Eastern Cape
PARKS & TOURISM AGENCY

ALIEN PLANTS SPECIES CLEARING AND THE DISPOSAL OF BIOMASS AT UMTHONTSI-LOWER BLINKWATER SITE IN THE ADDO-AMATHOLE NODE MINI BID NUMBER: M/07/26/27

BIDDER:

COMPLUSORY BRIEFING SESSION:	**21 October 2026 Venue: Lower blink Water Community Hall (Close to Mpofu Nature Reserve) in Fort Beaufort. GPS Co- ordinates: Lat. 31o 36' 52.04" S Lon. 29o 26' 32.81" E Time: 11h00**
CLOSING DATE:	**27 OCTOBER 2026**
CLOSING TIME:	**11H00**
PRICE OFFER:	
CSD NUMBER:	

This procurement is financed by P170213 - Catalysing Financing and Capacity for the Biodiversity Economy around Protected Areas Project.

URGENT FRAUD ALERT
CRIMINAL CALLS TARGETING BIDDERS
NO PAY-OFFS TO SUBMIT OR SECURE TENDERS
STAY VIGILANT - REPORT FRAUD
*ECPTA will not ask any bidder for any monies
REPORT
Whistle Blowers
PRIVATE & CONFIDENTIAL
0800 611 085
ecpta@whistleblowing.co.za
www.whistleblowing.co.za



REQUEST FOR QUOTATION

ALIEN PLANTS SPECIES CLEARING AND THE DISPOSAL OF BIOMASS AT UMTHONTSI-LOWER BLINKWATERSITE IN THE ADDO-AMATHOLE NODE

Quotations are hereby invited from contractors for **ALIEN PLANTS SPECIES CLEARING AND THE DISPOSAL OF BIOMASS AT UMTHONTSI-LOWER BLINKWATERSITE IN THE ADDO-AMATHOLE NODE.**

This Procurement is financed by World Bank P170213: Catalysing Financing and Capacity for the Biodiversity Economy around Protected Areas Project

NB: It is important that ALL detailed information required is furnished in full. Failure to comply will render your quotation liable to rejection, as late and incomplete quotations cannot be considered. Quotation documents will be available from the **12th of October 2026** free of charge. Documents can be downloaded from www.visiteasterncape.co.za/corporate/procurements/mini-bids

Compulsory briefing will be held on **21 OCTOBER 2026 at 11H00 am. The venue:** Lower blink Water Community Hall (Close to Mpofu Nature Reserve) in Fort Beaufort. GPS Co- ordinates: Lat. 31o 36' 52.04" S Lon. 29o 26' 32.81" E

Completed bid documents accompanied by all necessary documents are to be placed in a sealed envelope with the bid name and number (as given above) clearly written in an envelope. **All bids must be deposited in the Tender Box, at the offices of the Eastern Cape Parks and Tourism Agency at No. 17-25 Oxford Street (Corner of Fleet Street & Oxford Street), by not later than 11h00 on Tuesday 27 October 2026 at which time the bids will be opened in public.**

For all enquiries regarding the bid document please contact Ms. Unathi Zinganto at 043 492 0871, e-mail: Unathi.Zinganto@ecpta.co.za or Contact Mr. Malaika Koali for technical enquires at 043 492 0680 during working normal hours, email Malaika.Koali@ecpta.co.za

EVALUATION CRITERIA

This procurement is financed by World Bank P170213: Catalysing Financing and Capacity for the Biodiversity Economy around Protected Areas Project and the World Bank Procurement Regulation will be applicable. A three (3) Stage Evaluation process will be employed. In Stage one (1), all bids received will be evaluated based on administrative requirements, only bidders who meet the minimum requirements will proceed to Stage 2. In Stage two (2) bidders will be evaluated on technical compliance. Only bidders who meet all the criteria for technical compliance will proceed to Stage Three (3) .In Stage 3 bidders will be evaluated on Price only. Bidders will be ranked according to the lowest acceptable Price to the highest acceptable Price.

Stage 1: Administrative requirements

Bidders must comply with the set of administrative requirements listed below. The compliance requirements stated below are project specific. Failure to meet any of the compliance requirements will lead to immediate disqualification of the bid.

- Compulsory Briefing
- License Pest Contril Operator

Stage 2: Technical Compliance

Bidders must comply with the set of **technical compliance requirements** listed below. Failure to comply with any of the below requirements will lead to immediate rejection of the bid.

- Company Experience
- Methodology
- Team Capability

Stage 3: Price

This procurement is financed by World Bank P170213: Catalysing Financing and Capacity for the Biodiversity Economy around Protected Areas Project and the World Bank Procurement Regulation will be applicable. In Stage 2 bidders will be evaluated on Price only. Bidders will be ranked according to the lowest acceptable Price to the highest acceptable Price. The Award of Contract will be made to the lowest acceptable price by the issue of a Purchase Order and/or signing of Contract Agreement

SBD 1

PART A

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE EASTERN CAPE PARKS & TOURISM AGENCY					
BID NUMBER:	M/07/26/27	CLOSING DATE:	27 OCTOBER 2026	CLOSING TIME:	11:00 am
DESCRIPTION	ALIEN PLANTS SPECIES CLEARING AND THE DISPOSAL OF BIOMASS AT UMTHONTSI-LOWER BLINKWATERSITE IN THE ADDO-AMATHOLE NODE.				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT *(STREET ADDRESS)*					
17-25 Oxford Street,					
Cnr. Oxford and Fleet Street					
East London					
5200					

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO		**TECHNICAL ENQUIRIES MAY BE DIRECTED TO:**	
CONTACT PERSON	**Ms. Unathi Zinganto**	CONTACT PERSON	**Mr. Malaika Koali**
TELEPHONE NUMBER	**043 492 0871**	TELEPHONE NUMBER	**043 492 0680**
FACSIMILE NUMBER	**-**	FACSIMILE NUMBER	-
E-MAIL ADDRESS	Unathi.Zinganto@ecpta.co.za	E-MAIL ADDRESS	Malaika.Koali@ecpta.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	TAX COMPLIANCE SYSTEM PIN:		**OR**	CENTRAL SUPPLIER DATABASE No:	MAAA
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	☐Yes ☐No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?	☐ Yes ☐ No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]	

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA ☐ YES ☐ NO

DOES THE ENTITY HAVE A BRANCH IN THE RSA? ☐ YES ☐ NO

DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA ☐ YES ☐ NO

DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? ☐ YES ☐ NO

IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? ☐ YES ☐ NO

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.

PART B

TERMS AND CONDITIONS FOR BIDDING

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

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

NAME OF THE SIGNATORY

……

SIGNATURE OF THE BIDDER:

……

CAPACITY UNDER WHICH THIS BID IS SIGNED:

……

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

DATE:

……

TERMS OF REFERENCE

1. Background

The Eastern Cape Parks and Tourism Agency (ECPTA) implements the Protected Areas Expansion which is guided by the Eastern Cape Protected Area Expansion Strategy (ECPAES), a systematic conservation planning product that identifies priority areas for conservation estate expansion and is aligned to the National Protected Area Expansion Strategy (NPAES). The ECPTA assessed the uMthontsi-Lower Blinkwater (community-owned land) located within the Addo-Amathole Node and qualifies for protected area status.

Furthermore, the assessed site was mapped for alien invasive plants clearing. The invasion of alien plant species has resulted in degradation of natural ecosystems and ecological integrity of the area, thus reducing the grazing potential, increasing fire risk, and loss of indigenous biodiversity. The project seeks to restore ecological integrity through the systematic removal of invasive alien vegetation using environmentally responsible methods consistent with national legislation and accepted best practice.

2. Scope of Work

The location of the uMthontsi-Lower Blinkwater is depicted on a map below. The scope of work for the appointed contractor(s) will include, amongst other things:

- Eradication of alien plants species to substantially reduce infestations of **Syringa tree** (*Melia azedarach*) predominantly, and other invasive alien plant species within the designated project area and disposal thereafter through appropriate methodologies. Biomass material should be appropriately staked before disposal. The bidder must provide disposable methods and identify opportunities for repurposing the biomass, such as disposable methods and repurposing opportunities, which must be detailed in the methodology.
- Improvement of ecosystem functioning and biodiversity conservation.
- Restoration of ecological processes to facilitate the area's qualification for Protected Area declaration.
- Prevention of reinfestation through appropriate follow-up treatments (where necessary). The clearing stages for the site will be initial clearing with a possible follow up clearing.
- Ensuring all clearing operations are undertaken safely and with minimal environmental disturbance. Site preparation (include establishing a suitable biomass management site), treat tree stumps with herbicide to prevent re-growth, cut to size, and remove all specified alien

invasive plant biomass from a site, which will require a specific work methodology to prevent damage to infrastructure and biodiversity, and to prevent the risk of fire.

- Where appropriate, some big tree stumps may require ringbarking, felling (cut stump) and treatment of infested invasive areas with herbicide.
- The alien plants species clearing activities and disposal methods must be clearly described in the bidder's methodology statement for the bid.

2.1. Project Location

The location of the project is at uMthontsi-Lower Blinkwater site and is depicted on a map below.

Table 1: Sites to be cleared of alien invasive species.

No	Properties	Ownership	Nearest town/place
1.	uMthontsi-Lower Blinkwater	Communal Land	Mpofu/Fort Fordyce

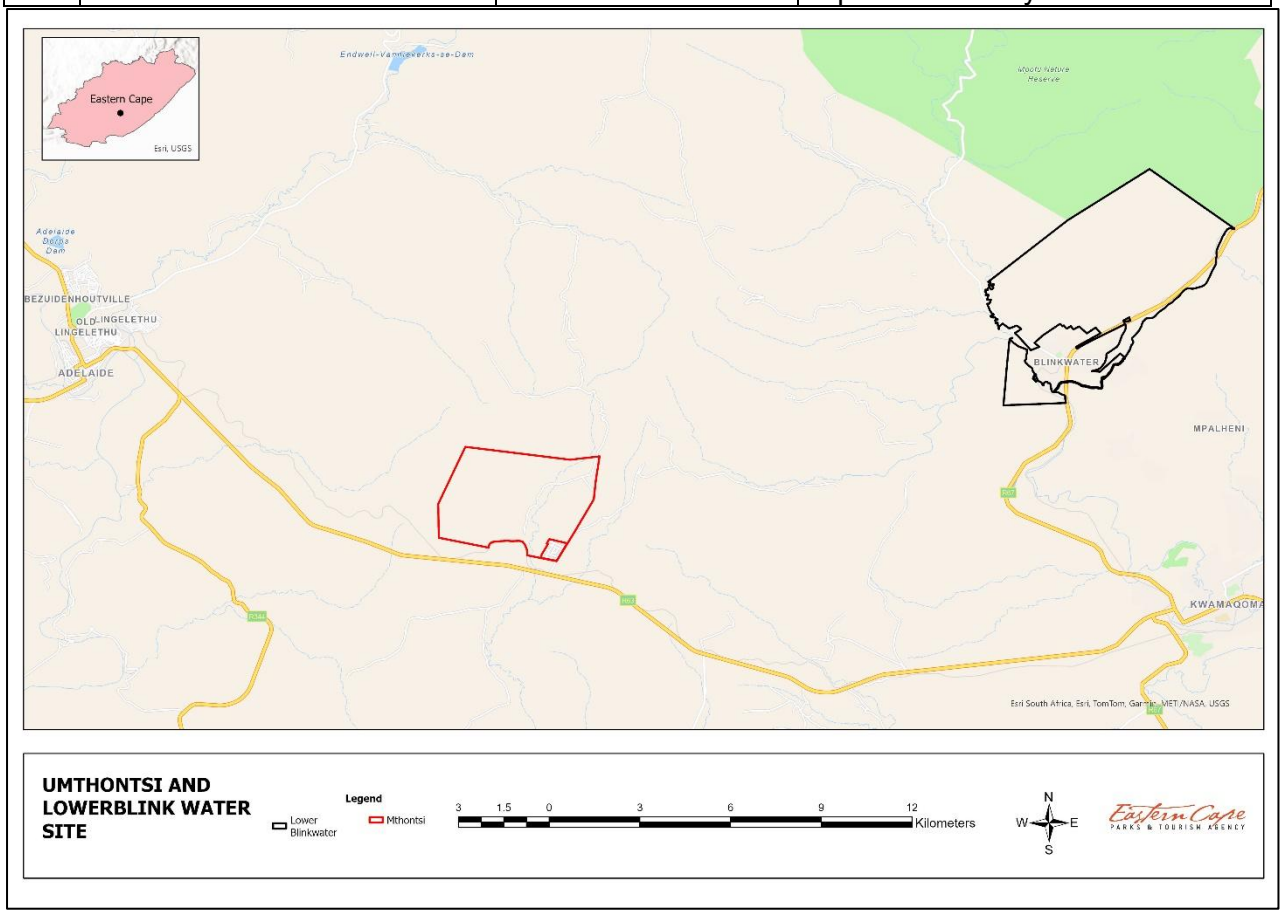

Figure 1: Location Map of uMthontsi-Lower Blinkwater.

2.1. Project Deliverables

Phase 1: Development of detailed Project Plan / Programme of Works

The contractor shall design the project utilising the attached Invasive Alien Plants (IAP) mapping document, existing condition data and reference each data. Every effort shall be made in the implementation phase to minimize disturbance to the existing natural areas. The perimeters of sensitive areas must be clearly delineated with orange fencing and will be off-limits during the duration of clearing and biomass removal activities.

Phase 2: Stakeholder Consultation

The contractor shall introduce the project to the identified stakeholders (Traditional Council, relevant local municipality, conservation agencies, CBOs, NGOs) where necessary.

Phase 3: Employment

The contractor will be responsible for recruitment, appointment of project employees, signing of employment contracts, training of workers and rolling out of introductory and weed identification training programme in line with the approved training plan. Project employees must be equipped with relevant training needs, protective clothing and equipment. The contractor must provide all tools and equipment to carry out the work.

The contractor shall employ project employees, including at least 12 general workers. The general workers' costs must be calculated using Expanded Public Works Programme (EPWP) rates in line with the applicable Ministerial Determination as published by the Minister of Labour.

Payment of employee salaries/wages will be the responsibility of the Contractor. Wages for workers attending medical examinations and training will be paid out as normal working days. Service providers are required by law to contribute to the Compensation Fund and Unemployment Insurance Fund (UIF). A valid letter of good standing with Compensation for Occupational Injuries Diseases Act (COIDA) Act 130 of 1993 as amended must be submitted.

Phase 4: Implementation

The clearing areas will be stipulated in the existing AIPs distribution information (see Annexure A). All invasive alien vegetation shall be eradicated (cut down), where applicable ring-barked and removed according to the Conservation of Agricultural Resources Act 43 of 1983 (CARA) and the National Environmental Management: Biodiversity Act 10 of 2004 (NEMBA) and their applicable regulations. All invasive alien clearing activities and herbicide applications are to be undertaken in accordance with the Operating Standards and Guidelines of the Working for Water Programme.

The following tasks which are non-exhaustive and are to be carried out within the projects by the appointed contractor(s).

- **Site Assessment and verification**
  - Verification of project boundaries using GIS maps supplied by the contractor.
  - Preparation of an operational work plan.
  - Establishment of health and safety measures.
  - Identification of environmentally sensitive areas.

The following are the minimum Alien Plants Species Clearing Methodologies prescribed by the employer. The appointed contractor may propose additional methodologies.

a) **Mechanical Clearing: Mechanical clearing operations shall include, but not be limited to:**
   - Cutting and felling invasive alien plants species (where necessary).
   - Uprooting where feasible.
   - Stacking of biomass in designated areas.
   - Ring-barking of applicable woody invasive species where required.
   - Removal of invasive vegetation from riparian areas and watercourses to avoid obstruction of natural water flow.
   - Prevention of unnecessary damage to indigenous vegetation.
   - Safe disposal or utilisation of biomass in accordance with approved environmental practices.

b) **Chemical Control: Chemical treatment shall only be undertaken where mechanical methods alone are insufficient. The contractor shall:**
   - Application of registered herbicides suitable for the target invasive species (follow manufacturer recommendations and product labels).
   - Ensuring herbicides are registered under Act 36 of 1947.
   - Using qualified personnel for herbicide application.
   - Applying cut-stump treatment, stem injection or foliar spraying where appropriate.
   - Preventing the contamination of wetlands, rivers and groundwater.
   - Keeping the detailed herbicide application records.

(Chemical control shall fully comply with CARA and the NEMBA Alien and Invasive Species Regulations).

- **Working in Riparian Areas**

Within riverine and riparian zones, the contractor(s) shall be required to ensure that:

- Removal of alien plants species is carefully carried out to minimise erosion.
- Avoidance of unnecessary disturbance to riverbanks.

- Ensure that all felled material is removed from watercourses.
- Stabilisation of disturbed areas where necessary.
- Protection of indigenous riparian vegetation is done.

- **Follow-up Clearing Operation**

The contractor shall undertake follow-up inspections and treatment during the implementation period to control:

- Re-sprouting plants;
- Seedlings;
- New infestations; and
- Missed alien plants species.

- **Equipment Requirements**

The contractor shall provide all necessary tools and equipment, including but not limited to:

- Chainsaws (where required).
- Brush cutters (where required).
- Hand tools (slashers, bush knives and/or kapmes etc.)
- Herbicide application equipment (spray cans and back carried containers)
- Personal Protective Equipment (PPE) for team members (including helmets, goggles, nose masks, herbicides aprons and earplugs, chainsaw suits where required).
- Transport vehicle in good condition and roadworthy with canopy for transportation of team members and tools to be always kept on site during clearing operations. Driver must have a valid driver's licence and PDP.
- First aid equipment.
- Firefighting equipment.

All tools and equipment shall be maintained in safe working condition).

- **Health and Safety**

The contractor(s) shall ensure to:

- Prepare a Health and Safety Plan.
- Conduct risk assessments.
- Provide PPE to all workers.
- Ensure first aid facilities are available.
- Comply with all Occupational Health and Safety legislation.
- Report incidents immediately.

- **Environmental Management**

The contractor shall implement measures to ensure that amongst other things:

- Prevent soil erosion.
- Protection of indigenous vegetation and/or any unintended species.
- Prevent spread of alien plants species.
- Prevent pollution.
- Protect wetlands and riparian zones.
- Rehabilitate disturbed areas where necessary.

- **Monitoring and Reporting**

The contractor shall submit monthly reports containing:

- Extent of area cleared (hectares).
- Alien plant species removed.
- Mechanical clearing undertaken.
- Chemical treatments applied.
- Herbicide quantities used.
- Labour statistics.
- Photographic evidence.
- GPS coordinates of cleared areas.
- Challenges/incidents encountered.
- Corrective actions implemented.

Phase 5: Develop Project Close out report

The contractor must compile and submit a project close-out report detailing achievements, the value of service rendered against milestones, and the cost of the project, including highlights, challenges, and recommendation for the continued protection of ECPTA investment.

2.2. Project Timeframe

The project is estimated for a period of 6 months. The work must be completed within the stipulated timeline in the Service Level Agreement (project will vary depending on the task and the extent of work for each task).

2.3. Terms And Conditions of the Contractor

- A contractor assigned any work may not cede, assign, or subcontract any part thereof to any person without the written consent of the ECPTA.

- The ECPTA reserves the right to cancel the contract should the contractor fail to provide satisfactory service on two (2) occasions.
- The contractor will be required to confirm the specific resources available as part of project allocation and the contracting process, as and when such process is undertaken.
- The contractor must guarantee the presence of the Project Team proposed throughout the duration of the contract. Prior to the appointment of a replacement, the ECPTA Project Manager must approve such appointment. If a member of the Project Team has to leave the project, a period of at least a month is required, in which the senior must work parallel with the next person (senior consultant with similar expertise and equal years of experience) appointed able to transfer skills and knowledge.

3. Evaluation Criteria

This procurement is financed by World Bank P170213: Catalysing Financing and Capacity for the Biodiversity Economy around Protected Areas Project and the World Bank Procurement Regulation will be applicable. A three (3) Stage Evaluation process will be employed. In Stage one (1), all bids received will be evaluated based on administrative requirements, only bidders who meet the minimum requirements will proceed to Stage 2. In Stage two (2) bidders will be evaluated on technical compliance. Only bidders who meet all the criteria for technical compliance will proceed to Stage Three (3) .In Stage 3 bidders will be evaluated on Price only. Bidders will be ranked according to the lowest acceptable Price to the highest acceptable Price.

Stage 1: Administrative requirements

Bidders must comply with the set of administrative requirements listed below. The compliance requirements stated below are project specific. Failure to meet any of the compliance requirements will lead to immediate disqualification of the bid.

Table 2: Administrative requirements

No.	Compliance Requirements
1	**Compulsory Briefing** A compulsory briefing will be held on site to give the interested bidders clarity on the scope and extent of the work. **NB: It is the responsibility of the Service Provider to attend the site meetings, to familiarize themselves with the area and densities of the site, and to make sure the boundaries of the project area are clearly understood and confirmed.**

2	**Licensed Pest Control Operator** The bidder must submit a CV and copies of qualifications and registration for at least One Pest Control Operator. The operator must be registered in terms of Farm Feeds, Fertilizers, Agricultural Remedies, and Stock Remedies Act, 1947 (Act 36 of 1947). **Attach a copy of a valid Pest Control Operator License or proof of PCO renewal application**

NB: Failure to comply with above-mentioned requirements will lead to disqualification of the bid.

Stage 2: Technical Compliance

Bidders must comply with the set of **technical compliance requirements** listed below. Failure to comply with any of the below requirements will lead to immediate rejection of the bid.

I. **Company Experience**

Bidders MUST provide evidence of the completion of at least two (2) particularly in invasive alien plants species management or ecological restoration projects or land restoration projects with a rand value of **R 700 000.00** and above in the past 10 years.

The following evidence is required for company experience:

- Appointment letters, practical completion certificates and or final completion certificate. The Completion certificates/ reference form must indicate the location and coordinates of the completed works and proof from the Client/ Employer of completed project in a form of project number (Reference number) and financial year it was implemented and completed, or

- Appointment letters, project reference form completed by the Employer/Client. The Completion certificates/ reference form must indicate the location and coordinates of the completed works and proof from the Client/ Employer of completed project in a form of project number (Reference number) and financial year it was implemented and completed.

II. Methodology

The bidder shall submit a project proposal highlighting the methodology to be used in the project. The proposal submitted must demonstrate the bidder's level of understanding of the project scope and should include the following sections.

- Preliminary program
- Cash-flow projections

Bidders must take note of the following factors which will be used in evaluating responsiveness of submissions.

a. The Preliminary Programme submitted must include the full scope of works as described in the work specification and schedule of quantities. It should highlight all the planned activities, the sequence of executing the works and the completion timeframes of the activities. The logic of the sequencing of construction activities and correlation with the cash flow shall be considered together with practicality of the completion timeframes provided for the respective activities.

III. Team Capability

The team must have experience of the within the Alien / plant/weed control/ inter alia, relevant experience in Project Management of EPEP or labour-Intensive Projects.

Resources	Experience and Qualifications	No of years' Experience
Project Manager	• Degree in Natural Science or related field in Natural Resource Management.	10 or Higher
Environmentalist Environmental Planner	• Degree in Environmental Science/ Management as a minimum qualification • Valid professional registration with EAPASA as a professional EAP	5 or Higher
Health and Safety officer	• National Diploma in Safety Management / SAMTRAC or equivalent • Valid registration with SACPCMP as a Health & Safety Officer/Agent/Manager	5 or higher

Bidders must submit CV's and valid copies of professional registrations and qualifications (where applicable) for the following team members. **Failure to submit both the CV and valid copies of qualifications/certificates/ proof of professional registration will result in immediate rejection of the bid.**

Stage 3: Price

This procurement is financed by World Bank P170213: Catalysing Financing and Capacity for the Biodiversity Economy around Protected Areas Project and the World Bank Procurement Regulation will be applicable. In Stage 2 bidders will be evaluated on Price only. Bidders will be ranked according to the lowest acceptable Price to the highest acceptable Price. The Award of Contract will be made to the lowest acceptable price by the issue of a Purchase Order and/or signing of Contract Agreement.

BIDDERS SHALL TAKE NOTE OF THE FOLLOWING BID CONDITIONS:

- This procurement is financed by World Bank P170213: Catalysing Financing and Capacity for the Biodiversity Economy around Protected Areas Project and the World Bank Procurement Regulation will be applicable.
- The Bank requires compliance with the Bank's Anti-Corruption Guidelines, and its prevailing sanctions policies and procedures as set forth in the WBG's Sanctions Framework, as set forth in Section VI.
- In further pursuance of this policy, Bidders shall permit and shall cause their agents (where declared or not), subcontractors, subconsultants, service providers, suppliers, and personnel, to permit the Bank to inspect all accounts, records and other documents relating to any initial selection process, prequalification process, bid submission, proposal submission, and contract performance (in the case of award), and to have them audited by auditors appointed by the Bank.
- **Service providers may submit bids for a maximum of three (3) projects currently advertised; however, no service provider will be awarded more than one project. In the event that a service provider scores the highest points on more than one bid, the service provider will be required to select only one project for award. The remaining bid(s) not selected by the service provider will be deemed non-responsive. This measure is intended to unbundle the projects, promote broader participation, and mitigate delivery risk.**
- The Eastern Cape Parks and Tourism Agency (ECPTA) reserve the right to negotiate pricing with the successful bidder or any other bidder eligible for award.
- Service providers who are currently engaged on ECPTA projects and have not achieved at least 70% completion of their existing contracts at the time of bid closure will be disqualified from further evaluation.
- The Eastern Cape Parks & Tourism Agency Supply Chain Management Policy will apply.
- Bidders must be registered with the National Treasury Central Supplier Database (CSD) and provide a copy of CSD full report for the month of bid closing.
- Eastern Cape Parks & Tourism Agency does not bind itself to accept the highest bid or any other bid and reserves the right to accept the whole or part of the bid.
- Bids which are late, incomplete, unsigned, or submitted by facsimile or electronically, will not be accepted.
- Bids submitted are to hold good for a period of 90 days.
- The Eastern Cape Parks and Tourism Agency (ECPTA) reserve the right to terminate the contract should the service provider fail to perform satisfactorily or fail to deliver work to the required standard.

- The ECPTA reserves the right to request any additional information for the purpose of evaluation and adjudication of this bid. Such requests shall be made solely for the discretion of the ECPTA
- Any contract terminated due to poor performance, non-performance, or breach of contractual obligations may be reported to the National Treasury for consideration of restriction and possible listing on the database of restricted suppliers for a specified period, in line with applicable legislation and regulations.
- Only bidders that have met the requirements of the proposal / specification shall be considered during the adjudication process.
- Companies that bid as joint venture must submit an official signed business agreement by both parties. If the service provider does not meet this requirement, it will be automatically disqualified.
- The ECPTA Bid Committee and the Supply Chain Management Unit may, before a bid is adjudicated or at any time during the bidding process, oblige a bidder to substantiate any claims it may have made in its bid documents.
- No bids will be considered if the bidder did not fully complete and sign all the relevant pages.

GENERAL CONDITIONS OF THE BID

1. Interpretation

The word “Bidder” in these conditions shall mean and include any firm or any company or body incorporated or unincorporated. The word “ECPTA” in these conditions shall mean the Eastern Cape Parks & Tourism Agency.

2. Extent of the bid

This contract is for the provision of the services as detailed in the attached Specification (pages 7 - 12)

3. Contract to be Binding

The formal acceptance of the Purchase Order by the ECPTA will constitute a contract binding on both parties and a Service Level Agreement will be signed by both parties.

4. Mode of the Bid

All Bids shall be completed and signed: All forms, annexure, addendums, and specifications shall be signed and returned with the Bid document as a whole. ***The lowest or any Bid will not necessarily be accepted.*** The ECPTA wishes to deal on a prime contractual basis with the successful Bidder being responsible and accountable for all aspects of the entire solution or service offered.

5. Quality

Should the specifications and / or descriptions not address any aspects of quality as specified, clarity should be provided to the ECPTA prior to the submission of a quotation.

6. Insurance Claims, etc.

The ECPTA shall not be liable in any manner in respect of any claims, damages, accidents and injuries to persons, property or rights or any other courses of civil or criminal action that may arise from the carrying out of this contract. The company shall insure his / her / their personnel and any plant, machinery or other mechanical or electronic equipment involved in the fulfilment of this contract and shall indemnify ECPTA against all risks or claims which may arise. It will be required from the successful Bidder to submit proof of insurance or any other valid form of indemnification to ECPTA for scrutiny.

7. Signing of Documents

Bidders are required to return the complete set of documents duly signed.

8. Period of Validity for Bids and withdrawal of Bid after Closing Date

All bids are to be held valid and binding for 90 days from the closing date of submissions (calculated from, but not including, the due date).

9. Penalty Provision

Should the successful Bidder:

a. Withdraw the Bid during the afore-mentioned period of validity; or
b. Advise the ECPTA of his / her / their inability to fulfil the contract; or
c. Fail or refuse to fulfil the contract; or
d. Fail or refuse to sign the agreement or provide any surety if required to do so.

Then, the Bidder will be held responsible for and is obligated to pay to the ECPTA:

I. All expenses incurred by ECPTA to advertise for or invite and deliberate upon new Bids, should this be necessary.
II. The difference between the original accepted Bid price and:
III. A less favourable (for the ECPTA) Bid price accepted as an alternative by the ECPTA from the Bids originally submitted; or (ii) A new Bid price.

10. Value Added Tax

In calculating the cost of the supply and delivery of services and / or material, the supplier will issue a “Tax Invoice” for all services rendered and / or materials supplied, which will reflect the exclusive cost of such services, goods or materials with the relevant Value Added Tax being added to the total.

VAT must be included in the Bid price but must be shown separately.

11. Price Escalation

No price escalation

12. Authority to Sign Bid Documents

In the case of a Bid being submitted on behalf of a company, close corporation or partnership, evidence must be submitted to the ECPTA at the time of submission of the Bid that the Bid has been signed by persons properly authorized thereto by resolution of the directors or under the articles of the entity.

13. Samples

Not Applicable

14. Duration of the Contract:

The duration for this contract is 6 months from the contract signing date.

Delivery Periods

The successful bidder will liaise with Mr. Malaika Koali at 043 492 0680 email: Malaika. Koali @ecpta.co.za

15. Closing Date / Submitting of Quotations

Bids must be submitted in sealed envelopes clearly marked **ALIEN PLANTS SPECIES CLEARING AND THE DISPOSAL OF BIOMASS AT UMTHONTSI-LOWER BLINKWATERSITE IN THE ADDO-AMATHOLE NODE. M/07/26/27" Quotations must be deposited in the Bid Box, 17-25 Oxford Street (Cnr of Fleet & Oxford Street), East London, by no later than 11:00 am on Tuesday, 27 October 2026.**

Bids which are not submitted in a properly sealed and marked envelope and/or deposited in the relevant bid box on or before the closing date and time will not be considered. Faxed or e-mailed Bids will not be considered.

16. Bid Enquiries

Enquiries should be directed to the Supply Chain Management Unit. The following official can be contacted: Ms. Unathi Zinganto at 043 492 0871 during normal office hours viz. 08:00 – 16:00 Mondays to Fridays-email: minibids@ecpta.co.za

17. Insurance and Indemnity

ECPTA shall not be liable in any manner in respect of any claims, damages, accidents and injuries to persons, property or rights or any other courses of civil or criminal action that may arise from the carrying out of this contract.

18. Payment

Payment will be made on completion of Supply and Delivery of the goods and or services within 30 days of receipt of the invoice.

19. Control of The Contract

For the purposes of this contract ECPTA has appointed the Bid Committee for the adjudication, award and management of the bid.

GENERAL CONDITIONS OF CONTRACT

TABLE OF CLAUSES

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

1. Definitions

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 **"Chief Executive Officer"** means the CEO of ECPTA or her/his duly authorized representative.

1.3 **"Contract"** means the written agreement entered into between the purchaser and the provider, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

1.4 **"Contract price"** means the price payable by the provider under the contract for the full and proper performance of his contractual obligations.

1.5 **"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.

1.6 **"Countervailing duties"** are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.

1.7 **"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.

1.8 **"Day"** means calendar day.

1.9 **"Delivery"** means delivery in compliance of the conditions of the contract or order.

1.10 **"Delivery ex stock"** means immediate delivery directly from stock actually on hand.

1.11 **"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 provider bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.

1.12 **"Dumping"** occurs when a private enterprise abroad markets 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.

1.13 "**ECPTA**" means Eastern Cape Parks & Tourism Agency.

1.14 **"Force majeure"** means an event beyond the control of the provider and not involving the provider'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.

1.15 **"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.

1.16 **"GCC"** means the General Conditions of Contract.

1.17 **"Goods"** means all of the equipment, machinery, and/or other materials that the provider is required to supply to the purchaser under the contract.

1.18 **"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 provider or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as land 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.

1.19 **"Letter of acceptance"** means the written communication by ECPTA to the contractor recording the acceptance by ECPTA of the contractor's tender subject to the further terms and conditions to be itemized in the contract;

1.20 **"Local content"** means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.

1.21 **"Manufacture"** means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.

1.22 **"Order"** means an official written order issued for the supply of goods or works or the rendering of a service.

1.23 **"Project site,"** where applicable, means the place indicated in bidding documents.

1.24 **"Purchaser"** means the organization purchasing the goods.

1.25 **"Republic"** means the Republic of South Africa.

1.26 **"SCC"** means the Special Conditions of Contract.

1.27 **"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 provider covered under the contract.

1.28 **"Signature date "** means the date of the letter of acceptance;

1.29 **"Tender"** means an offer to supply goods/services to ECPTA at a price;

1.30 **"Tenderer"** means any person or body corporate offering to supply goods/services to ECPTA;

1.31 **"Written"** or **"in writing"** means hand-written 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 (excluding professional services related to the building and construction industry), sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise 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, ECPTA 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 Invitations to bid are usually published in locally distributed news media and on the Eastern Cape Treasury government tender bulletin.

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 provider 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 provider 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 provider 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 provider's performance under the contract if so required by the purchaser.

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

6. Patent rights

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

6.2 When a provider develops documentation/projects for ECPTA, the intellectual, copy and patent rights or ownership of such documents or projects will vest in ECPTA.

7. Performance security

7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the ECPTA the performance security of the amount specified in SCC.

7.2 The proceeds of the performance security shall be payable to ECPTA as compensation for any loss resulting from the service provider'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 ECPTA 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 South Africa or abroad, acceptable to ECPTA, in the form provided in the bidding documents or another form acceptable to ECPTA; or
(b) a cashier's or certified cheque.

7.4 The performance security will be discharged by ECPTA and returned to the provider not later than thirty (30) days following the date of completion of the provider's performance obligations under the contract, including any warranty obligations, unless otherwise specified.

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 purchaser or an organization acting on behalf of the purchaser.

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 clause 8.2 & 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 provider.

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

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. Packaging

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

9.2 The packaging, 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, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

10.1 Delivery of the goods and arrangements for shipping and clearance obligations, shall be made by the provider in accordance with the terms specified in the contract.

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.

12. Transportation

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

13. Incidental services

13.1 The provider may be required to provide any or all of the following services, including additional services, if any:

(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 provider of any warranty obligations under this contract; and
(e) training of the purchaser's personnel, at the provider'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 provider 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 provider for similar services.

14. Spare parts

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

(a) such spare parts as the purchaser may elect to purchase from the provider, provided that this election shall not relieve the provider 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 provider 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 provider 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 provider, 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.

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

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

15.5 If the provider, having been notified, fails to remedy the defect(s) within the period specified, the purchaser may proceed to take such remedial action as may be necessary, at the provider's risk and expense and without prejudice to any other rights which the purchaser may have against the provider under the contract.

16. Payment

16.1 The method and conditions of payment to be made to the provider under this contract shall be specified

16.2 The provider 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 provider.

16.4 Payment will be made in Rand unless otherwise stipulated.

17. Prices

17.1 Prices charged by the provider for goods delivered and services performed under the contract shall not vary from the prices quoted by the provider in his bid, with the exception of any price adjustments authorized or in the purchaser's request for bid validity extension, as the case may be.

18. Increase/decrease of quantities

18.1 In cases where the estimated value of the envisaged changes in purchase does not exceed 15% of the total value of the original contract, the contractor may be instructed to deliver the revised quantities. The contractor may be approached to reduce the unit price, and such offers may be accepted provided that there is no escalation in price.

19. Contract amendments

19.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.

20. Assignment

20.1 The provider shall not assign, in whole or in part, its obligations to perform under the contract,

except with the purchaser's prior written consent.

21. Subcontracts

21.1 The provider shall notify the purchaser in writing of all subcontracts awarded under this contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the provider from any liability or obligation under the contract.

22. Delays in the provider's performance

22.1 Delivery of the goods and performance of services shall be made by the provider in accordance with the time schedule prescribed by the purchaser in the contract.

22.2 If at any time during performance of the contract, the provider or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the provider 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 provider's notice, the purchaser shall evaluate the situation and may at his discretion extend the provider'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.

22.3 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if any emergency arises, the provider's point of supply is not situated at or near the place where the supplies are required, or the provider's services are not readily available.

22.4 Except as provided under GCC Clause 25, a delay by the provider in the performance of its delivery obligations shall render the provider 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.

22.5 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 provider'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 provider.

23. Penalties

23.1 Subject to GCC Clause 25, if the provider 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 good 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.

24. Termination For Default

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

(a) if the provider 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 provider fails to perform any other obligation(s) under the contract; or

(c) if the provider, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

24.2 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 provider shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the provider shall continue performance of the contract to the extent not terminated.

25. Anti-Dumping and Countervailing Duties and Rights

25.1 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 antidumping 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 provider to the purchaser or the purchaser may deduct such amounts from moneys (if any) which may otherwise be due to the provider 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.

26. Force Majeure

26.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the provider shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that he delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

26.2 If a force majeure situation arises, the provider shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the provider 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.

27. Termination For Insolvency

27.1 The purchaser may at any time terminate the contract by giving written notice to the provider if the provider becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the provider, 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,

28. Settlement of Disputes

28.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the provider 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.

28.2 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 provider 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.

28.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

28.4 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 provider any monies due to the provider for goods delivered and / or services rendered according to the prescripts of the contract.

29. Limitation of Liability

29.1 Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6;

(a) the provider 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
provider to pay penalties and / or damages to the purchaser; and

(b) the aggregate liability of the provider 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.

30. Governing Language

30.1 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.

31. Applicable Law

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

32. Notices

32.1 Every written acceptance of a bid shall be posted to the provider 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.

32.2 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.

33. Taxes and Duties

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

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

33.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid SARS must have certified that the tax matters of the preferred bidder are in order.

34. Transfer of Contracts

34.1 The contractor shall not abandon, transfer, assign or sublet a contract or part thereof without the written permission of the purchaser.

35. Amendment of Contracts

35.1 No agreement to amend or vary a contract or order or the conditions, stipulations or provisions thereof shall be valid and of any force unless such agreement to amend or vary is entered into in writing and signed by the contracting parties. Any waiver of the requirement that the agreement to amend or vary shall be in writing, shall also be in writing.

36. National Industrial Participation Programme (NIP)

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

37. Amendment of Contracts

37.1 In terms of Section 4 (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).

37.2 If a bidder (s) or contractors, based on reasonable grounds or evidence obtained by purchaser, has / have engaged in the restrictive practice referred 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.

37.3 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 bidder (s) for such item (s) offered and /terminate the contract in whole or part, and / or restrict the bidder (s) or contract (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.

…… ……

Signature Date

…… ……

Position Name of bidder

PRICING SCHEDULE – FIRM PRICES **SBD3.1**

NAME OF THE BIDDER: ……

BID NO.: M/07/26/27

DESCRIPTION: ALIEN PLANTS SPECIES CLEARING AND THE DISPOSAL OF BIOMASS AT UMTHONTSI-LOWER BLINKWATERSITE IN THE ADDO-AMATHOLE NODE.

CLOSING TIME 11:00 CLOSING DATE:27 OCTOBER 2026

OFFER TO BE VALID FOR 150 DAYS FROM THE CLOSING DATE OF BID.

Cost Calculation Methodology

The rehabilitation costs for alien vegetation management must be meticulously calculated, considering on-the-ground factors. These may include the density and distribution of invasive species, the difficulty of terrain which impacts the accessibility for clearing teams, and the various methods of eradication required (mechanical, chemical, or biological controls). The costs must also account for the following:

a) **Labour / Personnel Costs (40%):** The costs must consider professionals and Labourers (skilled and unskilled labour) necessary for the manual removal of invasive vegetation. It includes wages for teams performing the clearing and subsequent management of the cleared material, such as burning or mulching.

b) **Equipment and Consumables:** The costs must consider the procurement and operation of machinery like chainsaws, bush cutters, and vehicles. Additionally, the cost of herbicides for chemical control methods is factored in, where appropriate.

c) **Monitoring and Maintenance:** Post-clearing monitoring is critical to detect and promptly address re-invasion. The costs must be inclusive costs for regular inspections and any necessary follow-up interventions.

No.	Cost Item	Price
1	Personnel (Labour Costs)	**R**
2	Implementers Fee	**R**
3	Machinery	R

4	Herbicides	R
5	Personal Protective Equipment	**R**
6	Training	**R**
7	Transport	**R**
8	Community Facilitation	**R**
9	Medical Assessments	**R**
10	Waste Disposal	**R**
12	Subtotal	**R**
	Vat @ 15%	**R**
	Total Fees	**R**

NOTE:

- **Bidders are expected to quote according to the specifications on pages 07- 12 of the bid document.**
- **Bidders are required to provide a detailed cost structure in their company letterhead.**

THE UNDERSIGNED (NAME & SURNAME) ……..... CERTIFY

THAT THE INFORMATION FURNISHED ABOVE IS CORRECT.

…….. ……

Signature Date

…….. ……

Name of Bidder Position

SBD4
BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

1.1 Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa, 1996 (Constitution), and further expressed in the various applicable legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

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

2. DECLARATION ON EMPLOYMENT BY ORGAN OF STATE

2.1 Is the bidder, or any of the directors / trustees / shareholders / members / partners of the bidder employed by an organ of state, as defined in section 239 of the Constitution? **YES/NO**

2.2 If YES, furnish particulars of the names, individual identity numbers, in the table below:

Full Name	**Identity Number**	**Name of organ of state**

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

2.3.1 If so, furnish particulars:
……
……
……

2.4 Does the bidder or any of its directors'/trustees/shareholders members/partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise, whether or not they are bidding for this contract? **YES/NO**

2.4.1 If so, indicate all companies registered in the CSD in the table below:

Supplier registration number (MAAA)	**Status (active/inactive/deleted)**

Failure to disclose all CSD-registered active companies linked to all Directors will lead to disqualification.

3 GENERAL DECLARATION

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

3.1 I have read and I understand the contents of this disclosure.

3.2 I understand that the accompanying bid will be disqualified if this disclosure is found to be false.

3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor.

3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.

3.5 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

3.6 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

3.7 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, 1998 (Act No. 89 of 1998) and or may be referred to law enforcement agencies for criminal investigation and or may be restricted from conducting business with the state for a period not exceeding 10 years in terms of the Prevention and Combating of Corrupt Activities Act, 2004 (Act No. 12 of 2004) or any other applicable legislation.

I CERTIFY THAT THE ABOVE IS CORRECT.

I ACCEPT THAT THE PROCURING INSTITUTION MAY REJECT THE BID OR TAKE APPROPRIATE ACTION AGAINST ME IF THIS DECLARATION IS FALSE.

……	……
Signature	Date
……	……...
Designation	Name of bidder



FRAUD AND CORRUPTION

1. Purpose

1.1 The Bank's Anti-Corruption Guidelines and this annex apply with respect to procurement under Bank Investment Project Financing operations.

2. Requirements

2.1 The Bank requires that Borrowers (including beneficiaries of Bank financing); bidders (applicants/proposers), consultants, contractors and suppliers; any sub-contractors, sub-consultants, service providers or suppliers; any agents (whether declared or not); and any of their personnel, observe the highest standard of ethics during the procurement process, selection and contract execution of Bank-financed contracts, and refrain from Fraud and Corruption.

2.2 To this end, the Bank:

a. Defines, for the purposes of this provision, the terms set forth below as follows:

i. "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;

ii. "fraudulent practice" is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;

iii. "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;

iv. "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;

v. "obstructive practice" is:

(a) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or

(b) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under paragraph 2.2 e. below.

b. Rejects a proposal for award if the Bank determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-

contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;

c. In addition to the legal remedies set out in the relevant Legal Agreement, may take other appropriate actions, including declaring mis procurement, if the Bank determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement process, selection and/or execution of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;

d. Pursuant to the Bank's Anti- Corruption Guidelines, and in accordance with the Bank's prevailing sanctions policies and procedures, may sanction a firm or individual, either indefinitely or for a stated period of time, including by publicly declaring such firm or individual ineligible (i) to be awarded or otherwise benefit from a Bank-financed contract, financially or in any other manner;[1] (ii) to be a nominated[2] sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract; and (iii) to receive the proceeds of any loan made by the Bank or otherwise to participate further in the preparation or implementation of any Bank-financed project;

e. Requires that a clause be included in bidding/request for proposals documents and in contracts financed by a Bank loan, requiring (i) bidders (applicants/proposers), consultants, contractors, and suppliers, and their sub-contractors, sub-consultants, service providers, suppliers, agents personnel, permit the Bank to inspect[3] all

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1 For the avoidance of doubt, a sanctioned party's ineligibility to be awarded a contract shall include, without limitation, (i) applying for pre-qualification, expressing interest in a consultancy, and bidding, either directly or as a nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider, in respect of such contract, and (ii) entering into an addendum or amendment introducing a material modification to any existing contract.

2 A nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider (different names are used depending on the particular bidding document) is one which has been: (i) included by the bidder in its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower.

3 Inspections in this context usually are investigative (i.e., forensic) in nature. They involve fact-finding activities undertaken by the Bank or persons appointed by the Bank to address specific matters related to investigations/audits, such as evaluating the veracity of an allegation of possible Fraud and Corruption, through the appropriate mechanisms. Such activity includes but is not limited to: accessing and examining a firm's or individual's financial records and information, and making copies thereof as relevant; accessing and examining any other documents, data and information (whether in hard copy or electronic format) deemed relevant for the investigation/audit, and making copies thereof as relevant; interviewing staff and other relevant individuals; performing physical inspections and site visits; and obtaining third party verification of information.

f. accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the Bank.

Authorised By:

Signature: _____ Name: _____

Position: _____ Date: _____

Company: ……
……

EVALUATION CRITERIA
STAGE 1: ADMINISTRATIVE REQURIEMENTS

Attach Compulsory Briefing Attendance register

Attach CV and License of a Pest Control Operator

EVALUATION CRITERIA
STAGE 2: TECHNICAL COMPLIANCE

This form must be completed by the authorized person of the bidder's current or previous clients. The form must be fully completed, signed, and stamped. Forms which are neither complete, nor signed nor stamped will not be considered for evaluation.

1. REFERENCE FOR THE BIDDER

Name of Institution (Client)	
Contract/Tender Number	
Contract Description	
Name of Service Provider (Bidder)	
Value of project	
Commencement Date	
Contractual Completion Date	
Bidder's Completion Date	

1.1 Please score the performance of the above-mentioned company by marking the relevant box

Performance Rating			**Comments**
Work performed in compliance with contract terms.	Excellent	5	
	Good	4	
	Fair	3	
	Poor	2	

	Very Poor	1	
Financial Status of the bidder in relation to the work to be performed.	Excellent	5	
	Good	4	
	Fair	3	
	Poor	2	
	Very Poor	1	
Timelines of work are met.	Excellent	5	
	Good	4	
	Fair	3	
	Poor	2	
	Very Poor	1	
Customer services.	Excellent	5	
	Good	4	
	Fair	3	
	Poor	2	
	Very Poor	1	
Quality of Service.	Excellent	5	
	Good	4	
	Fair	3	
	Poor	2	
	Very Poor	1	
Communication and accessibility.	Excellent	5	
	Good	4	
	Fair	3	

	Poor	2	
	Very Poor	1	
Documentation records, receipts, invoices and computer-generated reports received in a timely manner and in compliance with contract specification	Excellent	5	
	Good	4	
	Fair	3	
	Poor	2	
	Very Poor	1	
Would you recommend using this service provider in future?	Yes	No	If no, provide reasons:

OVERALL PERFORMANCE

Excellent		Good		Fair		Poor		Very Poor	

Name of Authorized Person _____

Designation_____

Email Address_____ Contact number _____

Signature_____

Date_____

Official Stamp

2. REFERENCE FOR THE BIDDER

Name of Institution (Client)	
Contract/Tender Number	
Contract Description	
Name of Service Provider (Bidder)	
Value of project	
Commencement Date	
Contractual Completion Date	
Bidder's Completion Date	

1.1 Please score the performance of the above-mentioned company by marking the relevant box

Performance Rating			**Comments**
Work performed in compliance with contract terms.	Excellent	5	
	Good	4	
	Fair	3	
	Poor	2	
	Very Poor	1	
Financial Status of the bidder in relation to the work to be performed.	Excellent	5	
	Good	4	
	Fair	3	
	Poor	2	

	Very Poor	1	
Timelines of work are met.	Excellent	5	
	Good	4	
	Fair	3	
	Poor	2	
	Very Poor	1	
Customer services.	Excellent	5	
	Good	4	
	Fair	3	
	Poor	2	
	Very Poor	1	
Quality of Service.	Excellent	5	
	Good	4	
	Fair	3	
	Poor	2	
	Very Poor	1	
Communication and accessibility.	Excellent	5	
	Good	4	
	Fair	3	
	Poor	2	
	Very Poor	1	
Documentation records, receipts, invoices and computer-generated reports received in a timely manner and in compliance with contract specification	Excellent	5	
	Good	4	
	Fair	3	
	Poor	2	
	Very Poor	1	

Would you recommend using this service provider in future?	Yes	No	If no, provide reasons:

OVERALL PERFORMANCE

Excellent		Good		Fair		Poor		Very Poor	

Name of Authorized Person _____

Designation_____

Email Address_____ Contact number _____

Signature_____

Date_____

Official Stamp

TEAM CAPABILITY

NB: BIDDERS MUST SUBMIT CV's & COPIES OF QUALIFICATIONS/CERTIFICATION OF KEY PERSONNEL

This form should be completed for each key person listed in the table (v): **TEAM CAPABILITY**

Responsibility or role on the project (as tabled on **TEAM CAPABILITY**)	**Project Manager**
Name:	Date of birth:
Profession:	Nationality:
Qualifications:	
Professional membership:	
Name of employer (firm):	
Current position:	No of Years of exp:
Employment record: (List of chronological order starting with earliest work experience)	
Experience record pertinent to required service:	
Certification: I, the undersigned, certify that to the best of my knowledge and belief, this data correctly describes me, my qualifications and my experience and that I will be available to execute the work for which I have been nominated. _____ _____	

Attach additional pages if more space is required

Responsibility or role on the project (as tabled on **TEAM CAPABILITY**)	**Environmental Planner**
Name:	Date of birth:
Profession:	Nationality:
Qualifications:	
Professional membership:	
Name of employer (firm):	
Current position:	No of years of exp:
Employment record: (List of chronological order starting with earliest work experience)	
Experience records pertinent to required service:	
Certification: I, the undersigned, certify that to the best of my knowledge and belief, this data correctly describes my qualifications and my experience and that I will be available to execute the work for which I have been nominated. _____ (Signature of Person named in schedule) Date	

Attach additional pages if more space is required

Responsibility or role on the project (as tabled on **TEAM CAPABILITY**)	**Health & Safety Officer**
Name:	Date of birth:
Profession:	Nationality:
Qualifications:	
Professional membership:	
Name of employer (firm):	
Current position:	No of years of exp:
Employment record: (List of chronological order starting with earliest work experience)	
Experience record pertinent to required service:	
Certification: I, the undersigned, certify that to the best of my knowledge and belief, this data correctly describes me, my qualifications and my experience and that I will be available to execute the work for which I have been nominated. _____ _____ (Signature of Person named in schedule) Date	

Attach additional pages if more space is required

AUTHORITY TO SIGN BID DOCUMENTS

In the case of a bid being submitted on behalf of a company, close corporation or partnership, evidence must be submitted to ECPTA at the time of submission of the bid that the bid has been signed by persons properly authorized thereto by resolution of the directors or under the articles of the entity.

Please attach proof to the next page.

ATTACH RESOLUTION OF SIGNATORY

JOINT VENTURE DISCLOSURE FORM

GENERAL

i) All the information requested must be filled in the spaces provided. If additional space is required, additional sheets may be used and attached to the original documents.

ii) A copy of the joint venture agreement must be attached to this form, in order to demonstrate the Affirmable, Joint Venture Partner's share in the ownership, control, management responsibilities, risks and profits of the joint venture, the proposed joint venture agreement must include specific details relating to:

a) the contributions of capital and equipment
b) work items to be performed by the Affirmable Joint Venture Partner's own forces
c) work items to be performed under the supervision of the Affirmable Joint Venture Partner.

iii) Copies of all written agreements between partners concerning the contract must be attached to this form including those, which relate to ownership options and to restrictions/limits regarding ownership and control.

iv) ABE partners must complete ABE Declaration Affidavits.

v) The joint venture must be formalised. All pages of the joint venture agreement must be signed by all the parties concerned. A letter/ notice of intention to formalise a joint venture once the contract has been awarded will not be considered.

vi) should any of the above not be complied with, the joint venture will be deemed null and void and will be considered non-responsive.

1. JOINT VENTURE PARTICULARS

a) Name .....

b) Postal address.....

.....

.....

c) Physical address .....

.....

.....

d) Telephone .....

e) Fax .....

2. <u>IDENTITY OF EACH NON-AFFIRMABLE JOINT VENTURE PARTNER</u>

2.1(a) Name of Firm.....

Postal Address.....

Physical Address .....

Telephone.....

Fax .....

Contact person for matters pertaining to Joint Venture Participation Goal requirements:

.....

2.2(a) Name of Firm.....

Postal Address.....

Physical Address .....

Telephone.....

Fax .....

Contact person for matters pertaining to Joint Venture Participation Goal requirements:

.....

(Continue as required for further non-Affirmable Joint Venture Partners)

IDENTITY OF EACH AFFIRMABLE JOINT VENTURE PARTNER

3.1(a) Name of Firm.....

Postal Address.....

Physical Address .....

Telephone.....

Fax .....

Contact person for matters pertaining to Joint Venture Participation Goal requirements:

.....

3.2(a) Name of Firm.....

Postal Address.....

Physical Address .....

Telephone.....

Fax .....

Contact person for matters pertaining to Joint Venture Participation Goal requirements:

.....

3.3(a) Name of Firm.....

Postal Address.....

Physical Address .....

Telephone.....

Fax .....

Contact person for matters pertaining to Joint Venture Participation Goal requirements:

.....

1. BRIEF DESCRIPTION OF THE ROLES OF THE AFFIRMABLE JOINT VENTURE PARTNERS IN THE JOINT VENTURE

.....

.....

.....

5. OWNERSHIP OF THE JOINT VENTURE

a) Affirmable Joint Venture Partner ownership percentage(s) .....…%

b) Non-Affirmable Joint Venture Partner ownership percentage(s) .....%

c) Affirmable Joint Venture Partner percentages in respect of: *

(i) .....

Profit and loss sharing .....

(ii) .....

Initial capital contribution in Rands .....

.....

.....

(*Brief descriptions and further particulars should be provided to clarify percentages).

(iii) .....

Anticipated on-going capital contributions in Rands .....

.....

.....

(iv) Contributions of equipment (specify types, quality, and quantities of equipment) to be provided by each partner.

.....

.....

.....

5. RECENT CONTRACTS EXECUTED BY PARTNERS IN THEIR OWN RIGHT AS PRIME CONTRACTORS OR AS PARTNERS IN OTHER JOINT VENTURES

	NON-AFFIRMABLE JOINT VENTURE PARTNERS	PARTNER NAME
a)		
b)		
c)		
d)		
e)		

	AFFIRMABLE JOINT VENTURE PARTNERS	PARTNER NAME
a)		
b)		
c)		
d)		
e)		

7. CONTROL AND PARTICIPATION IN THE JOINT VENTURE

(Identify by name and firm those individuals who are, or will be, responsible for, and have authority to engage in the relevant management functions and policy and decision making, indicating any limitations in their authority e.g. co-signature requirements and Rand limits).

(a) Joint Venture cheque signing

.....

.....

.....

(b) Authority to enter into contracts on behalf of the Joint Venture

.....

.....

.....

(c) Signing, co-signing and/or collateralising of loans

.....

.....

.....

(d) Acquisition of lines of credit

.....

.....

.....

(e) Acquisition of performance bonds

.....

.....

.....

(f) Negotiating and signing labour agreements

.....

.....

.....

8. MANAGEMENT OF CONTRACT PERFORMANCE

(Fill in the name and firm of the responsible person).

(a) Supervision of field operations.....

(b) Major purchasing.....

(c) Estimating …….....

(d) Technical management .....

9. MANAGEMENT AND CONTROL OF JOINT VENTURE

(a) Identify the “managing partner”, if any,

.....

.....

.....

.....

(b) What authority does each partner have to commit or obligate the other to financial institutions, insurance companies, suppliers, subcontractors and/or other parties participating in the execution of the contemplated works?

.....

.....

.....

.....

(c) Describe the management structure for the Joint Venture's work under the contract

MANAGEMENT FUNCTION / DESIGNATION	NAME	PARTNER*

(Fill in "ex Affirmable Joint-Venture Partner" or "ex non-Affirmable Joint-Venture Partner".

10. PERSONNEL

(a) State the approximate number of operative personnel (by trade/function/discipline) needed to perform the Joint Venture work under the Contract.

TRADE/FUNCTION/ DISCIPLINE	NUMBER EX AFFIRMABLE JOINT VENTURE PARTNERS	NUMBER EX NON-AFFIRMABLE JOINT VENTURE PARTNERS

(Fill in “ex Affirmable Joint-Venture Partner” or “ex non-Affirmable Joint-Venture Partner”).

(b) Number of operative personnel to be employed on the Contract who are currently in the employ of partners.

(i) Number currently employed by Affirmable Joint Venture Partners

.....

(ii) Number currently employed by the Joint Venture

.....

(a) Number of operative personnel who are not currently in the employ of the respective partner and will be engaged on the project by the Joint Venture

.....

(d) Name of individual(s) who will be responsible for hiring Joint Venture employees

.....

.....

(e) Name of partner who will be responsible for the preparation of Joint Venture payrolls

.....

11. CONTROL AND STRUCTURE OF THE JOINT VENTURE

Briefly describe the manner in which the Joint Venture is structured and controlled.

The undersigned warrants that he/she is duly authorised to sign this Joint Venture Disclosure Form and affirms that the foregoing statements are true and correct and include all material information necessary to identify and explain the terms and operations of the Joint Venture and the intended participation of each partner in the undertaking.

The undersigned further covenants and agrees to provide the Employer with complete and accurate information regarding actual Joint Venture work and the payment therefore, and any proposed changes in any provisions of the Joint Venture agreement, and to permit the audit and examination of the books, records and files of the Joint Venture, or those of each partner relevant to the Joint Venture, by duly authorised representatives of the Employer.

Signature.....

Duly authorized to sign on behalf of.....

Name .....

Address.....

Telephone .....

Date .....

Signature.....

Duly authorized to sign on behalf of.....

Name .....

Address.....

Telephone .....

Date .....

Signature.....

Duly authorized to sign on behalf of.....

Name .....

Address.....

Telephone .....

Date .....

JOINT VENTURE AGREEMENT FORM

Bidders who tender as a Joint Venture must submit a Joint Venture Agreement here.

