



forestry, fisheries
& the environment

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

INVITATION TO BID

BID NUMBER: DFFE-RFP002 (23/24)

CALL FOR PROPOSAL (CFP) FOR INVITING PROPOSALS FROM INVESTORS WILLING TO FORM STRATEGIC PARTNERSHIP WITH COMMUNITIES IN MANAGING THE STATE FOREST PLANTATIONS IN EASTERN CAPE, KWAZULUNATAL, LIMPOPO AND MPUMALANGA AND NORTH-WEST PROVINCES FOR A PERIOD OF THIRTYFIVE (35) YEARS WITH THE OPTION TO RENEW AT THE END OF THE TERM TO SEVENTY (70) YEARS

Contact persons:

Name : SCM Practitioners
Office Telephone No. : 012 399 9892
E-Mail : Tenders@dfre.gov.za

NATIONAL TREASURY CENTRAL SUPPLIER DATABASE (CSD) REGISTRATION INFORMATION

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

There will be two non-compulsory briefing and the details are as follows:

First briefing session

Date: 14 November 2023 AND
Time: 10:00 -11:00 am
Venue: [Click here to join the meeting](#)

Second briefing session

Date: 05 December 2023
Time: 10:00- 11:00 am
Venue: [Click here to join the meeting](#)

CLOSING DATE OF THE BID: 13 DECEMBER 2023 AT 11H00 AM

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	DFFE-RFP002 (23/24)	CLOSING DATE:	13 DECEMBER 2023	CLOSING TIME:	11:00 AM
DESCRIPTION	CALL FOR PROPOSAL (CFP) FOR INVITING PROPOSALS FROM INVESTORS WILLING TO FORM STRATEGIC PARTNERSHIP WITH COMMUNITIES IN MANAGING THE STATE FOREST PLANTATIONS IN EASTERN CAPE, KWAZULU-NATAL, LIMPOPO AND MPUMALANGA AND NORTH-WEST PROVINCES FOR A PERIOD OF THIRTY-FIVE (35) YEARS WITH THE OPTION TO RENEW AT THE END OF THE TERM TO SEVENTY (70) YEARS.				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
Department of Forestry, Fisheries and the Environment					
473 Steve Biko Road; Cnr Soutpansberg and Steve Biko Road, Arcadia Pretoria /Tshwane					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Enquiries:Tenders@dffe.gov.za		CONTACT PERSON	SCM Practitioners	
TELEPHONE NUMBER			TELEPHONE NUMBER	012 399 9892	
FACSIMILE NUMBER	N/A		FACSIMILE NUMBER		
E-MAIL ADDRESS	Tenders@dffe.gov.za		E-MAIL ADDRESS	Tenders@dffe.gov.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No	
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]	
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE A BRANCH IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (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 IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER:

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

DATE:

PRICING SCHEDULE – FIRM PRICES (PURCHASES)

NOTE: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED

IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT

Name of bidder.....	Bid number: DFFE-RFP002 (23/24)
Closing Time 11:00	Closing date: 13 DECEMBER 2023

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

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY ** (ALL APPLICABLE TAXES INCLUDED)
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CALL FOR PROPOSAL (CFP) FOR INVITING PROPOSALS FROM INVESTORS WILLING TO FORM STRATEGIC PARTNERSHIP WITH COMMUNITIES IN MANAGING THE STATE FOREST PLANTATIONS IN EASTERN CAPE, KWAZULU-NATAL, LIMPOPO AND MPUMALANGA AND NORTH-WEST PROVINCES FOR A PERIOD OF THIRTY-FIVE (35) YEARS WITH THE OPTION TO RENEW AT THE END OF THE TERM TO SEVENTY (70) YEARS

-
- Required by:
 - At:
 - Brand and model:
 - Country of origin:
 - Does the offer comply with the specification(s)? *YES/NO
 - If not to specification, indicate deviation(s)
 - Period required for delivery:
*Delivery: Firm/not firm
 - Delivery basis:

Note: All delivery costs must be included in the bid price, for delivery at the prescribed destination.

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

*Delete if not applicable

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

Full Name	Identity Number	Name of State institution

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

- 2.2.1 If so, furnish particulars:

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

-

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

YES/NO

- 2.3.1 If so, furnish particulars:

.....

3 DECLARATION

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

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

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

SBD4

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

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

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

.....

Signature

.....

Date

.....

Position

.....

Name of bidder

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

This preference form must form part of all tenders invited. It contains general information and serves as a claim form for preference points for specific goals.

NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to invitations to tender:

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included).
- The applicable preference point system for this tender is the 80/20 preference point system.

1.2 Points for this tender shall be awarded for:

- (a) Price; and
- (b) Specific Goals.

1.3 **To be completed by the organ of state:**

The total points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	100

1.4 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

1.5 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations,

competitive tendering process or any other method envisaged in legislation;

- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

$$Ps = 80 \left(1 - \frac{Pt - Pmin}{Pmin} \right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of **Regulation 4(2)** of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

- (a) any other invitation for tender, that is 80/20 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system, then the organ of state must indicate the points allocated for specific goals for 80/20 preference point system.

Table 1: Specific goals for the tender and points claimed are indicated per the table below.

Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)

The specific goals allocated points in terms of this tender	A: Number of points allocated (80/20 system) (To be completed by the organ of state)	B: Number of points claimed (80/20 system) (To be completed by the tenderer) B=A(20)
more than 50% (fifty percent) ownership by Black people	20	
more than 50% (fifty percent) ownership by Women	20	
more than 50% (fifty percent) ownership by people with disabilities	20	
NB: POINTS CLAIMED BY SUPPLIER MUST BE THE SAME AS POINTS IN A FOR SPECIFIC GOALS		

DECLARATION WITH REGARD TO COMPANY/FIRM

4.2. Name of company/firm.....

4.3. Company registration number:

4.4. TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One-person business/sole propriety
- ☐ Close corporation
- ☐ Public Company
- ☐ Personal Liability Company
- ☐ (Pty) Limited
- ☐ Non-Profit Company
- ☐ State Owned Company

[TICK APPLICABLE BOX]

4.5. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution, if deemed necessary.

..... SIGNATURE(S) OF TENDERER(S)	
SURNAME AND NAME:
DATE:
ADDRESS:



**forestry, fisheries
& the environment**

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

THE DEPARTMENT OF FORESTRY, FISHERIES AND THE ENVIRONMENT (DFFE) AS AN ORGAN OF THE STATE SUBSCRIBES TO AND PROPAGATES THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 (ACT NO. 5 OF 2000) AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022.

CALL FOR PROPOSALS (CFP)

FOR INVITING PROPOSALS FROM INVESTORS WILLING TO FORM STRATEGIC PARTNERSHIP WITH COMMUNITIES IN MANAGING THE STATE FOREST PLANTATIONS IN EASTERN CAPE, KWAZULU-NATAL, LIMPOPO AND MPUMALANGA AND NORTH-WEST PROVINCES FOR A PERIOD OF THIRTY-FIVE (35) YEARS WITH THE OPTION TO RENEW AT THE END OF THE TERM TO SEVENTY (70) YEARS.

DISCLAIMER

This document is provided solely for the purpose set out in this Call for Proposal (CFP) and is not intended to form any part or basis of any investment decision by the prospective investors. The recipient should not consider the document as an investment recommendation by the Department or any of its advisers.

Each person to whom this document (and other later documents) is made available must make his/her independent assessment of the project after conducting such investigation and taking such professional advice as he/she deems necessary. Neither the receipt of this document or any related document by any person, nor any information contained in the documents or distributed with them or previously or subsequently communicated to any prospective investor or its advisers, is to be taken as constituting the giving of investment advice by the Department or its advisers.

Whilst reasonable care has been taken in preparing this Call for Proposal and other documents, they do not purport to be comprehensive or true and correct. Neither the Department nor any of its advisers accept any liability or responsibility for the adequacy, accuracy, or completeness of any of the information or opinions stated in any document.

They acquaint themselves with this Call for Proposal and take note that no representation or warranty, express or implied, is or will be given by the Department, or any of its officers, employees, servants, agents, or advisers concerning the information or opinions contained in any document or on which any document is based. Any liability in respect of such representations or warranties, howsoever arising is hereby expressly disclaimed.

If any recipient, or its employees, advisers or agents make or offer to make any gift to any of the employees of the Department or consultant on the CFP either directly or through an intermediary then such recipient, the prospective investor will be disqualified forthwith from participating in the CFP.

Each recipient of this CFP agrees to keep confidential any information of a confidential nature that may be contained in the information provided (the "Confidential Information Provided"). The confidential information provided may be made available to the prospective investor's subcontractors, partners, employees, and professional advisers who are directly involved in the appraisal of such information (who must be made aware of the obligation of confidentiality) but shall not, either in whole or in part, be copied, reproduced, distributed or otherwise made available to any other party in any circumstances without the prior written consent of the Department, nor may it be used for any other purpose than that for which it is intended.

These requirements do not apply to any information, which is or becomes publicly available or is shown to have been made available (otherwise than through a breach of a confidentiality obligation). Prospective investors, and their constituent members, agents, and advisers, may be required to sign confidentiality contracts/ undertakings (in such form as the Department may require from time to time).

All Confidential Information Provided (including all copies thereof) remains the property of the Department and must be delivered to the Department on demand. Further, by receiving this CFP each prospective investor and each of its members agrees to maintain its submission to this CFP confidential from third parties other than the Department and its officials, officers, and advisers who are required to review the same for procurement of the CFP.

Any recipient residing outside the Republic of South Africa is urged to familiarise themselves with and observe any regulatory requirements relevant to the proposed transaction (whether these derive from a regulatory authority within or outside the Republic of South Africa).

Any requirement set out in this CFP regarding the content of a response to the CFP is stipulated for the sole benefit of the Department, and serves as expressly stated to the contrary, may be waived at its discretion at any stage in the procurement process. The Department is not committed to any course of action as a result of its issuance of this CFP and/or its receipt of a proposal in response to it.

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1. PURPOSE

- 1.1 The purpose of this Call for Proposals is to invite investors to submit investment proposals to enter into strategic partnerships with communities for the management of ±64000 ha DFFE (cat B & C) plantations in Eastern Cape, KwaZulu-Natal, Limpopo, Mpumalanga, and North West provinces. Proposals will form the basis of negotiation and agreement between DFFE, communities, and successful investors.
- 1.2 To share the information that should guide the qualified investors to develop a comprehensive proposal for partnering with communities.

2. INTRODUCTION AND BACKGROUND

- 2.1 The DFFE is responsible for the management of about 110 745.28 ha of which 64 445.12 is effective areas and 46 289.16 is non-effective areas. These areas are scattered in the Eastern Cape, KwaZulu Natal, Limpopo, Mpumalanga, and North West provinces.
- 2.2 The DFFE regards the transfer of category B and C plantations as a strategy to improve management, competitiveness, productivity, and inclusivity in the sector. In addition, the transfer will achieve the Departmental objective of sustainable forest management, and transformation and fulfill its role of leading the forest sector.
- 2.3 **The Category C plantations** comprise woodlots that were established in the former homelands, primarily to supply rural communities with a local source of fuel wood, and building materials.
- 2.4 **The Category B plantations** - these are smaller, commercially viable state forests that have been targeted for commercial exploitation by small-scale entrepreneurs.
- 2.5 The DFFE has recently developed the Forest Sector Masterplan in partnership with the private sector and labour (Approved in November 2020). **Annexure C - Forestry Masterplan doc.** The plan seeks to achieve increased investment, job creation, competitiveness, and greater inclusivity in the forestry sector within the period of five years.
- 2.6 The Forest Sector Masterplan has identified six focus areas which are:
 - 2.6.1. Expansion of forestry resources
 - 2.6.2. Maintenance and protection
 - 2.6.3. Transformation and labour issues
 - 2.6.4. Processing, illegal timber, and crime-related activities.
 - 2.6.5. Research development and innovation
 - 2.6.6. Key inhibitors.

- 2.7** Of the six focus areas, the Expansion of forestry resources, maintenance, and protection is regarded as a cornerstone for achieving the Masterplan objectives. Therefore, to achieve the above focus area, DFFE needs to facilitate the restructuring of state plantations through a Community Forestry Agreement (CFA), lease, and strategic partner model in line with the Masterplan timelines. **Annexure B - List of plantations**
- 2.8** Thus, DFFE intends to appoint qualified and experienced investors who will partner with communities for the sustainable management of state plantations.

3. OBJECTIVES OF THE PROPOSAL

- 3.1** To accelerate the restructuring of DFFE category B and C plantations through CFA, lease, and strategic partnership models.
- 3.2** To promote sustainable management of plantations, improve productivity, increase forestry resource base, and reduce Temporary Unplanted Areas.
- 3.3** To promote the transformation of the sector as outlined in the Forestry Sector Code and Forestry Sector Masterplan.

3.4 Principles guiding restructuring of assets through the CFA and Strategic Partner Model

- 3.4.1** Enhance transformation in the industry.
- 3.4.2** Benefit local communities (local communities benefiting from transaction e.g., equity, CSI).
- 3.4.3** Accommodate underlying land rights.
- 3.4.4** Enhance South Africa's competitiveness.
- 3.4.5** Support the local timber processing sector.

3.5 The guiding principle in designing proposals for the leasing of DFFE plantations

- 3.5.1** The investor should demonstrate in their proposal how the principles mentioned above would be realised through strategic partnership, lease, and/or CFA.

- 3.6 The description of properties** - DFFE forestry areas consist of both biological and physical assets as outlined below:

3.6.1 Biological Assets

The DFFE category B and C plantation covers 110 745.28 ha of which 64 445.12 is effective areas and 46 289.16 is non-effective areas. These areas are scattered in Eastern Cape, KwaZulu-Natal, Limpopo, Mpumalanga, and North-West provinces.

- A list of plantations with ha is attached as Annexure B.
- The investors are advised to visit the plantations and conduct their investigation/ verification regarding the above information.

3.6.2 Physical Assets

- Most DFFE areas have offices and workers' accommodations. For more information, investors are encouraged to visit the plantations and confirm available assets.

3.7 **The component of the proposals (information required)** - Investors should amongst others ensure that the following components are covered in their proposal document.

3.7.1 Introduction

- Executive Summary
- Introduction
- Background
- Companies' vision, mission, and strategic objectives

3.7.2 Financial Information

- Demonstrate affordability.
- Risk assumption
- Funding Commitment
- Marketing strategy /available market
- Value for money assessment
- Cost and assumptions made on the cost estimate
- Revenue and assumptions made on plantation areas listed in Annexure A and Annexure B

3.7.3 Technical Information

- Approach and methodology to recapitalise DFFE plantations
- Sustainable forest management
- Silvicultural practices
- Temporary unplanted area
- Integrated Fire Management
- Services to end users
- Access roads
- Site assessment analysis

3.7.4 Legal Information

- Compliant with Forestry /Environmental legislation
- Compliant with labour legislation
- Compliant with BBBEE/ Forestry Sector code
- Shareholding agreements
- SPV Structures & Equity

3.7.5 Cooperate Social Investment

- Existing project
- Future project
- Small business support
- Training and skills support
- Community beneficiation model
- Transformation of the sector through the capacity building programs

3.7.6 Human Capital Management

- Strategy for employment of youth and communities around plantations
- Management structure/ staff compliment
- Black representation in management structure

3.7.7 Biological assets

- Costing
- Model for improvement

3.7.8 Physical Assets

- Costing
- Model for improvement

3.7.9 General Information/ Other

- Skills and experience of organisation and subcontractors in projects of similar nature
- Financial and market standing
- Equity, ownership, and directorship
- Ability to fulfill the project B-BBEE and socio-economic objectives
- The historical and current approach to social responsibility
- Commitment and Capacity to deliver
- Risk management capability

3.8 A Draft Strategic Partnership Agreement

3.8.1 The successful investor with the communities, DFFE management, and legal services will develop a strategic partnership agreement.

4. DURATION OF THE PROJECT

4.1 The successful investor will be required to enter into a Service Level Agreement (SLA) to lease and or partner with communities in managing the DFFE plantations for the period of thirty-five (35) years with the option to renew at the end of the term to seventy (70) years.

5. COSTING /COMPREHENSIVE BUDGET

- 5.1 In terms of PFMA section 76(1)k and Treasury Regulations, the letting of immovable state property must be at the market-related rates except when the public interest or the plight of the poor demands otherwise. This CFP will thus be evaluated and awarded based on functionality and the highest rental offer received.
- 5.2 Escalation at 6% per annum from year 2 to year 35 to be incorporated in the proposed fee for a thirty- five (35) year lease period. The escalation in the rental will be reviewed and adjusted every five (05) years over the lease/contract period in line with the Treasury Regulations and Prescripts and Consumer Price Index (CPI) at the Department's discretion.
- 5.3 The offer will be awarded per package to the investor who scores the highest PPPFA points. However, should an offer not be market-related, the Department reserves the right to negotiate with the investors.
- 5.4 In addition to the above amount, the prospective investor will be required to pay all municipal charges including rates and taxes levied on the property.
- 5.5 The prospective investor must also submit detailed information in line with the financial offer.
- 5.6 The prospective investor must submit a working spreadsheet indicating the initial rental (first year's monthly rental up to the entire thirty-five (35) year period).
- 5.7 The Department reserves the right to negotiate the best and final offer with the selected prospective investor(s) where the proposal offered demonstrates value for money without offering the same opportunity to any other prospective investor(s) who has not been recommended.

6. INFORMATION SESSION

6.1 Is the Briefing Session Applicable?

YES

6.2 Is it a compulsory Briefing session?

NO

6.3 There will be two briefing sessions which will be held as follows:

6.4 Date: 14 November 2023

Date: 05 December 2023

Time: 10:00 – 11:00am AND

Time: 10:00 – 11:00am

Venue: [Click here to join the meeting](#)

Venue : [Click here to join the meeting](#)

6.5 Request for clarification of the tender document, questions, or queries, if necessary, must be submitted to the DFFE representative as listed under technical enquiries at least seven (07) calendar days before the stipulated closing date and time of the tender in writing. However, DFFE shall not be liable nor assume liability for failure to respond to any questions and/or queries raised by the investor.

7. EVALUATION METHOD

7.1 The evaluation for this bid proposal will be carried out in the following phases:

- a) Phase 1: Pre-Compliance Requirements
- b) Phase 2: Functional Evaluation Criteria
- c) Phase 3: Price and Investment amount and specific goals

7.2 PHASE 1: PRE-COMPLIANCE

7.2.1 During this phase, the documents will be reviewed to determine the compliance with Supply Chain Management (SCM) returnable, tax matters, and whether the Central Data Base (CSD) report has been submitted with the proposal at the closing date and time. The proposals which do not satisfy the compliance criteria shall be disqualified.

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

ITEM NO.	ADMINISTRATIVE REQUIREMENTS	CHECK/ COMPLIANCE
1	Application accompanied by business proposal per package	Provided and bound
2	Electronic Copy (USB)	Same as the master bid proposal document
3	SCM - SBD 1 - Invitation to Bid proposal	Completed and signed
4	Tax Compliance and CSD Registration	Attached CSD registration number/ Proof of CSD registration and/or SARS Tax Pin
5	SBD 3.1 and Price Breakdown	Completed and submitted
6	SBD 4 – Disclosure	Completed and signed
7	SCM - SBD 6.1 - Preference Points Claim Form in terms of the Preferential Procurement Regulations 2022	Completed and signed
8	Original or certified B-BBEE certificate (certificates issued by SANAS approved agencies or Valid Sworn Affidavits)	Submitted
9	Company registration documents and/or founding documents	Submitted

ITEM NO.	ADMINISTRATIVE REQUIREMENTS	CHECK/ COMPLIANCE
10	Latest Audited Financial statements for the past three years and/or management accounts	Submitted
11	Copies of Directors' or Members' or Trustees ID documents	Submitted
12	Consent and Indemnity Form	Submitted
13	Company Profile	Submitted
14	In case of bid proposals where Consortia/ Joint Ventures, Consortia/ Joint Venture agreement signed by both parties must be submitted with bid proposal	JV agreement completed and signed, if applicable

7.3 PHASE 2: FUNCTIONALITY AND TECHNICAL CRITERIA

7.3.1 The following functionality criteria will be applicable when evaluating this CFP. A minimum threshold of **70%** must be attained. that fail to score this minimum threshold will be disqualified and not be evaluated further.

GUIDELINES FOR CATEGORY CRITERIA	FUNCTIONALITY: (GUIDELINES FOR CRITERIA APPLICATION)		WEIGHT
A proposed business case or business plan, methodology, and management strategies for improving production and sustainability in DFFE plantations.	Investors are required to provide a business case or business plan for improving production with intermediate and final outputs and identified timeframes/ milestones, and methodology in the management of commercial forestry plantations.		
	Business case or business plan that will indicate capacity and plans on leasing or partnering with the community.	Indicator	25
	Business case/plan well broken down; with detailed objectives and milestones in line with Section 3 (objectives of the proposal)	5	
	Business case/plan action identification basic; clear objectives and clear milestones in line with Section 3 (objectives of the proposal)	4	

GUIDELINES FOR CATEGORY CRITERIA	FUNCTIONALITY: (GUIDELINES FOR CRITERIA APPLICATION)		WEIGHT
	Action plan provided with no deliverables and timeframes in line with Section 3 (objectives of the proposal)	3	
	Limited information provided on the action plan in line with Section 3 (objectives of the proposal)	2	
	Task not well understood in line with Section 3 (objectives of the proposal)	1	
	No information provided in line with Section 3 (objectives of the proposal)	0	
Company’s experience and track record in forestry value chain	Investor(s) are required to demonstrate relevant experience and competency in the forestry value chain (Primary sector, Pulp and paper , Sawn timber, Board products, Utility poles and treated products). (companies to provide positive reference letters as proof of years’ experience). The investors should submit full details of signed positive reference letters clearly indicating the start and end date/current.		
	Company experience in forestry value chain	Indicator	10
	15 years and above/ ‘or more experience	5	
	10 years and less than 15 years’ experience	4	
	5 years and less than 10 years’ experience	3	
	3 years and less than 5 years’ experience	2	
	2 years and less than 3 year experience	1	
	Less than 2 years’ experience and/or No experience	0	
Financial Capability of the Prospective Investor	Evidence of investor overall financial capacity to the required working capital or including ability to raise/access adequate funding		
	Investors will be required to submit evidence (signed institution’s letter head) of a Bank or Financial Institutions Credit Rating, working capital or access to debt	Indicator	10
	Working capital or access to debt of at least R30m (as an individual company or combined as a Joint	5	

GUIDELINES FOR CATEGORY CRITERIA	FUNCTIONALITY: (GUIDELINES FOR CRITERIA APPLICATION)		WEIGHT
	Venture) and a Bank Credit Rating by a South African based financial services group.		
	Working capital or access to debt of at least R20m (as an individual company or combined as a Joint Venture) and a Bank Credit Rating by a South African based financial services group.	4	
	Working capital or access to debt of at least R10m (as an individual company or combined as a Joint Venture) and a Bank Credit Rating by a South African based financial services group	3	
	Working capital or access to debt of at least R5m (as an individual company or combined as a Joint Venture) and a Bank Credit Rating by a South African based financial services group.	2	
	Working capital or access to debt of at least R3m (as an individual company or combined as a Joint Venture) and a Bank Credit Rating by a South African based financial services group.	1	
	Non-compliant or No evidence provided	0	
Experience of the company in stakeholder engagement, community dynamics and land claims matters	Prospective Investors are required to demonstrate relevant experience and competency of the company in successfully dealing with stakeholder engagement, community dynamics and land claims matters. The investors should submit full details of signed positive reference letters (from community structures, Communal Property Associations, Community Trusts, Traditional Councils and Commission on Restitution of Land Rights) clearly indicating the start and end date/current.		
	Experience of the company engagement in stakeholder should clearly indicate name of site, length of service, name of client and nature of service	Indicator	15
	10 years and above	5	

GUIDELINES FOR CATEGORY CRITERIA	FUNCTIONALITY: (GUIDELINES FOR CRITERIA APPLICATION)		WEIGHT
	5 and less than 10 years	4	
	2 years and less than 5 years	3	
	1 year and less than 2 years	2	
	Less than 1 year	1	
	No experience	0	
Shareholding / Equity	Investors should demonstrate a credible plan for structuring equity/ shareholding for the strategic partnership. Investors should make commitment that they will deliver on shareholding. The investor must submit a letter of commitment confirming the shareholding structure on the business letterhead and duly signed by authorised representative		
	Shareholding/ Equity	Indicator	30
	>50% Shareholding by community structure located within the plantation(s) or site(s)	5	
	50 % Shareholding by community structure located within the plantation(s) or site(s)	4	
	40% shareholding by community structure located within the plantation(s) or site(s)	3	
	30% shareholding by community structure located within the plantation(s) or site(s)	2	
	20% shareholding by community structure located within the plantation(s) or site(s)	1	
	10% shareholding by community structure located within the plantation(s) or site(s)	0	
	Prospective Investors to demonstrate and commit that beneficiation will be at every node until the product leaves the company	Investors should demonstrate their capacity or involvement in beneficiation projects to local communities including but not limited to funding, training, and employment opportunities. The communities should benefit at every value node (plantation operations, processing and logistics) until the product leaves the company.	
Development of local communities		Indicator	10
A well-designed plan clearly indicates the type and number of projects to be developed for communities		5	

GUIDELINES FOR CATEGORY CRITERIA	FUNCTIONALITY: (GUIDELINES FOR CRITERIA APPLICATION)		WEIGHT
	and funding commitment in line with Section 3.7.9 on General/Other Information		
	Clear plan indicating the type and number of projects to be developed for the communities with no clearly defined funding commitment in line with Section 3.7.9 on General/Other Information	4	
	Basic plan indicating budget, type of project to be developed without commitment to the number of project and budget per annum in line with Section 3.7.9 on General/Other Information	3	
	Poor plan in line with Section 3.7.9 on General/Other Information	2	
	Incomplete plan in line with Section 3.7.9 on General/Other Information	1	
	No plan provided in line with Section 3.7.9 on General/Other Information	0	
TOTAL POINTS ON FUNCTIONALITY			100

7.4 PHASE 3: PRICE AND SPECIFIC GOALS

- 7.4.1 The following preference point system will be followed to advance the categories of persons:
- a) For contracts with a Rand value **below R50 000 000**, a total of **20 points** may be allocated for specific goals as contemplated above, provided that the lowest acceptable tender scores **80 points** for price.
 - i. The applicable formula to be used is $Ps=80[1-(Pt-Pmax)/Pmax]$. Provided:
Ps = Points scored for the price of the tender under consideration.
Pt = Price of tender under consideration; and
Pmax = Price of the highest applicable tender.
 - ii. A total of 20 points may be awarded to a tenderer as follows:
 - 20 points: if the Investor has more than 50% (fifty percent) Black people, Women, or people with disabilities
 - 0 Points: for 50% and below ownership by stipulated categories of persons
 - b) For contracts with a Rand value **above R50 000 000**, a maximum of **10 points** may be allocated for specific goals as contemplated above, provided that the lowest acceptable tender scores **90 points** for price.
 - i) The applicable formula to be used is $Ps=90[1-(Pt-Pmax)/Pmax]$. Provided: Ps = Points scored for the price of the tender under consideration.
Pt = Price of tender under consideration; and
Pmax = Price of the highest applicable tender.
 - iii. A total of 10 points may be awarded to a tenderer as follows:
 - 10 points: if the Investor has more than 50% (fifty percent) Black people, Women, or people with disabilities
 - 0 Points: for 50% and below ownership by stipulated categories of persons
- 7.4.2 The bid proposal will be awarded to an investor with the highest points on price/rates and Preference Points on condition that they have met all phases of the evaluation criteria and complied with the tender requirements set out in the tender document. However, a contract may be awarded to a tenderer that did not score the highest points only under section 2(1)(f) of the PPPFA.
- 7.4.3 The DFFE reserves the right to negotiate prices/rates that are not deemed market-related and not to award the tender to the investor with the lowest price.
- 7.4.4 The preference point system applicable for this bid proposal is **90/10 or 80/20**.

7.4.5 A maximum of 10 or 20 points will be allocated for either of the specific goals.

SPECIFIC GOALS	90:10	80:20
Black	10	20
Women	10	20
Disability	10	20

7.4.6 For investors to claim preference points, the following must be adhered to:

- a) Submit a complete and signed SBD 6.1,
- b) Investors are requested to submit a valid B-BBEE Status Level Verification Certificate issued by SANAS, or Accredited Verification Agency, or B-BBEE Certificate issued by CIPC, or a Sworn Affidavit commissioned by the Commissioner of Oaths together with their bid proposals. The sworn affidavit must be signed by the deponent (Bidder), in the presence of a Commissioner of Oaths where the Commissioner of Oaths must affix his/her signature, together with the stamp of the office, and affix a date on which the signature was affixed. Furthermore, the dates of the deponent and the CoO must correspond.
- c) If the application is made by a Joint Venture or Partnership, the accreditation credentials in the name of joined entities should be submitted. Members of the joint venture must meet the requirements of the proposal.
- d) Submit a CSD report.

NB: Failure on the part of a tenderer to submit proof or documentation stated above in terms of this tender to claim preference points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

8. SUBMISSION REQUIREMENTS FOR THE CALL FOR PROPOSAL

- 8.1 Investors should ensure that the following submission requirements, which will be needed for evaluation purposes, are included in their bid proposal, and are as follows:
- 8.1.1 The prospective investor is expected to submit the proposal for each package they intend to apply for, which must be backed up by the financial viability report per plantation.
 - 8.1.2 A copy of the Central Supplier Database report if available at the time of submission. The prospective investor must be registered on the Central Supplier Database (CSD) before the award of the lease agreement.
 - 8.1.3 The SARS Tax Pin Certificate at the time of submission. All tax matters must be in order before the signing of the lease agreement.
 - 8.1.4 In the case of a proposal being submitted on behalf of a company, close corporation, or partnership, the evidence must be submitted to the Department at the time of submission of the proposal that the document has been signed by persons properly authorised thereto by resolution of the directors or under the articles of the entity. Furthermore, in the case of a joint venture or consortium, at least one director/member of each party to the joint venture or consortium must give consent to give authorisation for the signatory to this submission.
 - 8.1.5 If a resolution to sign is not completed by all directors/ members of the enterprise, the signature of any one of the directors or members to this bid proposal will bind all the directors/ members of the enterprise and will therefore render the bid proposal valid.
 - 8.1.6 No authority to sign is required from a company or close corporation or partnership that has only one director or member.
 - 8.1.7 Standard bidding documents (SBD1, 4, 6,1, and SBD 3.1 with Annexure A – Price Breakdown for a period of thirty-five (35) years.
 - 8.1.8 A detailed Empowerment Management Plan with clear targets and indications of who will be responsible for the management of the assignment as well as its execution.
 - 8.1.9 Any proposed improvement during the term of the lease.
 - 8.1.10 The declaration that the insurance will be obtained during the lease agreement.
 - 8.1.11 Respondents are required to demonstrate that they have the necessary resources and technical expertise to undertake and complete the project: Technical capability/ expertise and track record of the proposed team to be assigned to the project.
 - 8.1.12 Respondents will be required to submit a completed and signed consent and indemnity form.

9. LEGISLATIVE FRAMEWORK OF THE BID PROPOSAL

9.1 Tax Legislation

- 9.1.1 Respondents must at all times attempt to be compliant when submitting proposals to DFFE and remain compliant for the entire contract term with all applicable tax legislation, including but not limited to the Income Tax Act, 1962 (Act No. 58 of 1962) and Value Added Tax Act, 1991 (Act No. 89 of 1991).
- 9.1.2 Respondents who make taxable supplies more than R1 million in any 12-month conservative period are liable for compulsory VAT registration, but a person may also choose to register voluntarily provided that the minimum threshold of R500 000 has been exceeded in the past 12-month period.
- 9.1.3 Respondents who meet the above requirement must register as VAT vendors, if successful, within one month of the award of the bid proposal.
- 9.1.4 SARS Tax Status Pin requirements / or Central Supplier Database (CSD) number or report must be provided.

9.2 Procurement Legislation

- 9.2.1 Investors should be cognisant of the legislation and/or standards specifically applicable to the services.
- 9.2.2 Bidders are requested to submit a valid B-BBEE Status Level Verification Certificate issued by SANAS Accredited Verification Agency, or B-BBEE Certificate issued by CIPC, or a Sworn Affidavit commissioned by Commissioner of Oaths together with their bids. The sworn affidavit must be signed by the deponent (Bidder), in the presence of a Commissioner of Oaths where the Commissioner of Oaths must affix his/her signature, together with the stamp of the office, and affix a date on which the signature was affixed. Furthermore, the dates of the deponent and the CoO must correspond.
- 9.2.3 If the application is made by a joint Venture or Partnership, the accreditation credentials in the name of the joined entities should be submitted. Members of the joint venture must meet the requirements of the proposal.

9.3 Privacy and Protection of Personal Information Act 4 of 2013

- 9.3.1 Protecting personal information is important to the Department of Forestry, Fisheries, and the Environment. To do so, DFFE follows general principles under applicable privacy laws and the Protection of Personal Information Act 4 of 2013 (POPIA).
- 9.3.2 DFFE's role as the responsible party is amongst others to process personal information for the intended purpose for which it was obtained and in line with legal agreements with its respective/ prospective service providers and third parties.
- 9.3.3 DFFE will process personal information only with the knowledge and authorisation of the investor/ respondent and will treat the personal information which comes to its knowledge as

confidential and will not disclose it unless so required by law or subject to the exception contained in the POPIA.

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

9.3.5 In responding to this bid proposal, DFFE acknowledges that it will obtain and have access to the personal information of the investor/ respondent. DFFE agrees that it shall only process the information disclosed by the investor/ respondent in their response to this bid proposal for evaluation and subsequent award of the tender and by any applicable law.

10. SPECIAL CONDITIONS OF THE CONTRACT

10.1 The prospective investor will be responsible for and shall bear all costs related to the development of the property including bulk services, and any other obligations as may be required by local authorities.

10.2 The prospective investor will be responsible for the protection or relocation or removal or obtaining all statutory approvals that may be required during the lease period and such must be approved by the Project Manager representing the Department.

10.3 The Department reserves the right to make a capital contribution to the structure development as part of the investment framework.

10.4 Delivery periods, where indicated must be adhered to. Notwithstanding the termination date of the lease agreement, the prospective investor will be required to submit progress reports to the Department representative, the form, and the frequency and dates thereof to be stipulated and agreed upon by parties at the signing of the lease agreement.

10.5 The Department reserves the right to conduct supplier due diligence before the final award of the lease agreement or at any time during the lease agreement period and this may include site visits to monitor the partnership agreement with tenure beneficiaries therefore necessary to complete and sign the **consent and indemnity form on Annexure D.**

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

10.7 All the conditions specified in the **General Conditions of Contract (GCC)** will apply and where the conditions in the special conditions of contract contradict the conditions in the general conditions of contract the special conditions of contract will prevail.

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

10.9 The prospective investors and/or partners are requested to submit any of the following documents as proof of B-BBEE status level contributor:

- a. B-BBEE status level certificate issued by a Verification Agency accredited by SANAS.
 - b. A Sworn Affidavit as prescribed by the B-BBEE Codes of Good Practice.
 - c. B-BBEE certificate issued by the Companies and Intellectual Property Commission.
 - d. SBD 6.1 must also be duly completed, signed, and submitted alongside the bid proposal to claim preference points. Failure to do so will result in B-BBEE preference points being forfeited.
 - e. A trust, consortium, or joint venture will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits its B-BBEE status level certificate.
 - f. The sworn affidavit must be signed by the deponent (Bidder), in the presence of a Commissioner of Oaths where the Commissioner of Oaths must affix his/her signature, together with the stamp of the office, and affix a date on which the signature was affixed. Furthermore, the dates of the deponent and the CoO must correspond.
 - g. A trust, consortium, or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits its consolidated B-BBEE scorecard as if it were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate proposal.
 - h. If the application is made by a Joint Venture or Partnership, the accreditation credentials in the name of joined entities should be submitted. Members of the joint venture must meet the requirements of the proposal.
- 10.10 Poor or non-performance by the investor will result in the cancellation of work orders.
- 10.11 The Department intends to award the highest rental income per item unless circumstances justify otherwise. The Department reserves the right to award to one investor more than one package and/or to more than one investor.
- 10.12 The call for proposals will be awarded per package.
- 10.13 If the prospective investor intends to bid a proposal for more than one package, more than one proposal plan for each package must be submitted within the same document.
- 10.14 The proposal will be valid until awarded.
- 10.15 The preferred investor will have to undertake the plantation and any other related development in no longer than ten (10) years unless determined otherwise by the Department.
- 10.16 Due to the nature and extent of the development of vacant land which normally leads to escalation, the responsibility rests with the prospective investor to pay for property rates and taxes as well as all municipal services over the lease period.
- 10.17 The Department may accept or reject any offer and may cancel the call for proposal as a whole or a part of the call, or any package or part of any area within the package.
- 10.18 This document will prevail over any information provided during any briefing session whether oral or written unless such written information provided expressly amends this document by reference.

- 10.19 The plantations may only be used for the intended purpose and may not be sub-let without the consent of the Department.
- 10.20 The prospective investor shall not have the option to buy the land during and at the end of the lease agreement.
- 10.21 The prospective investor shall during the period of the lease not permit or cause to permit the invasion and/or unlawful occupation (or squatting on) of the property. Any failure to adhere to this condition may lead to an early termination of the Lease Agreement by the Department with the prospective investor being responsible for all costs and/or damages incidental thereto.
- 10.22 The prospective investor shall have no claim against the Department concerning any loss or damage as a result of the leasing of the property.

11. ELIGIBILITY

- 11.1 The potential investors may not participate in calls for proposals or be awarded the lease agreement if:
- 11.1.1 they are bankrupt or being wound up, are having their affairs administered by the courts, have entered into an arrangement with creditors, have suspended business activities, are the subject of proceedings concerning those matters, or are in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
 - 11.1.2 they have been convicted of an offense concerning professional conduct by a judgment that has the force of res judicata (i.e., against which no appeal is possible);
 - 11.1.3 they are guilty of grave professional misconduct proven by any means which the Department can justify;
 - 11.1.4 they have not fulfilled obligations relating to the payment of social security contributions or the payment of taxes by the legal provisions of the country;
 - 11.1.5 they have been the subject of a judgment that has the force of res judicata for fraud, corruption, involvement in a criminal organisation, or any other illegal activity that may be detrimental to the project;
 - 11.1.6 they have been declared to be in serious breach of contract for failure to comply with their contractual obligations and are listed on the Database of Restricted Suppliers of the National Treasury in terms of Regulations 16A 9.1 (c).
- 11.2 The prospective investors are also excluded from participation in calls for proposals or the award of the lease agreement if, at the time of the call for proposals, they:
- 11.2.1 are subject to a conflict of interests;
 - 11.2.2 are guilty of misrepresentation in supplying the information required by the Department as a condition of participation in the call for proposals or failing to supply this information;

11.2.3 have attempted to obtain confidential information or influence the evaluation committee during the evaluation process of the calls for proposals.

11.3 The prospective investors must supply with their applications a sworn statement that they do not fall into any of the above categories (a) to (f).

12. LEASE RENTAL PAYMENT TERMS

12.1 Lease rentals shall be paid on an annual basis as calculated and escalated using CPI every five (05) years.

12.2 The rental amount shall be payable monthly in advance on or before the date to be agreed by parties at the signing of the lease agreement.

12.3 The rental shall be subject to an escalation of 6% per annum compounded on the previous year's rental.

12.4 The lease period shall be thirty-five (35) years.

12.5 The lease will commence on the first day of the month, following the final signing of the lease agreement.

13. TECHNICAL ENQUIRIES

13.1. Should you require any further information in this regard, please do not hesitate to send written enquiries to:
Tenders@dffe.gov.za

14. ANNEXURE A: RENTAL INCOME SCHEDULE

PAC 1 – AMANZAMNYAMA ESTATE				
RENTAL PAYABLE TO DFFE ON USE OF PLANTATIONS				
#	Description	Plantations Area Hectare	Price Per Hectare	Total
A.	Rental of land from DFFE to be payable on a monthly basis	5031,66	R	R
B.	Total rental payable for the 1 st 12 month (A by 12)			R
C.	Rental Escalation yearly from year 2 to year 5			6%
D.	Total rental payable for the period of 35 years (C by 35)			R
VAT AT 15%				R
TOTAL INVESTMENT INCOME				R
<i><u>(To be carried over to the form of offer - SBD 3.1)</u></i>				

PAC 2 – BUTTERWORTH ESTATE				
RENTAL PAYABLE TO DFFE ON USE OF PLANTATIONS				
#	Description	Plantations Area Hectare	Price Per Hectare	Total
A.	Rental of land from DFFE to be payable on a monthly basis	1399,24	R	R
B.	Total rental payable for the 1 st 12 month (A by 12)			R
C.	Rental Escalation yearly from year 2 to year 5			6%
D.	Total rental payable for the period of 35 years (C by 35)			R
VAT AT 15%				R
TOTAL INVESTMENT INCOME				R
<i><u>(To be carried over to the form of offer - SBD 3.1)</u></i>				

PAC 3 – COFIMVABA ESTATE				
RENTAL PAYABLE TO DFFE ON USE OF PLANTATIONS				
#	Description	Plantations Area Hectare	Price Per Hectare	Total
A.	Rental of land from DFFE to be payable on a monthly basis	493,10	R	R
B.	Total rental payable for the 1 st 12 month (A by 12)			R
C.	Rental Escalation yearly from year 2 to year 5			6%
D.	Total rental payable for the period of 35 years (C by 35)			R
VAT AT 15%				R
TOTAL INVESTMENT INCOME				R
<i><u>(To be carried over to the form of offer - SBD 3.1)</u></i>				

PAC 4 – ETWA ESTATE				
RENTAL PAYABLE TO DFFE ON USE OF PLANTATIONS				
#	Description	Plantations Area Hectare	Price Per Hectare	Total
A.	Rental of land from DFFE to be payable on a monthly basis	3808,61	R	R
B.	Total rental payable for the 1 st 12 month (A by 12)			R
C.	Rental Escalation yearly from year 2 to year 5			6%
D.	Total rental payable for the period of 35 years (C by 35)			R
VAT AT 15%				R
TOTAL INVESTMENT INCOME				R
<i><u>(To be carried over to the form of offer - SBD 3.1)</u></i>				

PAC 5 – HEBRON ESTATE				
RENTAL PAYABLE TO DFFE ON USE OF PLANTATION				
#	Description	Plantation Area Hectare	Price Per Hectare	Total
A.	Rental of land from DFFE to be payable on a monthly basis	1364,19	R	R
B.	Total rental payable for the 1 st 12 month (A by 12)			R
C.	Rental Escalation yearly from year 2 to year 5			6%
D.	Total rental payable for the period of 35 years (C by 35)			R
VAT AT 15%				R
TOTAL INVESTMENT INCOME				R
<i><u>(To be carried over to the form of offer - SBD 3.1)</u></i>				

PAC 6 – HLOKOZI ESTATE				
RENTAL PAYABLE TO DFFE ON USE OF PLANTATIONS				
#	Description	Plantations Area Hectare	Price Per Hectare	Total
A.	Rental of land from DFFE to be payable on a monthly basis	1754,85	R	R
B.	Total rental payable for the 1 st 12 month (A by 12)			R
C.	Rental Escalation yearly from year 2 to year 5			6%
D.	Total rental payable for the period of 35 years (C by 35)			R
VAT AT 15%				R
TOTAL INVESTMENT INCOME				R
<i><u>(To be carried over to the form of offer - SBD 3.1)</u></i>				

PAC 7 – INJAKA ESTATE				
RENTAL PAYABLE TO DFFE ON USE OF PLANTATION				
#	Description	Plantation Area Hectare	Price Per Hectare	Total
A.	Rental of land from DFFE to be payable on a monthly basis	2452,67	R	R
B.	Total rental payable for the 1 st 12 month (A by 12)			R
C.	Rental Escalation yearly from year 2 to year 5			6%
D.	Total rental payable for the period of 35 years (C by 35)			R
VAT AT 15%				R
TOTAL INVESTMENT INCOME				R
<i><u>(To be carried over to the form of offer - SBD 3.1)</u></i>				

PAC 8 – KATBERG ESTATE				
RENTAL PAYABLE TO DFFE ON USE OF PLANTATIONS				
#	Description	Plantations Area Hectare	Price Per Hectare	Total
A.	Rental of land from DFFE to be payable on a monthly basis	7037,94	R	R
B.	Total rental payable for the 1 st 12 month (A by 12)			R
C.	Rental Escalation yearly from year 2 to year 5			6%
D.	Total rental payable for the period of 35 years (C by 35)			R
VAT AT 15%				R
TOTAL INVESTMENT INCOME				R
<u>(To be carried over to the form of offer - SBD 3.1)</u>				

PAC 9 – KWAGUBESHE ESTATE				
RENTAL PAYABLE TO DFFE ON USE OF PLANTATION				
#	Description	Plantation Area Hectare	Price Per Hectare	Total
A.	Rental of land from DFFE to be payable on a monthly basis	2117,98	R	R
B.	Total rental payable for the 1 st 12 month (A by 12)			R
C.	Rental Escalation yearly from year 2 to year 5			6%
D.	Total rental payable for the period of 35 years (C by 35)			R
VAT AT 15%				R
TOTAL INVESTMENT INCOME				R
<i><u>(To be carried over to the form of offer - SBD 3.1)</u></i>				

PAC 10 – LIBODE ESTATE				
RENTAL PAYABLE TO DFFE ON USE OF PLANTATIONS				
#	Description	Plantations Area Hectare	Price Per Hectare	Total
A.	Rental of land from DFFE to be payable on a monthly basis	2886,82	R	R
B.	Total rental payable for the 1 st 12 month (A by 12)			R
C.	Rental Escalation yearly from year 2 to year 5			6%
D.	Total rental payable for the period of 35 years (C by 35)			R
VAT AT 15%				R
TOTAL INVESTMENT INCOME				R
<u>(To be carried over to the form of offer - SBD 3.1)</u>				

PAC 11 – LUVHOLA ESTATE				
RENTAL PAYABLE TO DFFE ON USE OF PLANTATIONS				
#	Description	Plantations Area Hectare	Price Per Hectare	Total
A.	Rental of land from DFFE to be payable on a monthly basis	2426,96	R	R
B.	Total rental payable for the 1 st 12 month (A by 12)			R
C.	Rental Escalation yearly from year 2 to year 5			6%
D.	Total rental payable for the period of 35 years (C by 35)			R
VAT AT 15%				R
TOTAL INVESTMENT INCOME				R
<i><u>(To be carried over to the form of offer - SBD 3.1)</u></i>				

PAC 12 – MBIZWENI ESTATE				
RENTAL PAYABLE TO DFFE ON USE OF PLANTATION				
#	Description	Plantation Area Hectare	Price Per Hectare	Total
A.	Rental of land from DFFE to be payable on a monthly basis	1892,39	R	R
B.	Total rental payable for the 1 st 12 month (A by 12)			R
C.	Rental Escalation yearly from year 2 to year 5			6%
D.	Total rental payable for the period of 35 years (C by 35)			R
VAT AT 15%				R
TOTAL INVESTMENT INCOME				R
<i><u>(To be carried over to the form of offer - SBD 3.1)</u></i>				

PAC 13 – MOOIFONTEIN ESTATE				
RENTAL PAYABLE TO DFFE ON USE OF PLANTATION				
#	Description	Plantation Area Hectare	Price Per Hectare	Total
A.	Rental of land from DFFE to be payable on a monthly basis	467,84	R	R
B.	Total rental payable for the 1 st 12 month (A by 12)			R
C.	Rental Escalation yearly from year 2 to year 5			6%
D.	Total rental payable for the period of 35 years (C by 35)			R
VAT AT 15%				R
TOTAL INVESTMENT INCOME				R
<i><u>(To be carried over to the form of offer - SBD 3.1)</u></i>				

PAC 14 – MOUNT COKE ESTATE				
RENTAL PAYABLE TO DFFE ON USE OF PLANTATIONS				
#	Description	Plantations Area Hectare	Price Per Hectare	Total
A.	Rental of land from DFFE to be payable on a monthly basis	3361,01	R	R
B.	Total rental payable for the 1 st 12 month (A by 12)			R
C.	Rental Escalation yearly from year 2 to year 5			6%
D.	Total rental payable for the period of 35 years (C by 35)			R
VAT AT 15%				R
TOTAL INVESTMENT INCOME				R
<u>(To be carried over to the form of offer - SBD 3.1)</u>				

PAC 15 – NKONISA ESTATE				
RENTAL PAYABLE TO DFFE ON USE OF PLANTATION				
#	Description	Plantation Area Hectare	Price Per Hectare	Total
A.	Rental of land from DFFE to be payable on a monthly basis	672,53	R	R
B.	Total rental payable for the 1 st 12 month (A by 12)			R
C.	Rental Escalation yearly from year 2 to year 5			6%
D.	Total rental payable for the period of 35 years (C by 35)			R
VAT AT 15%				R
TOTAL INVESTMENT INCOME				R
<i><u>(To be carried over to the form of offer - SBD 3.1)</u></i>				

PAC 16 – NOMADAMBA ESTATE				
RENTAL PAYABLE TO DFFE ON USE OF PLANTATIONS				
#	Description	Plantations Area Hectare	Price Per Hectare	Total
A.	Rental of land from DFFE to be payable on a monthly basis	7301,13	R	R
B.	Total rental payable for the 1 st 12 month (A by 12)			R
C.	Rental Escalation yearly from year 2 to year 5			6%
D.	Total rental payable for the period of 35 years (C by 35)			R
VAT AT 15%				R
TOTAL INVESTMENT INCOME				R
<i><u>(To be carried over to the form of offer - SBD 3.1)</u></i>				

PAC 17 – NQUQU ESTATE				
RENTAL PAYABLE TO DFFE ON USE OF PLANTATIONS				
#	Description	Plantations Area Hectare	Price Per Hectare	Total
A.	Rental of land from DFFE to be payable on a monthly basis	3511,43	R	R
B.	Total rental payable for the 1 st 12 month (A by 12)			R
C.	Rental Escalation yearly from year 2 to year 5			6%
D.	Total rental payable for the period of 35 years (C by 35)			R
VAT AT 15%				R
TOTAL INVESTMENT INCOME				R
<i><u>(To be carried over to the form of offer - SBD 3.1)</u></i>				

PAC 18 – NTSUBANE ESTATE				
RENTAL PAYABLE TO DFFE ON USE OF PLANTATIONS				
#	Description	Plantations Area Hectare	Price Per Hectare	Total
A.	Rental of land from DFFE to be payable on a monthly basis	3352,56	R	R
B.	Total rental payable for the 1 st 12 month (A by 12)			R
C.	Rental Escalation yearly from year 2 to year 5			6%
D.	Total rental payable for the period of 35 years (C by 35)			R
VAT AT 15%				R
TOTAL INVESTMENT INCOME				R
<i><u>(To be carried over to the form of offer - SBD 3.1)</u></i>				

PAC 19 – NTYWENKA ESTATE				
RENTAL PAYABLE TO DFFE ON USE OF PLANTATIONS				
#	Description	Plantations Area Hectare	Price Per Hectare	Total
A.	Rental of land from DFFE to be payable on a monthly basis	2028,12	R	R
B.	Total rental payable for the 1 st 12 month (A by 12)			R
C.	Rental Escalation yearly from year 2 to year 5			6%
D.	Total rental payable for the period of 35 years (C by 35)			R
VAT AT 15%				R
TOTAL INVESTMENT INCOME				R
<i><u>(To be carried over to the form of offer - SBD 3.1)</u></i>				

PAC 20 – ONVENWACHT ESTATE				
RENTAL PAYABLE TO DFFE ON USE OF PLANTATION				
#	Description	Plantation Area Hectare	Price Per Hectare	Total
A.	Rental of land from DFFE to be payable on a monthly basis	2709,16	R	R
B.	Total rental payable for the 1 st 12 month (A by 12)			R
C.	Rental Escalation yearly from year 2 to year 5			6%
D.	Total rental payable for the period of 35 years (C by 35)			R
VAT AT 15%				R
TOTAL INVESTMENT INCOME				R
<i><u>(To be carried over to the form of offer - SBD 3.1)</u></i>				

PAC 21 – PHIPHIDI ESTATE				
RENTAL PAYABLE TO DFFE ON USE OF PLANTATIONS				
#	Description	Plantations Area Hectare	Price Per Hectare	Total
A.	Rental of land from DFFE to be payable on a monthly basis	934,37	R	R
B.	Total rental payable for the 1 st 12 month (A by 12)			R
C.	Rental Escalation yearly from year 2 to year 5			6%
D.	Total rental payable for the period of 35 years (C by 35)			R
VAT AT 15%				R
TOTAL INVESTMENT INCOME				R
<u>(To be carried over to the form of offer - SBD 3.1)</u>				

PAC 22 – QUDENI ESTATE				
RENTAL PAYABLE TO DFFE ON USE OF PLANTATION				
#	Description	Plantation Area Hectare	Price Per Hectare	Total
A.	Rental of land from DFFE to be payable on a monthly basis	7993,49	R	R
B.	Total rental payable for the 1 st 12 month (A by 12)			R
C.	Rental Escalation yearly from year 2 to year 5			6%
D.	Total rental payable for the period of 35 years (C by 35)			R
VAT AT 15%				R
TOTAL INVESTMENT INCOME				R
<i><u>(To be carried over to the form of offer - SBD 3.1)</u></i>				

PAC 23 – QUNU ESTATE				
RENTAL PAYABLE TO DFFE ON USE OF PLANTATIONS				
#	Description	Plantations Area Hectare	Price Per Hectare	Total
A.	Rental of land from DFFE to be payable on a monthly basis	2069,59	R	R
B.	Total rental payable for the 1 st 12 month (A by 12)			R
C.	Rental Escalation yearly from year 2 to year 5			6%
D.	Total rental payable for the period of 35 years (C by 35)			R
VAT AT 15%				R
TOTAL INVESTMENT INCOME				R
<u>(To be carried over to the form of offer - SBD 3.1)</u>				

PAC 24 – RONDREDRAAI ESTATE				
RENTAL PAYABLE TO DFFE ON USE OF PLANTATION				
#	Description	Plantation Area Hectare	Price Per Hectare	Total
A.	Rental of land from DFFE to be payable on a monthly basis	309,59	R	R
B.	Total rental payable for the 1 st 12 month (A by 12)			R
C.	Rental Escalation yearly from year 2 to year 5			6%
D.	Total rental payable for the period of 35 years (C by 35)			R
VAT AT 15%				R
TOTAL INVESTMENT INCOME				R
<u>(To be carried over to the form of offer - SBD 3.1)</u>				

PAC 25 – SALIQUE ESTATE				
RENTAL PAYABLE TO DFFE ON USE OF PLANTATION				
#	Description	Plantation Area Hectare	Price Per Hectare	Total
A.	Rental of land from DFFE to be payable on a monthly basis	1227,54	R	R
B.	Total rental payable for the 1 st 12 month (A by 12)			R
C.	Rental Escalation yearly from year 2 to year 5			6%
D.	Total rental payable for the period of 35 years (C by 35)			R
VAT AT 15%				R
TOTAL INVESTMENT INCOME				R
<i><u>(To be carried over to the form of offer - SBD 3.1)</u></i>				

PAC 26 – SOKHULU ESTATE				
RENTAL PAYABLE TO DFFE ON USE OF PLANTATION				
#	Description	Plantation Area Hectare	Price Per Hectare	Total
A.	Rental of land from DFFE to be payable on a monthly basis	5480,57	R	R
B.	Total rental payable for the 1 st 12 month (A by 12)			R
C.	Rental Escalation yearly from year 2 to year 5			6%
D.	Total rental payable for the period of 35 years (C by 35)			R
VAT AT 15%				R
TOTAL INVESTMENT INCOME				R
<i><u>(To be carried over to the form of offer - SBD 3.1)</u></i>				

PAC 27 – SUMMERFIELD ESTATE				
RENTAL PAYABLE TO DFFE ON USE OF PLANTATION				
#	Description	Plantation Area Hectare	Price Per Hectare	Total
A.	Rental of land from DFFE to be payable on a monthly basis	185,07	R	R
B.	Total rental payable for the 1 st 12 month (A by 12)			R
C.	Rental Escalation yearly from year 2 to year 5			6%
D.	Total rental payable for the period of 35 years (C by 35)			R
VAT AT 15%				R
TOTAL INVESTMENT INCOME				R
<u>(To be carried over to the form of offer - SBD 3.1)</u>				

PAC 28 – UMZIMVUBU ESTATE				
RENTAL PAYABLE TO DFFE ON USE OF PLANTATIONS				
#	Description	Plantations Area Hectare	Price Per Hectare	Total
A.	Rental of land from DFFE to be payable on a monthly basis	4683,85	R	R
B.	Total rental payable for the 1 st 12 month (A by 12)			R
C.	Rental Escalation yearly from year 2 to year 5			6%
D.	Total rental payable for the period of 35 years (C by 35)			R
VAT AT 15%				R
TOTAL INVESTMENT INCOME				R
<i><u>(To be carried over to the form of offer - SBD 3.1)</u></i>				

PAC 29 – VOORSPOED ESTATE				
RENTAL PAYABLE TO DFFE ON USE OF PLANTATIONS				
#	Description	Plantations Area Hectare	Price Per Hectare	Total
A.	Rental of land from DFFE to be payable on a monthly basis	3182,89	R	R
B.	Total rental payable for the 1 st 12 month (A by 12)			R
C.	Rental Escalation yearly from year 2 to year 5			6%
D.	Total rental payable for the period of 35 years (C by 35)			R
VAT AT 15%				R
TOTAL INVESTMENT INCOME				R
<i><u>(To be carried over to the form of offer - SBD 3.1)</u></i>				

PAC 30 – WELGEVONDEN ESTATE				
RENTAL PAYABLE TO DFFE ON USE OF PLANTATION				
#	Description	Plantation Area Hectare	Price Per Hectare	Total
A.	Rental of land from DFFE to be payable on a monthly basis	1196,62	R	R
B.	Total rental payable for the 1 st 12 month (A by 12)			R
C.	Rental Escalation yearly from year 2 to year 5			6%
D.	Total rental payable for the period of 35 years (C by 35)			R
VAT AT 15%				R
TOTAL INVESTMENT INCOME				R
<i><u>(To be carried over to the form of offer - SBD 3.1)</u></i>				

PAC 31 – WILLOWVALE ESTATE				
RENTAL PAYABLE TO DFFE ON USE OF PLANTATIONS				
#	Description	Plantations Area Hectare	Price Per Hectare	Total
A.	Rental of land from DFFE to be payable on a monthly basis	496,15	R	R
B.	Total rental payable for the 1 st 12 month (A by 12)			R
C.	Rental Escalation yearly from year 2 to year 5			6%
D.	Total rental payable for the period of 35 years (C by 35)			R
VAT AT 15%				R
TOTAL INVESTMENT INCOME				R
<i><u>(To be carried over to the form of offer - SBD 3.1)</u></i>				

NOTE: The total amount for the thirty-five (35) year lease should include an escalation of 6% per annum. The escalation in the rental will be reviewed and adjusted every five (05) years over the lease period in terms of reviewed Treasury Regulations and the Consumer Price Index (CPI) at the Department's discretion.

15. ANNEXURE B: LIST OF THE PLANTATION

Pricing Pac	Number within the Estate	Plantation Name	Estate	Plantation (s) Area Hectare	Province	Cat.	Coordinates		Municipality	Investor Participating	
										Yes	No
1	1	Amanzamnyama	Amanzamnyama	2134,99	Eastern Cape	B	28,86778454	-30,90825358	Umzimvubu		
	2	Buffalo Nek	Amanzamnyama	199,01	Eastern Cape	B	28,85676222	-30,79919763	Umzimvubu		
	3	Colwana	Amanzamnyama	588,68	Eastern Cape	B	28,71155503	-30,74156601	Umzimvubu		
	4	Ntabane	Amanzamnyama	1814,81	Eastern Cape	B	28,76103901	-30,77663131	Umzimvubu		
	5	Papane	Amanzamnyama	294,17	Eastern Cape	B	29,01128613	-31,01029326	Umzimvubu		
TOTAL PLANTATION AREA – AMANZAMNYAMA ESTATE				5031,66							
2	1	Blyth	Butterworth	410,31	Eastern Cape	C	27,95285276	-32,24927602	Mnquma		
	2	Ibeka	Butterworth	335,51	Eastern Cape	C	28,23967517	-32,28891211	Mnquma		
	3	Kei Mouth	Butterworth	49,63	Eastern Cape	C	28,37815105	-32,61485524	Mnquma		
	4	Kentane	Butterworth	137,18	Eastern Cape	C	28,31125491	-32,51834684	Mnquma		
	5	Kentane Hill	Butterworth	216,84	Eastern Cape	C	28,28168761	-32,47463291	Mnquma		
	6	Ngunduza	Butterworth	243,45	Eastern Cape	C	28,36763348	-32,37632479	Mnquma		

Pricing Pac	Number within the Estate	Plantation Name	Estate	Plantation (s) Area Hectare	Province	Cat.	Coordinates		Municipality	Investor Participating	
										Yes	No
	7	Qolora	Butterworth	6,32	Eastern Cape	C	28,41760285	-32,64063485	Mnquma		
TOTAL PLANTATION AREA – BUTTERWORTH ESTATE				1399,24							
3	1	Cala	Cofimvaba	92,22	Eastern Cape	C	27,70744564	-31,50668273	Sakhisizwe		
	2	Camama	Cofimvaba	211,66	Eastern Cape	C	27,5245405	-32,05798708	Intsika Yethu		
	3	Hoyana	Cofimvaba	189,22	Eastern Cape	C	27,550367	-31,87009661	Intsika Yethu		
TOTAL PLANTATION AREA – COFIMVABA ESTATE				493,1							
4	1	Bencuti (E)	Etwa	687,81	Eastern Cape	B	28,93110313	-31,18244744	Mhlontlo		
	2	Etwa (A)	Etwa	1824,62	Eastern Cape	B	28,68023032	-31,05110324	Mhlontlo		
	3	Ntaboduli (B)	Etwa	688,53	Eastern Cape	B	28,64481662	-30,93408777	Mhlontlo		
	4	Qumbu (F)	Etwa	208,2	Eastern Cape	B	28,86967769	-31,13649086	Mhlontlo		
	5	Sapompolo (G)	Etwa	84,59	Eastern Cape	B	28,69076166	-31,0754642	Mhlontlo		
	6	Sulenkama (C)	Etwa	314,86	Eastern Cape	B	28,68982649	-30,96614015	Mhlontlo		
TOTAL PLANTATION AREA – ETWA ESTATE				3808,61							

Pricing Pac	Number within the Estate	Plantation Name	Estate	Plantation (s) Area Hectare	Province	Cat.	Coordinates		Municipality	Investor Participating	
										Yes	No
5	1	Hebron	Hebron	1364,19	Mpumalanga	B	30,95124486	-24,66908465	Bushbuckridge		
TOTAL PLANTATION AREA – HEBRON ESTATE				1364,19							
6	1	Hlokozi	Hlokozi	1291,64	KwaZulu - Natal	B	30,27764406	-30,37071891	Umzumbe		
	2	Hlokozi block E	Hlokozi	463,21	KwaZulu - Natal	B	30,39372813	-30,40116082	Umzumbe		
TOTAL PLANTATION AREA - HLOKOZI				1754,85							
7	1	Injaka	Injaka	2452,67	Mpumalanga	B	31,03025238	-24,96504083	Thaba Chweu		
TOTAL PLANTATION AREA – INJAKA ESTATE				2452,67							
8	1	Ben Holmn (K)	Katberg	1716,08	Eastern Cape	B	26,80484615	-32,47830526	Raymond Mhlaba		
	2	Glencairn	Katberg	309,92	Eastern Cape	B	26,83064225	-32,42614141	Raymond Mhlaba		
	3	Katberg (A,B,C,D,E,F,G,H,I,J)	Katberg	4568,43	Eastern Cape	B	26,62474809	-32,5299452	Raymond Mhlaba		
	4	Mankazana	Katberg	319,5	Eastern Cape	B	26,80553461	-32,68166614	Raymond Mhlaba		
	5	Sunnyside	Katberg	124,01	Eastern Cape	B	26,87225637	-32,59983747	Raymond Mhlaba		
TOTAL PLANTATIONS AREA – KATBERG ESTATE				7037,94							

Pricing Pac	Number within the Estate	Plantation Name	Estate	Plantation (s) Area Hectare	Province	Cat.	Coordinates		Municipality	Investor Participating	
										Yes	No
9	1	Kwagubeshe	Kwagubeshe	2117,98	KwaZulu - Natal	B	30,23058757	-29,61275445	The Msunduzi		
TOTAL PLANTATION AREA – KWAGUBESHA ESTATE				2117,98							
10	1	Lubanzi	Libode	103,33	Eastern Cape	C	29,07023292	-31,44320373	Nyandeni		
	2	Lutubeni	Libode	854,39	Eastern Cape	C	28,88796058	-31,45160676	Nyandeni		
	3	Mbopelelo	Libode	217,19	Eastern Cape	C	28,93155802	-31,49389248	Nyandeni		
	4	Mbuto	Libode	335,63	Eastern Cape	C	28,82061774	-31,31162862	Mhlontlo		
	5	Sebeni	Libode	331,14	Eastern Cape	C	28,94570665	-31,66256842	Nyandeni		
	6	Sipunzi	Libode	721,49	Eastern Cape	C	28,98934622	-31,49620859	Nyandeni		
	7	Xosheni	Libode	112,31	Eastern Cape	C	29,19957597	-31,58730244	Nyandeni		
	8	Zibungu	Libode	211,34	Eastern Cape	C	29,21411116	-31,48013892	Nyandeni		
TOTAL PLANTATION AREA – LIBODE ESTATE				2886,82							
11	1	Drie Fontein	Luvhola	79,67	Limpopo	C	30,1616943	-23,16771147	Makhado		
	2	Luvhola	Luvhola	1598,41	Limpopo	B	30,15372825	-23,17418305	Makhado		

Pricing Pac	Number within the Estate	Plantation Name	Estate	Plantation (s) Area Hectare	Province	Cat.	Coordinates		Municipality	Investor Participating	
										Yes	No
	3	Mabama 1	Luvhola	131,99	Limpopo	C	30,05810826	-23,25836234	Makhado		
	4	Mabama 2	Luvhola	18,02	Limpopo	C	30,07628727	-23,26497182	Makhado		
	5	Mashau	Luvhola	104,04	Limpopo	B	30,16613105	-23,16411986	Makhado		
	6	Moddervlei	Luvhola	211,78	Limpopo	B	30,05843675	-23,20127396	Makhado		
	7	Mulima	Luvhola	283,05	Limpopo	C	30,03663865	-23,32790511	Makhado		
TOTAL PLANTATION AREA – LUVHOLA ESTATE				2426,96							
12	1	Mbizweni	Mbizweni	1892,39	KwaZulu - Natal	B	29,86466875	-30,25468658	Umzimkhulu		
TOTAL PLANTATION AREA - MBIZWENI				1892,39							
13	1	Mooifontein	Mooifontein	467,84	North West	C	25,60473048	-26,2664009	Mafikeng		
TOTAL PLANTATION AREA – MOOIFONTEIN ESTATE				467,84							
14	1	Hamburg	Mount Coke	195,74	Eastern Cape	C	27,44513151	-33,30730124	Ngqushwa		
	2	Lockard.s Bush	Mount Coke	939,99	Eastern Cape	C	27,52352757	-32,68664338	Amahlathi		
	3	Mnyameni	Mount Coke	455,8	Eastern Cape	C	27,05296599	-32,62530182	Amahlathi		

Pricing Pac	Number within the Estate	Plantation Name	Estate	Plantation (s) Area Hectare	Province	Cat.	Coordinates		Municipality	Investor Participating	
										Yes	No
	4	Mount Coke	Mount Coke	481,79	Eastern Cape	C	27,46358997	-32,99023752	Buffalo City		
	5	Needs camp	Mount Coke	305,17	Eastern Cape	C	27,63196109	-33,01122362	Buffalo City		
	6	Pirie	Mount Coke	768,94	Eastern Cape	C	27,31239216	-32,74860299	Buffalo City		
	7	Tamara	Mount Coke	124,43	Eastern Cape	C	27,28287647	-32,96878933	Buffalo City		
	8	Zikhova	Mount Coke	89,15	Eastern Cape	C	27,48235781	-33,23426348	Buffalo City		
TOTAL PLANTATION AREA - MOUNT COKE ESTATE				3361,01							
15	1	Nkonisa	Nkonisa	672,53	KwaZulu - Natal	B	30,98680539	-28,63015431	Nkandla		
TOTAL PLANTATION AREA – NKONISA ESTATE				672,53							
16	1	Manina (J.H.K.L)	Nomadamba	2401,78	Eastern Cape	B	28,10592879	-31,59565419	Engcobo		
	2	Mtintloni (D)	Nomadamba	994,23	Eastern Cape	B	27,75667377	-31,5706295	Engcobo		
	3	Ngcobo (E.F)	Nomadamba	363,73	Eastern Cape	B	27,99769776	-31,64637372	Engcobo		
	4	Nkobongo (M)	Nomadamba	343,36	Eastern Cape	B	28,04639978	-31,87298267	Engcobo		
	5	Nomadamba (A,B,C)	Nomadamba	3198,03	Eastern Cape	B	27,71334315	-31,71338793	Intsika Yethu		

Pricing Pac	Number within the Estate	Plantation Name	Estate	Plantation (s) Area Hectare	Province	Cat.	Coordinates		Municipality	Investor Participating	
										Yes	No
TOTAL PLANTATION AREA – NOMADAMBA ESTATE				7301,13							
17	1	Esikobeni (C)	Nququ	637	Eastern Cape	B	27,62791912	-31,94689986	Intsika Yethu		
	2	Indlunkulu (D)	Nququ	486,49	Eastern Cape	B	27,98302289	-31,98121296	Intsika Yethu		
	3	Nququ (A.B)	Nququ	2387,94	Eastern Cape	B	27,53259461	-31,82813975	Intsika Yethu		
TOTAL PLANTATION AREA – NQUQU ESTATE				3511,43							
18	1	Bizana	Ntsubane	339,49	Eastern Cape	B	29,81016432	-30,85636287	Mbizana		
	2	Flagstaff	Ntsubane	570,76	Eastern Cape	B	29,50838157	-31,03844539	Ngquza Hill		
	3	Ntsubane	Ntsubane	2442,31	Eastern Cape	B	29,70178678	-31,44436617	Ngquza Hill		
TOTAL PLANTATION AREA – NTSUBANI ESTATE				3352,56							
19	1	Caba (C)	Ntywenka	308,53	Eastern Cape	B	28,59050091	-31,06138687	Mhlontlo		
	2	Mtamo (B)	Ntywenka	146,06	Eastern Cape	B	28,59216198	-31,21129896	Elundini		
	3	Ntywenka (A)	Ntywenka	1573,53	Eastern Cape	B	28,6188275	-31,18736811	Elundini		
TOTAL PLANTATION AREA – NTYWENKA ESTATE				2028,12							

Pricing Pac	Number within the Estate	Plantation Name	Estate	Plantation (s) Area Hectare	Province	Cat.	Coordinates		Municipality	Investor Participating	
										Yes	No
20	1	Onverwacht	Onverwacht	2709,16	Mpumalanga	B	30,9484218	-24,7929079	Bushbuckridge		
TOTAL PLANTATION AREA – ONVERWACHT ESTATE				2709,16							
21	1	Dzamba	Phiphidi	34,42	Limpopo	C	30,32180799	-22,82454228	Thulamela		
	2	Gaba	Phiphidi	484,87	Limpopo	C	30,74546853	-22,78112309	Thulamela		
	3	Joubertstroom 1	Phiphidi	162,27	Limpopo	C	30,12566116	-22,97294762	Makhado		
	4	Joubertstroom 2	Phiphidi	36,28	Limpopo	C	30,16104434	-22,97743047	Makhado		
	5	Phiphidi	Phiphidi	107,23	Limpopo	B	30,3978518	-22,94669969	Thulamela		
	6	Rambuda	Phiphidi	109,3	Limpopo	C	30,37311602	-22,81174731	Thulamela		
TOTAL PLANTATION AREA – PHIPHIDI ESTATE				934,37							
22	1	Qudeni	Qudeni	7993,49	KwaZulu - Natal	B	30,86172911	-28,60678644	Nkandla		
TOTAL PLANTATION AREA – QUDENI ESTATE				7993,49							
23	1	Cezu	Qunu	143,73	Eastern Cape	C	28,72625139	-31,77356571	King Sabata Dalindyebo		
	2	Dabane (D)	Qunu	22,5	Eastern Cape	C	28,76894459	-32,04449823	Mbhashe		

Pricing Pac	Number within the Estate	Plantation Name	Estate	Plantation (s) Area Hectare	Province	Cat.	Coordinates		Municipality	Investor Participating	
										Yes	No
	3	Julukuqu	Qunu	223,5	Eastern Cape	C	28,42194682	-31,78484954	King Sabata Dalindyebo		
	4	Mpeko	Qunu	251,4	Eastern Cape	C	28,57864556	-31,62524706	King Sabata Dalindyebo		
	5	Ntlangaza	Qunu	119,98	Eastern Cape	C	28,87712987	-31,8335331	King Sabata Dalindyebo		
	6	Ntlonyane (G)	Qunu	230,74	Eastern Cape	C	28,81914722	-32,05645746	Mbhashe		
	7	Nzulwini	Qunu	115,35	Eastern Cape	C	29,02374746	-31,9552703	King Sabata Dalindyebo		
	8	Qunu	Qunu	179,54	Eastern Cape	C	28,62889275	-31,77603252	King Sabata Dalindyebo		
	9	Wilo	Qunu	346,42	Eastern Cape	C	28,97399589	-31,8758884	King Sabata Dalindyebo		
	10	Xorana	Qunu	436,43	Eastern Cape	C	28,72994814	-31,91530211	King Sabata Dalindyebo		
TOTAL PLANTATION AREA – QUNU ESTATE				2069,59							
24	1	Rondedraai	Rondredraai	309,59	KwaZulu - Natal	C	29,92651888	-30,39533776	Umzimkhulu		
TOTAL PLANTATION AREA – RONDREDRAAI ESTATE				309,59							
25	1	Salique	Salique	1227,54	Mpumalanga	B	30,9579507	-24,60826826	Bushbuckridge		
TOTAL PLANTATION AREA – SALIQUE ESTATE				1227,54							

Pricing Pac	Number within the Estate	Plantation Name	Estate	Plantation (s) Area Hectare	Province	Cat.	Coordinates		Municipality	Investor Participating	
										Yes	No
26	1	Sokhulu	Sokhulu	5480,57	KwaZulu - Natal	B	32,31540442	-28,58490465	Mfolozi		
TOTAL PLANTATION AREA – SOKHULU ESTATE				5480,57							
27	1	Summersfields	Summerfield	185,07	KwaZulu - Natal	C	30,03102124	-30,38444662	Umzimkhulu		
TOTAL PLANTATION AREA – SUMMERFIELD ESTATE				185,07							
28	1	Camsholo	Umzimvubu	649,09	Eastern Cape	C	29,42479769	-30,88218888	Ntabankulu		
	2	Elubaleko	Umzimvubu	146,16	Eastern Cape	C	29,34969147	-30,67232619	Umzimvubu		
	3	Fort Donald	Umzimvubu	176,29	Eastern Cape	C	29,52909809	-30,69317363	Mbizana		
	4	Fort Usher	Umzimvubu	236,65	Eastern Cape	C	28,44446405	-30,63673261	Elundini		
	5	Gomo	Umzimvubu	1633,18	Eastern Cape	C	29,38535481	-30,97701682	Ntabankulu		
	6	Lehana	Umzimvubu	117,6	Eastern Cape	C	28,4836997	-30,71509487	Elundini		
	7	Longweni	Umzimvubu	167,46	Eastern Cape	C	29,65169383	-30,83361958	Mbizana		
	8	Mabala	Umzimvubu	199,05	Eastern Cape	C	29,56581064	-30,68403142	Mbizana		
	9	Makoba	Umzimvubu	211,04	Eastern Cape	C	28,92185414	-30,11295881	Matatiele		

Pricing Pac	Number within the Estate	Plantation Name	Estate	Plantation (s) Area Hectare	Province	Cat.	Coordinates		Municipality	Investor Participating	
										Yes	No
	10	Mvenyane	Umzimvubu	76,57	Eastern Cape	C	29,0776674	-30,5540023	Matatiele		
	11	Tonti	Umzimvubu	800,83	Eastern Cape	C	29,43154283	-30,86420539	Ntabankulu		
	12	Tshatsheni	Umzimvubu	269,93	Eastern Cape	C	28,94878427	-30,66303344	Umzimvubu		
TOTAL PLANTATION AREA – UMZIMVUBU ESTATE				4683,85							
29	1	Mamabolo	Voerspoed	200,71	Limpopo	C	29,89117723	-23,89277454	Polokwane		
	2	Nebo 1	Voerspoed	214,02	Limpopo	B	29,76794244	-24,94546868	Makhuduthamaga		
	3	Nebo 2	Voerspoed	302,15	Limpopo	B	29,78459745	-24,99260463	Elias Motsoaledi		
	4	Voerspoed North	Voerspoed	1700,44	Limpopo	B	30,03936127	-23,37870433	Greater Letaba		
	5	Voerspoed South	Voerspoed	765,57	Limpopo	B	29,99098614	-23,49601473	Molemole		
TOTAL PLANTATION AREA – VOERSPOED ESTATE				3182,89							
30	1	Welgevonden	Welgevonden	1196,62	Mpumalanga	B	30,95932995	-24,74782457	Bushbuckridge		
TOTAL PLANTATION AREA – WELGEVONDEN ESTATE				1196,62							
31	1	Gatyana	Willowvale	277,58	Eastern Cape	C	28,49536589	-32,24896558	Mbhashe		

Pricing Pac	Number within the Estate	Plantation Name	Estate	Plantation (s) Area Hectare	Province	Cat.	Coordinates		Municipality	Investor Participating	
										Yes	No
	2	Kulo-Jingqi	Willowvale	218,57	Eastern Cape	C	28,66211736	-32,34586265	Mbhashe		
TOTAL PLANTATION AREA – WILLOWVALE ESTATE				496,15							

THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

July 2010

GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

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

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

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

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General Conditions of Contract

1. Definitions

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

RSA.

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

obligations of the supplier covered under the contract.

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

2. Application

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

3. General

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

4. Standards

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

5. Use of contract documents and information; inspection.

- 5.1 The supplier shall not, without the purchaser’s prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser’s prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier’s performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier’s records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

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

7. Performance security

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

8. Inspections, tests and analyses

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

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

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

9. Packing

- 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental services

- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

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

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

14. Spare parts

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

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

15. Warranty

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

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

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

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

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

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

16. Payment

- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

17. Prices

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

18. Contract amendments

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

19. Assignment

- 19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.

20. Subcontracts

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

21. Delays in the supplier's performance

- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the

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

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

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

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

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

may be due to him

25. Force Majeure

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

28. Limitation of liability

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

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

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



DEPARTMENT OF FORESTRY, FISHERIES AND THE ENVIRONMENT

BAS ENTITY MAINTENANCE FORM

Head Office Only

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

The Director General

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

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

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

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

Please ensure information is validate as per required bank screens .

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

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

Company / Personal Details

Registered Name

Trading Name

Tax Number

VAT Number

Title:

Initials:

Full Names

Surname

Persal Number

Address Detail

Address

(Compulsory if Supplier)

Physical

Postal

Postal Code

New Detail

☐ New Supplier information ☐ Update Supplier information

Supplier Type:

☐ Individual
☐ Company
☐ CC

☐ Department
☐ Trust
☐ Other (Specify)

☐ Partnership

Department Number
