



## forestry, fisheries & the environment

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

### **INVITATION TO BID BID NUMBER: DFFE-T107(22/23)**

**FOR THE APPOINTMENT OF A PROJECT MANAGER TO MANAGE LAND RESTITUTION PROJECTS THROUGH THE KABELO LAND RESTITUTION AND DEVELOPMENT TRUST FOR A THIRTY-SIX (36) MONTHS PERIOD.**

Contact persons:

Name : Ms. Ntombekaya Maku  
Office Telephone No. : 012 309 5747/060 973 4542  
E-Mail : [NMaku@dffe.gov.za](mailto:NMaku@dffe.gov.za)

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

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

**CLOSING DATE OF THE BID: 19 April 2023 @11H00AM**

## PART A INVITATION TO BID /

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)</b>					
BID NUMBER:	DFFE-T107 (2022-2023)	CLOSING DATE:	19 APRIL 2023	CLOSING TIME:	11:00AM
DESCRIPTION	<b>FOR THE APPOINTMENT OF A PROJECT MANAGER TO MANAGE LAND RESTITUTION PROJECTS THROUGH THE KABELO LAND RESTITUTION AND DEVELOPMENT TRUST FOR A THIRTY-SIX (36) MONTHS PERIOD.</b>				
<b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)</b>					
Department of Forestry Fisheries and the Environment; The Environment House,					
473 Steve Biko Road; Cnr Soutpansberg and Steve Biko Road, Arcadia Pretoria /Tshwane					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>			<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>		
CONTACT PERSON	Tenders@dffe.gov.za		CONTACT PERSON	Ms Ntombekaya Maku	
TELEPHONE NUMBER	012 399 9670/9671/9055		TELEPHONE NUMBER	012 309 5747/060 973 4542	
FACSIMILE NUMBER	N/A		FACSIMILE NUMBER	N/A	
E-MAIL ADDRESS	Tenders@dffe.gov.za		E-MAIL ADDRESS	NMaku@dffe.gov.za	
<b>SUPPLIER INFORMATION</b>					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX]  <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX]  <input type="checkbox"/> Yes <input type="checkbox"/> No	
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]	
<b>QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
<b>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.</b>					

## PART B TERMS AND CONDITIONS FOR BIDDING

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

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

SIGNATURE OF BIDDER:

.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:

.....

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

DATE:

.....

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

NAME OF BIDDER: ..... BID NO: DFFE-T107 (22/23)  
CLOSING TIME 11h00AM CLOSING DATE: 19 APRIL 2023

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

**DESCRIPTION: FOR THE APPOINTMENT OF A PROJECT MANAGER TO MANAGE LAND RESTITUTION PROJECTS THROUGH THE KABELO LAND RESTITUTION AND DEVELOPMENT TRUST FOR A THIRTY-SIX (36) MONTHS PERIOD.**

\*\* (ALL APPLICABLE TAXES INCLUDED)

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

R.....

#### 4. PERSON AND POSITION

HOURLY RATE

DAILY RATE

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---

---

---

---

R-----  
R-----  
R-----  
R-----  
R-----

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

R-----

R-----

R-----

R-----

\_\_\_\_\_ days

\_\_\_\_\_ days

\_\_\_\_\_ days

\_\_\_\_\_ days

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

DESCRIPTION OF EXPENSE TO BE INCURRED

RATE

QUANTITY

AMOUNT

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

.....

.....

.....

.....

.....

.....

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

TOTAL: R.....

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

Name of Bidder: .....

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

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

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

\*[DELETE IF NOT APPLICABLE]

Any enquiries regarding bidding procedures may be directed to the –

Department of Forestry, Fisheries and the Environmental

**Contact Person: SCM Technical Advisor**

**Tel: (012) 399 9671/ 9670/9055**

**E-mail: Tenders@dffe.gov.za**

**Or for technical information:**

**Name: Ms Ntombekaya Maku**

**Office Telephone No. (012) 399 8957/060 973 4542**

**E-Mail: NMaku@dffe.gov.za**

## BIDDER'S DISCLOSURE

### 1. PURPOSE OF THE FORM

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

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

### 2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest<sup>1</sup> 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

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<sup>1</sup> 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.

with any person who is employed by the procuring institution? **YES/NO**

2.2.1 If so, furnish particulars:

.....  
 .....

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 consortium<sup>2</sup> 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

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

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 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
<b>Total points for Price and SPECIFIC GOALS</b>	<b>100</b>

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	
<b>NB: POINTS CLAIMED BY SUPPLIER MUST BE THE SAME AS POINTS IN A FOR SPECIFIC GOALS</b>		

#### **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.

.....	
<b>SIGNATURE(S) OF TENDERER(S)</b>	
<b>SURNAME AND NAME:</b>	.....
<b>DATE:</b>	.....
<b>ADDRESS:</b>	.....
	.....
	.....
	.....



**forestry, fisheries  
& the environment**

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

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

#### **TERMS OF REFERENCE**

**FOR THE APPOINTMENT OF A PROJECT MANAGER TO MANAGE LAND RESTITUTION PROJECTS  
THROUGH THE KABELO LAND RESTITUTION AND DEVELOPMENT TRUST FOR A THIRTY-SIX (36)  
MONTHS PERIOD.**

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## **1. PURPOSE**

- 1.1. To appoint a Project Manager to manage projects of the land restitution claimant communities, whose land restitution claims have been settled in terms of Section 42 D of the Restitution of Land Rights Act, Act 22 of 1994 as amended.
- 1.2. To ensure that such claimant communities comply with the disbursement model (appendix as Annexure A) approved by the Kabelo Land Restitution and Development Trust for the utilization of lease rental money for community development projects.

## **2. INTRODUCTION AND BACKGROUND**

- 2.1. The government's White Paper on Sustainable Forestry Development, which was published in 1996 following a participatory process, states among other things that the State should withdraw from the management of plantation forests. It also states that the State should re-position itself as a forestry sector leader and a regulator, not as a manager of forests (White Paper on Sustainable Forestry Development, 1996).
- 2.2. In 1998, the former Department of Water Affairs and Forestry (DWAF), in cooperation with the Department of Public Enterprises (DPE) initiated a process of restructuring State owned commercial forestry plantations managed by DWAF and the South African Forestry Company Limited (SAFCOL). The restructuring of the forestry plantations formed part of the Government's overarching drive towards the privatization of certain state-owned companies (SOC).
- 2.3. To implement the restructuring process, plantations forests considered suitable for immediate transfer to private management were combined into economically viable packages for large scale commercial use and private investment. The plantations were then grouped into five regional packages, which were offered for sale to the private sector. Bidders were invited to bid for one, more than one or all packages. The majority shareholding offered to the bidders was 75% and the remaining 25% was held by the South African Forestry Company Limited (SAFCOL) on behalf of government. Of the 25% shareholding, 10% was earmarked for communities affected by restructuring of the state assets.
- 2.4. To date, the State has sold four (4) packages and leased the land on which the plantations are located for a period of seventy (70) years. The packages are:
  - 2.4.1. The Northern Cape Forestry package sold in 2001 to Singisi Forest Products (Pty) Ltd (SFP).
  - 2.4.2. The KwaZulu-Natal Forestry package sold in 2001 to SiyaQhubeka Forestry (Pty) Ltd (SQF).
  - 2.4.3. The South and Western Cape Forestry package sold in 2005 to MTO Forestry Company
  - 2.4.4. The South-eastern Cape Forestry Package sold in 2005 to Amathole Forestry Company Ltd (AFC).

- 2.5. The Limpopo, Mpumalanga and North of KwaZulu-Natal Forestry package remain unsold because of government moratorium on the privatisation of State-Owned Companies.
- 2.6. In recognition of land rights of displaced or surrounding communities, Government agreed that the underlying tenure rights to the land on which the plantations are located, will not be sold. The land will remain State property until such time as it is restored in ownership to successful land claimants, or to communities who acquire rights in terms of land reform. In cases where land is restored to claimant communities, Government will seek to lease it back and sublease it to the commercial companies, with a view of retaining the forestry activities on the land. Government through a Trust established by the Minister responsible for Forestry will pay rent to the successful claimant communities in return for the use of the land for plantation forestry purposes.
- 2.7. Approximately 70% of the leased State forests land parcels are subject to land restitution claims. To date, ten of the land claims on the leased State forests have been settled. The settled land claims currently affect the SQF and the SFP Lease Agreements. In the other two Lease Agreements no land claims have been settled as yet.
- 2.8. The private companies (lessees) are paying annual rentals to the lessor (DFFE) for the surface use of the land. The lease rental income is kept in an interest-bearing account, until such time payments could be made to successful land claimants. The National Forest Act, 1998 (Act No. 84 of 1998) as amended allows the Minister to establish a Trust.
- 2.9. The objectives of the Trust are:
- 2.9.1. To receive payment of the lease rental money;
  - 2.9.2. To invest such money on behalf of land reform beneficiaries as part of the Trust property;
  - 2.9.3. To pay such money or part of that money together with any yield to the land reform beneficiaries when they receive rights in the State Forest or part of the State Forest involved;
  - 2.9.4. To pay such money or part of that money together with any yield to the State, or the Ingonyama Trust where applicable when it is clear that the beneficiaries will not acquire rights in the State Forest and;
  - 2.9.5. To pay such money or part of that money periodically to successful claimant.
- 2.10. To effect the above, the Kabelo Land Restitution and Development Trust was established, and the Minister appointed the Trustees who have the responsibility of administering the activities of the Trust and to exercise the fiduciary duties with due care, diligence and good faith.
- 2.11. The Trust has a responsibility to ensure that funds disbursed to communities are utilised for the benefit of the communities and not the selected few. In this regard, a Disbursement Model was approved by



the Trust after consultation with the claimant communities. In terms of the Disbursement Model communities should have proper governance and accountability measures on the use of funds.

- 2.12. In recognition of different capabilities within beneficiary communities in accounting for the funds and the development of the business plans as required by the Disbursement Model, the Trust through the DFFE would like to appoint a Project Manager to manage the projects for the communities.
- 2.13. The responsibilities of the Project manager will therefore focus on the following:
  - 2.13.1. The development of business plans for community development projects and initiatives;
  - 2.13.2. Capacity building of the land claims beneficiaries on financial, operational and project management skills;
  - 2.13.3. Monitoring of the implementation of the projects and initiatives; and
  - 2.13.4. Report to the Kabelo Trust on a periodical basis (quarterly, and/or annual and/or as may be required) on the projects and initiatives for which the Project Manager is responsible to manage.

### **3. OBJECTIVES**

- 3.1. To appoint a Project Manager to manage projects of the land restitution claimant communities, whose land restitution claims have been settled in terms of Section 42D of the Restitution of Land Rights Act, Act 22 of 1994 as amended.
- 3.2. To ensure that such claimant communities comply with the disbursement model template (appendix as Annexure A) approved by the Kabelo Land Restitution and Development Trust for the utilisation of lease rental money for community development projects.

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

#### **4.1. Development of Business Plans**

- 4.1.1. The Project manager's responsibility in the development of business plans for community development projects shall include the following:
  - Evaluating the feasibility of community project proposals based on community needs, expectations and available resources;
  - Assisting communities with the completion of the funding request template (appendix as Annexure B), in terms of which the Project Manager will need to include information such as the design and development of community projects, work breakdown structure, project scope and management;

- Assist communities with the preparation of cost management plans (project quotations, estimated costs, direct costs, indirect costs, fixed and variable costs and labour costs);
- Assist communities on how to manage cash flow for projects that are generating revenue;
- Assist communities with the project resources and procurement planning (what to procure, how much to procure, when to procure, when is it required, where to procure and how to procure);
- Facilitate community acceptance of project proposals through community resolutions; and
- Facilitate the adjudication and ultimate approval of community project, initiative proposals and business plans by the Kabelo Trust.

## **4.2. Capacity Building**

4.2.1. The Project Manager's responsibility on capacity building shall include:

- Assisting with the identification of community training needs and the range of skills required to effectively and efficiently execute the identified projects and initiatives;
- Facilitating the mentoring and coaching of community projects teams regarding the preparations of project annual plans, project progress reports; and
- Facilitating the implementation of community training needs to develop the range of skills required to effectively and efficiently execute the identified projects and initiatives.

## **4.3. Monitoring the implementation of the community projects**

4.3.1. The Project Manager's responsibilities on project monitoring shall include:

- Monitoring the projects performance by comparing the actual progress against planned progress in the project work packages and activities;
- Monitoring and controlling deviations from the project and initiatives plans; and
- Identifying areas that need intervention, facilitate communication of these to the community and propose solutions in line with the community aspirations.

## **4.4. Reporting to Kabelo Land Restitution and Development Trust**

4.4.1. The Project Manager's responsibilities shall include:

- Preparation of quarterly reports and/or as required on community projects performance or implementation;
- Submission of annual audited financial reports to the Kabelo Trust on projects/initiatives implemented and the financial status of the community with the successful bidder for identified projects/initiatives and as and when necessary, attend meetings of the Kabelo Trust by invitation of the Board to report on progress.

## **5. EXPECTED DELIVERABLES / OUTCOMES**

5.1. The Project Manager shall be required to deliver the following to the Kabelo Trust:

- 5.1.1. Detailed and comprehensive projects business plans for each of the land claimant communities (3 years);
- 5.1.2. Annual project plans for each of the land claimant communities.
- 5.1.3. Detailed cost management plans for annual projects; and
- 5.1.4. Quarterly and annual reports on projects- this will include financial and community capacity building

## **6. PERIOD / DURATION OF PROJECT / ASSIGNMENT**

6.1. Project must be completed within thirty-six (36) months after the signing of the SLA by both parties (between Kabelo Trust and the Project Management Company) and issuing of an official order by the Department

## **7. INFORMATION SITE VISITS**

- 7.1. There will be NO information session with any representative from DFFE.
- 7.2. Request for clarification of the tender document, questions or queries, if necessary, must be submitted to 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 bidder.

## **8. INFORMATION SESSION**

8.1. Is the Briefing Session Applicable?

<b>NO</b>
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## **9. COSTING / COMPREHENSIVE BUDGET**

- 9.1. Comprehensive offer must be provided inclusive of all costs, expenses and all applicable taxes. Note: Travelling costs and time spent or incurred between home and the office of the project manager and the DFFE office will not be for the account of the DFFE.
- 9.2. A comprehensive offer must be provided in the same envelope as the technical proposal inclusive of all disbursement costs, expenses and VAT (Annexure A - Price Schedule /guidance: Service provider must quote for all activities as included in the Pricing Schedule unless indicated otherwise).

- 9.3. DFFE reserves the right to negotiate price with a recommended service provider identified in the evaluation process without offering the same opportunity to any other bidder (s) who have not been recommended.
- 9.4. Validity period is 120 days from the closing from the closing (delete) date of bid.

## **10. EVALUATION CRITERIA**

**10.1.** The evaluation for this bid will be carried out in the following three (3) phases:

- Phase 1: Pre-compliance
- Phase 2: Functionality Evaluation
- Phase 3: Price and Preference Points

### **10.2. PHASE 1: PRE-COMPLIANCE**

- 10.1. During this phase bid documents will be reviewed to determine compliance with SCM returnable documents, tax matters and whether proof of registration on the Central Supplier Database (CSD) has been submitted with the bid documents at the closing date and time of the bid. Bids which do not satisfy the compliance criteria may not be evaluated further.
- 10.2. The bid proposal will be screened for compliance with administrative requirements as indicated below:

<b>ITEM NO.</b>	<b>ADMINISTRATIVE REQUIREMENTS</b>	<b>CHECK/ COMPLIANCE</b>
1	Master Bid Document	Provided and bound
2	Electronic Copy (USB)	Same as the master bid document
3	SCM - SBD 1 - Invitation to Bid	Completed and signed
4	Tax Compliance and CSD Registration	Attached CSD registration number/ Proof of CSD registration and/ or SARS Tax Pin
5	SBD 3.3 - Pricing Schedule	Completed
6	SCM - SBD 4 – Bidders 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	In case of bids where Consortia / Joint Ventures, Consortia/ Joint Venture agreement signed by both parties must be submitted with bid proposal	JV agreement completed and signed, if applicable

\*DFFE reserves the right to reject proposals that are not submitted in the prescribed format or where information presented is illegible or incomplete and will not be evaluated further

\*\*DFFE reserves the right to request such information during the evaluation process of the proposal and the information must be presented within the DFFE stipulated timelines. Failure to do so may lead to disqualification.

### 10.3. PHASE 2: FUNCTIONALITY CRITERIA

10.3.1. Only bid proposals that meet pre-compliance requirements will be evaluated on functionality criteria.

10.3.2. The bidder must score a minimum of **75%**, during Phase 2 (functionality/ technical) of the evaluation to qualify for Phase 3 of the evaluation where only points for price and BBBEE will be considered.

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

GUIDELINES FOR CATEGORY CRITERIA	FUNCTIONALITY (To be determine by project managers in line with scope of work): (GUIDELINES FOR CRITERIA APPLICATION)	Weight														
A DETAILED PROPOSED PROJECT PLAN, METHODOLOGY AND MANAGEMENT OF THE PROJECT IN MANAGING LAND RESTITUTION PROJECTS	A detailed project plan with intermediate and final outputs and identified methodology, management of project, deliverables, timeframes, milestones.	30														
	<table><tr><th>Project plan, methodology and project management in managing land restitution projects</th><th>Indicator</th></tr><tr><td>Project plan and methodology action well broken down; with detailed objectives and milestones.</td><td>5</td></tr><tr><td>Project plan and methodology, action identification basic; clear objectives and clear milestones.</td><td>4</td></tr><tr><td>Action plan provided with no deliverables and timeframes.</td><td>3</td></tr><tr><td>Limited information provided on the action plan</td><td>2</td></tr><tr><td>Task not well understood.</td><td>1</td></tr><tr><td>No information provided</td><td>0</td></tr></table>		Project plan, methodology and project management in managing land restitution projects	Indicator	Project plan and methodology action well broken down; with detailed objectives and milestones.	5	Project plan and methodology, action identification basic; clear objectives and clear milestones.	4	Action plan provided with no deliverables and timeframes.	3	Limited information provided on the action plan	2	Task not well understood.	1	No information provided	0
	Project plan, methodology and project management in managing land restitution projects		Indicator													
	Project plan and methodology action well broken down; with detailed objectives and milestones.		5													
	Project plan and methodology, action identification basic; clear objectives and clear milestones.		4													
	Action plan provided with no deliverables and timeframes.		3													
	Limited information provided on the action plan		2													
	Task not well understood.		1													
No information provided	0															

QUALIFICATIONS OF THE PROJECT MANAGER TO BE ASSIGNED TO THE PROJECT FOR TRANSLATION OF THE GUIDELINE.	<p>Relevant qualification in the areas of. Forestry/agriculture or Community development or development studies or Land reform and rural development or business management/development or Enterprise development or Agricultural economics</p> <table><tr><th>Qualifications of the Project Manager</th><th>Indicator</th></tr><tr><td>A Masters qualification and above</td><td>5</td></tr><tr><td>An honours or equivalent qualification (s)</td><td>4</td></tr><tr><td>A degree qualification (s)</td><td>3</td></tr><tr><td>A three-year diploma qualification (s)</td><td>2</td></tr><tr><td>Two years diploma or a certificates qualification (s)</td><td>1</td></tr><tr><td>No qualification (s) attached/ submitted</td><td>0</td></tr></table>	Qualifications of the Project Manager	Indicator	A Masters qualification and above	5	An honours or equivalent qualification (s)	4	A degree qualification (s)	3	A three-year diploma qualification (s)	2	Two years diploma or a certificates qualification (s)	1	No qualification (s) attached/ submitted	0	10
Qualifications of the Project Manager	Indicator															
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An honours or equivalent qualification (s)	4															
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No qualification (s) attached/ submitted	0															
QUALIFICATIONS OF THE 1 <sup>ST</sup> TEAM MEMBER TO BE ASSIGNED TO THE PROJECT FOR TRANSLATION OF THE GUIDELINE.	<p>Relevant qualification in the areas of Spatial planning and development</p> <table><tr><th>Qualifications of the 1<sup>st</sup> Team Member</th><th>Indicator</th></tr><tr><td>A Masters qualification and above</td><td>5</td></tr><tr><td>An honours or equivalent qualification (s)</td><td>4</td></tr><tr><td>A degree qualification (s)</td><td>3</td></tr><tr><td>A three-year diploma qualification (s)</td><td>2</td></tr><tr><td>Two years diploma or a certificates qualification (s)</td><td>1</td></tr><tr><td>No qualification (s) attached/ submitted</td><td>0</td></tr></table>	Qualifications of the 1 <sup>st</sup> Team Member	Indicator	A Masters qualification and above	5	An honours or equivalent qualification (s)	4	A degree qualification (s)	3	A three-year diploma qualification (s)	2	Two years diploma or a certificates qualification (s)	1	No qualification (s) attached/ submitted	0	5
Qualifications of the 1 <sup>st</sup> Team Member	Indicator															
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No qualification (s) attached/ submitted	0															
QUALIFICATIONS OF THE 2 <sup>ND</sup> TEAM MEMBER TO BE ASSIGNED TO THE PROJECT FOR TRANSLATION OF THE GUIDELINE.	<p>Relevant qualification in the areas of. Financial accounting management , internal auditing</p> <table><tr><th>Qualifications of 2<sup>nd</sup> Team Member</th><th>Indicator</th></tr><tr><td>A Masters qualification and above</td><td>5</td></tr><tr><td>An honours or equivalent qualification (s)</td><td>4</td></tr><tr><td>A degree qualification (s)</td><td>3</td></tr><tr><td>A three-year diploma qualification (s)</td><td>2</td></tr><tr><td>Two years diploma or a certificates qualification (s)</td><td>1</td></tr><tr><td>No qualification (s) attached/ submitted</td><td>0</td></tr></table>	Qualifications of 2 <sup>nd</sup> Team Member	Indicator	A Masters qualification and above	5	An honours or equivalent qualification (s)	4	A degree qualification (s)	3	A three-year diploma qualification (s)	2	Two years diploma or a certificates qualification (s)	1	No qualification (s) attached/ submitted	0	5
Qualifications of 2 <sup>nd</sup> Team Member	Indicator															
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Two years diploma or a certificates qualification (s)	1															
No qualification (s) attached/ submitted	0															
TECHNICAL CAPABILITY/ EXPERTISE AND TRACK RECORD OF THE PROJECT MANAGER TO BE ASSIGNED TO THE PROJECT	<p>Bidder (s) are required to demonstrate that they have the necessary resources and technical expertise to undertake and successfully complete the project.</p> <p>Bidder (s) should submit curriculum vitae for the Project Manager proposed to be employed on the project. Curriculum vitae are to include specific details of these individuals including, inter alia, relevant experience, technical qualifications and past experience</p>	20														

TECHNICAL CAPABILITY/ EXPERTISE AND TRACK RECORD OF THE 1 <sup>ST</sup> TEAM MEMBER TO BE ASSIGNED TO THE PROJECT,	<table><tr><th>Experience of the Project Manager in: Forestry/Agriculture Community Development, Development Studies (Land Reform and Rural Development)Business Management/ Development, Enterprise Development, Agricultural Economics</th><th>Indicator</th></tr><tr><td>8 years' experience or more</td><td>5</td></tr><tr><td>7 and less than 8 years' experience</td><td>4</td></tr><tr><td>6 and less than 7 years' experience</td><td>3</td></tr><tr><td>4 and less than 6 years' experience</td><td>2</td></tr><tr><td>2 and less than 4 years' experience</td><td>1</td></tr><tr><td>Less than 2 years' experience or no experience</td><td>0</td></tr></table>	Experience of the Project Manager in: Forestry/Agriculture Community Development, Development Studies (Land Reform and Rural Development)Business Management/ Development, Enterprise Development, Agricultural Economics	Indicator	8 years' experience or more	5	7 and less than 8 years' experience	4	6 and less than 7 years' experience	3	4 and less than 6 years' experience	2	2 and less than 4 years' experience	1	Less than 2 years' experience or no experience	0		
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	7 and less than 8 years' experience	4															
	6 and less than 7 years' experience	3															
	4 and less than 6 years' experience	2															
	2 and less than 4 years' experience	1															
	Less than 2 years' experience or no experience	0															
	<p>Bidder (s) are required to demonstrate that they have the necessary resources and technical expertise to undertake and successfully complete the project.</p>																
	<p>Bidder (s) should submit curriculum vitae for the 1<sup>st</sup> Member proposed to be employed on the project. Curriculum vitae are to include specific details of these individuals including, inter alia, relevant experience, technical qualifications and experience in spatial planning and development</p>																
	<table><tr><th>Experience of the 1<sup>st</sup> Team Member in: Spatial Planning and Development</th><th>Indicator</th></tr><tr><td>8 years' experience or more</td><td>5</td></tr><tr><td>7 and less than 8 years' experience</td><td>4</td></tr><tr><td>6 and less than 7 years' experience</td><td>3</td></tr><tr><td>4 and less than 6 years' experience</td><td>2</td></tr><tr><td>2 and less than 4 years' experience</td><td>1</td></tr><tr><td>Less than 2 years' experience or no experience</td><td>0</td></tr></table>	Experience of the 1 <sup>st</sup> Team Member in: Spatial Planning and Development	Indicator	8 years' experience or more	5	7 and less than 8 years' experience	4	6 and less than 7 years' experience	3	4 and less than 6 years' experience	2	2 and less than 4 years' experience	1	Less than 2 years' experience or no experience	0		5
	Experience of the 1 <sup>st</sup> Team Member in: Spatial Planning and Development	Indicator															
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<p>Bidder (s) are required to demonstrate that they have the necessary resources and technical expertise to undertake and successfully complete the project.</p>																	
<p>Bidder (s) should submit curriculum vitae for the 2<sup>nd</sup> Team Member proposed to be employed on the project. Curriculum vitae are to include specific details of these individuals including, inter alia, relevant experience, technical qualifications and experience in financial accounting management / financial auditing/ drafting financial statements</p>		5															

TECHNICAL CAPABILITY/ EXPERTISE AND TRACK RECORD OF THE 2 <sup>ND</sup> TEAM MEMBER TO BE ASSIGNED TO THE PROJECT,	<table><tr><th>Experience of the Project Manager in: Financial Accounting Management / Financial Auditing/ drafting Financial Statements</th><th>Indicator</th></tr><tr><td>8 years' experience or more</td><td>5</td></tr><tr><td>7 and less than 8 years' experience</td><td>4</td></tr><tr><td>6 and less than 7 years' experience</td><td>3</td></tr><tr><td>4 and less than 6 years' experience</td><td>2</td></tr><tr><td>2 and less than 4 years' experience</td><td>1</td></tr><tr><td>Less than 2 years' experience or no experience</td><td>0</td></tr></table>	Experience of the Project Manager in: Financial Accounting Management / Financial Auditing/ drafting Financial Statements	Indicator	8 years' experience or more	5	7 and less than 8 years' experience	4	6 and less than 7 years' experience	3	4 and less than 6 years' experience	2	2 and less than 4 years' experience	1	Less than 2 years' experience or no experience	0	10
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TECHNICAL CAPABILITY/ EXPERTISE AND TRACK RECORD OF THE 3 <sup>D</sup> TEAM MEMBER TO BE ASSIGNED TO THE PROJECT,	<p>Bidder (s) are required to demonstrate that they have the necessary resources and technical expertise to undertake and successfully complete the project.</p> <p>Bidder (s) should submit curriculum vitae for the key personnel proposed to be employed on the project. Curriculum vitae are to include specific details of these individuals including, inter alia, relevant experience, technical qualifications and experience in Capacity Building</p> <table><tr><th>Experience of the 3<sup>rd</sup> Team Member in: Capacity Building</th><th>Indicator</th></tr><tr><td>8 years' experience or more</td><td>5</td></tr><tr><td>7 and less than 8 years' experience</td><td>4</td></tr><tr><td>6 and less than 7 years' experience</td><td>3</td></tr><tr><td>4 and less than 6 years' experience</td><td>2</td></tr><tr><td>2 and less than 4 years' experience</td><td>1</td></tr><tr><td>Less than 2 years' experience or no experience</td><td>0</td></tr></table>	Experience of the 3 <sup>rd</sup> Team Member in: Capacity Building	Indicator	8 years' experience or more	5	7 and less than 8 years' experience	4	6 and less than 7 years' experience	3	4 and less than 6 years' experience	2	2 and less than 4 years' experience	1	Less than 2 years' experience or no experience	0	
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6 and less than 7 years' experience	3															
4 and less than 6 years' experience	2															
2 and less than 4 years' experience	1															
Less than 2 years' experience or no experience	0															
THE COMPANY'S EXPERIENCE, TRACK RECORD AND KNOWLEDGE IN THE FIELD OF RURAL / BUSINESS DEVELOPMENT	<ul style="list-style-type: none"><li>• Bidder (s) are required to demonstrate relevant past experience and competency of the company in Community Development or projects similar nature</li><li>• Bidder (s) should submit full details of signed positive references for, projects of a similar scope which were successfully completed in the previous years in Rural / Business Development</li></ul>	10														



	<b>Company experience in Rural / Business Development or projects of similar nature</b>	<b>Indicator</b>	
	5 Projects completed with duly signed Completion Certificates/References Letters	5	
	4 Projects completed with duly signed Completion Certificates/References Letters	4	
	3 Projects completed with duly signed Completion Certificates/References Letters	3	
	2 Projects completed with duly signed Completion Certificates/References Letters	2	
	1 Projects completed with duly signed Completion Certificates/References Letters	1	
	0 Project completed with duly signed Completion Certificates/References Letters	0	
<b>Total points on functionality</b>			<b>100</b>

#### 10.4. PHASE 3: PRICE AND PREFERENCE POINTS

10.4.1. The following preference point system will be followed to advance the categories of persons:

- a) For contracts with a Rand value **up to 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  $Ps=80[1-(Pt-Pmin)/Pmin]$ . Provided:
    - Ps = Points scored for price of tender under consideration;
    - Pt = Price of tender under consideration; and
    - Pmin = Price of the lowest applicable tender.
  - ii. A total of 20 points may be awarded to a tenderer as follows:
    - 20 points: if the Bidder has more than 50% (fifty percent) by Black people, Women, or people with disabilities
    - 0 Points: for 50% and below ownership by stipulated categories of persons

10.4.2. **A contract may be awarded to a tenderer that did not score the highest points only in accordance with section 2(1)(f) of the PPPFA.**

10.4.3. Bid will be awarded to a bidder with the highest points on price 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.

10.4.4. The DFFE reserves the right to negotiate prices that are not deemed market related and not to award the tender to the bidder with the lowest price.

10.4.5. Preference point system applicable for this bid is: **80/20**

10.4.6. A total of **20** points will be allocated for either of the specific goals:

<b>SPECIFIC GOALS</b>	<b>80/20</b>
<b>&gt;50% ownership by Black people, Or</b>	<b>20</b>
<b>&gt;50% ownership by Women, Or</b>	<b>20</b>
<b>&gt;50% ownership by people with Disability</b>	<b>20</b>

10.4.7. For bidders to claim preference points, the following must be adhered to:

- a. Submit a complete and signed SBD 6.1,
- b. Submit a valid B-BBEE Status Level Verification Certificate issued by SANAS Accredited Verification Agency; or B-BBEE Certificate issued by CIPC, or Sworn Affidavit commissioned by Commissioner of Oaths or A Consolidated Joint Venture B-BBEE Verification Certificate clearly outlining the % ownership by black people, women and people with disabilities.
- c. Verification Certificate means a B-BBEE Certificate issued in compliance with the B-BBEE Codes of Good Practice or Sector Codes issued in terms of Section 9 1 of the Broad Based Black Economic Empowerment Act 53 of 2003 as amended by Act 46 of 2013.
- d. Unincorporated Joint Ventures are required to submit a consolidated B-BBEE verification certificate.

## **11. BID SUBMISSION REQUIREMENTS**

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

- 11.1.1. The service provider must draft a table of contents which will indicate where each document is in the proposal.
- 11.1.2. The proposal shall consist of one (1) master original document and must clearly indicate the prices on SBD 3.1 and Annexure A for detailed price schedule.
- 11.1.3. The information in the CV of the proposed Project Manager should include relevant experience in the chosen area of expertise.
- 11.1.4. Project reference specifying the role played by the service provider in the listed projects or assignments.
- 11.1.5. The profile of the company should include a full description of similar work undertaken.
- 11.1.6. Positive reference letters that specify the role played by the service provider in the listed projects or assignments, project value and the duration of the project (start and end date).

- 11.1.7. A detailed project plan with clear indication of who will be responsible for the management of the assignment as well as its execution. The allocation of team members on the assignments should be based on the experience in delivering the scope of work as listed
- 11.1.8. Standard bidding documents (SBD1, 3.3, 4 and 6.1).
- 11.1.9. Copy of Central Supplier Database (CSD) report or tax pin certificate from SARS.

## **12.LEGISLATIVE FRAMEWORK OF THE BID**

### **12.1 Tax Legislation**

- 12.1.1 Bidder must at all time attempt to be compliant when submitting proposal to DFFE and remain compliant for the entire contract term with all applicable tax legislation, including but not limited to the Income Tax Act, 1962 (Act No. 58 of 1962) and Value Added Tax Act, 1991 (Act No. 89 of 1991).
- 12.1.2 Bidders 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 R50 000 has been exceeded in the past 12-month period.
- 12.1.3 Bidders who meet the above requirement must register as VAT vendors, if successful, within one month of award of the bid.
- 12.1.4 SARS Tax Status Pin requirements / or Central Supplier Database (CSD) number or report must be provided.

### **12.2 Procurement Legislation**

- 12.2.1 Bidders should be cognisant of the legislation and/or standards specifically applicable to the services.
- 12.2.2 Bidders are requested to submit a valid B-BBEE Status Level Verification Certificate issued by SANAS, or Accredited Verification Agency; or B-BBEE Certificate issued by CIPC, or Sworn Affidavit commissioned by Commissioner of Oaths together with their bids.
- 12.2.3 If the application is made by a Joint Venture or Partnership, the accreditation credentials in name of joined entities should be submitted. Members in the joint venture must meet the requirement of the proposal.

### **12.3 Privacy and Protection of Personal Information Act 4 of 2013**

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

### **13.SPECIAL CONDITIONS OF CONTRACT**

- 13.1 The performance measures for the project manager to manage land restitution projects will be closely monitored by the Project Manager.
- 13.2 The Programme Manager shall do the ongoing management of the Service Level Agreement.
- 13.3 The appointed Service Provider will be subjected to security vetting and screening.
- 13.4 All the conditions specified in the **General Conditions of Contract (GCC)** will apply and where the conditions in the special conditions of contract contradicts the conditions in the general conditions of contract the special conditions of contract will prevail.
- 13.5 The Service Provider/s will submit weekly reports for the first three months and quarterly progress reports as per the agreed workplan, to the Project manager, within 3 days after the set date. Submitted in both soft and hard copies. Failure to submit the required reports on time will result in penalties of up to 5%.

- 13.6 The service provider must guarantee the presence of the Project Manager in charge of programme throughout the duration of the contract.
- 13.7 Prior to the appointment of a replacement, the Programme Manager must approve such appointment. If the senior must leave the project, a period of at least a month is required in which the senior must work parallel with the next person (senior consultant with similar expertise and equal years of experience) appointed to be able to transfer skills and knowledge.
- 13.8 The service provider shall notify the Department in writing of all subcontracts awarded under this contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the service provider from any liability or obligation under the contract.
- 13.9 A Letter of Authority to sign documents on behalf of the company.
- 13.10 The service provider will submit monthly progress reports as per the agreed to workplan, to the Programme Manager, within 3 days after the set date
- 13.11 The proposals should be submitted with all required information containing technical information.
- 13.12 Bidders failing to meet pre-compliance requirements may be automatically disqualified.
- 13.13 A trust, consortium or joint venture will qualify for Preference Points if their average combined ownership is more than 50% (fifty percent) of ownership on specific goals (e.g. two or more companies claiming preference points, Ownership/ Directorship will be combined and divided by the number of companies to ascertain the preference points),
- 13.14 DFFE reserves the right to request additional information to validate any information submitted by bidders including preference points claimed
- 13.15 For bidders to claim preference points, the following must be adhered to;**
- 13.15.1 Submit a complete and signed SBD 6.1,
  - 13.15.2 Submit a Medical Certificate/ completed Departmental Disability Claim Form signed by a medical practitioner with a practice number.(where applicable)
  - 13.15.3 Submit 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.
- 13.16 If the DFFE is of the view that a Bidder submitted false information regarding a Specific Goal, the DFFE must inform the Bidder accordingly and give the Bidder an opportunity to make representations within 14 (fourteen) days as to why:-
- 13.16.1 the Tender may not be disqualified, or,

- 13.16.2 if the Tender has already been awarded to the Bidder, the contract or order should not be terminated in whole or in part.
- 13.17 After considering the representations, the DFFE may, if it concludes that the information relating to a Specific Goal is false, disqualify the Bidder or terminate the Contract in whole or in part and if applicable, claim damages from the Bidder.
- 13.18 Poor or non-performance by the bidder will result in cancellation of contract / orders.
- 13.19 Please take note that DFFE is not bound to select any of the firms' submitting proposals. DFFE reserves the right not to award any of the bids and not to award the contract to the lowest bidding price.
- 13.20 DFFE will not be held responsible for any costs incurred by the service providers in the preparation, presentation, and submission of the proposal.

#### **13.21 SUB-CONTRACTING CONDITIONS/ REQUIREMENTS**

- 13.21.1. In case a tenderer is intending to sub-contract portion of work, such tenderer must submit a sub-contracting agreement clearly indicating the percentage to be sub-contract against the prospective contract amount.
- 13.21.2. A tenderer sub-contracting will be allocated points for specific goals on condition that the main contractor has more than 50% (fifty percent) of ownership on specific goals: Black people, Women, or people with disabilities.
- 13.21.3. In case a tenderer is intending to sub-contract portion of work, such tenderer awarded a contract shall only enter into sub-contracting arrangements with the approval of the DFFE.
- 13.21.4. Where the main contractor intends to replace the sub-contractor, prior approval must be granted by the DFFE.
- 13.21.5. In case of bids where Consortia / Joint Ventures / Sub-contractors are involved, such must be clearly indicated and each party must submit a separate copy of a valid Tax Clearance Certificate or copy of Tax Compliance Status Pin or CSD/ MA supplier Number together with the bid.

#### **14. PAYMENT TERMS**

- 14.1. DFFE undertakes to pay out in full or as per deliverables within 30 (thirty) days all valid claims for work done to its satisfaction upon presentation of a substantiated claim and the required reports stipulated in

special conditions. No payment will be made where there is outstanding information/ work not submitted by the Service Provider/s until that outstanding information is submitted.

## **15. TECHNICAL ENQUIRIES**

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

Project Manager:	Ms Ntombekaya Maku
Office Telephone No:	012 309 5747
Cell phone No:	060 973 4542
E-mail Address:	NMaku@dffe.gov.za

# 16. PRICE SCHEDULE – ANNEXURE A

#	ACTIVITIES	Name of the Expert supported by Roles and Responsibility per activity	Allocated Hours (A)	Rates per Hour Excl. VAT (B)	Total Price Excl. VAT (A x B)
1.	Development of Business Plans 4 months				
2.	Training / Capacity Building For 100) Community Members				
3.	Monitoring the implementation of community projects				
4.	Reporting to Kabelo Land Restitution and Development Trust 2 days				
<b>Total Hours</b>	<b>1 200 Hrs = Total Project Hours inclusive of all costs</b>				
				Total Fees	<b>R</b>
				VAT @ 15%	<b>R</b>
				<b>Total Project Cost</b>	<b>R</b>



# **THE NATIONAL TREASURY**

**Republic of South Africa**



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## **GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT**

**July 2010**

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

**NOTES**

The purpose of this document is to:

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

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

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

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## **General Conditions of Contract**

### **1. Definitions**

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

RSA.

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

obligations of the supplier covered under the contract.

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

## **2. Application**

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

## **3. General**

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

## **4. Standards**

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

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

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

## **6. Patent rights**

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

**7. Performance security**

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

**8. Inspections, tests and analyses**

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

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

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

## **9. Packing**

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

## **10. Delivery and documents**

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

## **11. Insurance**

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

## **12. Transportation**

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

## **13. Incidental services**

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



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

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

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

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

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

#### **15. Warranty**

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

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

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

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

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

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

**16. Payment**

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

**17. Prices**

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

**18. Contract amendments**

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

**19. Assignment**

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

**20. Subcontracts**

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

**21. Delays in the supplier's performance**

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

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

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

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

## **22. Penalties**

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

## **23. Termination for default**

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

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

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

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

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

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

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

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

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

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

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

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

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

may be due to him

**25. Force Majeure**

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

**26. Termination for insolvency**

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

**27. Settlement of Disputes**

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

**28. Limitation of liability**

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

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

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

Js General Conditions of Contract (revised July 2010)