points for BBBEE.**

(Failure to meet the above requirements and provide the relevant supporting documentation will disqualify your bid from the Evaluation Process).

OTHER ORGANISATIONAL CONSIDERATIONS

- Late quotations will not be accepted as it will disqualify/invalidate your quote
- All quotations must be submitted on the official forms – (not to be re-typed) and electronic quotes will not be considered.
- Bidders must submit a valid Tax Compliance Pin with their bid documents or provide proof if they are exempted from Tax
- Bidders must provide a BBBEE certificate when claiming for preferential points.
- CapeNature reserves the right not to award this bid
- Government Condition of contract (GCC) will also apply to this quote.
- The Central Supplier Database (CSD) Report must accompany bid documents.

Bidders are requested to Index Annex and insert the page numbers of the source documentation / evidence required in order to allow for easy access for Evaluation purposes.

APPENDIX 1: CHECKLIST – SUBMISSION OF SOURCE DOCUMENTATION REQUIRED FOR EVALUATION PURPOSES

NAME OF COMPANY: _____

PLEASE MARK CORRECT ANSWER WITH AN X

No.	DESCRIPTION	YES	NO	INDEX ANNEX TO BID DOCUMENT
1.	WCBD 1 – Invitation to Bid			P1 to P3
2.	Pricing schedule – Section C			P5 to P6
3.	WCBD 4 – Declaration of Interest			P7 to P13
4.	WCBD 6.1a – Preference points claim form completed			P14 to P21
5.	Proof of submission of a Valid TAX Compliance Tax Pin			
6.	Valid BBBEE Certificate or Sworn affidavit			
7.	Proof of Western Cape Supplier Evidence Bank Registration (WCSEB)			
8.	Proof of Central Supplier Database (CSD) Registration or latest Report			
PRE-QUALIFICATIONS				
6.1	The successful bidder must be COIDA registered- [Letter of Good Standing]			
6.2	The successful bidder must have Valid Public Liability Insurance of not less than R5million [Liability Insurance schedule]			
6.3	Relevant certifications - Operators: (Chainsaw/Brushcutter), Herbicide applicator, OHS: (Officer, First Aider), Fire management training: (ICS, fire fighter, crew boss, fire boss). [Proof to be provided]			
FUNCTIONALITY CRITERIA [PROVIDE COMPANY PROFILE]				
1.	Relevant Work Experience and Capability (totals of Items 1.1)			
1.1	Previous Contracts in nature reserves and conservation areas – (Provide Proof)			
1.2	Previous contracts of Block Burns in nature reserve and or conservation areas. - (Provide Proof)			
2	Resources (totals of Items 3.1 to 3.2)			
2.1	Project organogram- (Provide Proof)			
2.2	Company infrastructure - (Provide Proof)			
3	Approach (totals of Items 4.1 to 4.2)			
3.1	Project Time table - (Provide Proof)			
3.2	Health & Safety Procedures - (Provide Proof)			

Name and Surname: _____

Designation: _____

Date: _____

COVID 19 RULES AND REGULATIONS

All participants must ensure they are compliant with the provisions of the Disaster Management Act 57 of 2002 and any regulations and directives relating to COVID-19 published pursuant thereto. Please see <https://www.gov.za/coronavirus/guidelines>, failure to comply will constitute a legal offence and disqualification of any process.

SITE BRIEFING SESSIONS

All prospective bidders are required to attend at the relevant office as per Invitation to Bid document for the compulsory site briefing session.

To ensure compliance with the Disaster Management Act 57 of 2002 as well as any COVID- 19 and rules published pursuant hereto, all Service Providers at the respective site briefing session will be required to travel to the relevant site in their personal vehicle at their own costs.

GENERAL

To ensure compliance with COVID 19 regulations and directives all participants are required to comply with the following:

- All participants MUST wear a facemask.
- All participants MUST maintain a 2m distance at all times.
- All participants MUST adhere to strict hygiene protocols provided by CapeNature.
- All participants MUST allow their temperature to be taken upon entrance of the Reserve.
- All participants MUST complete a form of any previous contact and exposure to anyone with COVID 19 in the two weeks prior to their arrival at the reserve.
- All participants MUST notify CapeNature of any flu like symptoms in the last 14 days and will be advised accordingly.