

INVITATION TO BID

BID NUMBER: DFFE-B017 (25-26)

THE APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER TO DEVELOP A PROCEDURE MANUAL FOR THE KABELO LAND RESTITUTION AND DEVELOPMENT TRUST FOR A PERIOD OF SIX (06) MONTHS.

ENQUIRIES:

Name : SCM Officials

E-Mail : Tenders@dffe.gov.za

NATIONAL TREASURY CENTRAL SUPPLIER DATABASE (CSD) REGISTRATION INFORMATION

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

THE CLOSING DATE OF THE BID: 02 FEBRUARY 2026 AT 11:00 AM

There will be a compulsory briefing session:

Date: 11th of December 2025

Time: 11:00 AM - 12:00

Platform: Microsoft Teams (the meeting Join now)

PART A INVITATION TO BID

			FOR RE	QUIREMENTS OF THE					ONMENT.
BID NUMBER:		17 (25-26)		CLOSING DATE:		FEBRUARY 2026	CLOSING TI		
DESCRIPTION THE APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER TO DEVELOP A PROCEDURE MANUAL FOR THE KABELO LAND RESTITUTION AND DEVELOPMENT TRUST FOR A PERIOD OF SIX (06) MONTHS									
BID RESPONSE	DOCUME	NTS MUST	BE DE	POSITED IN THE BID E	BOX S	ITUATED AT (STREE	T ADDRESS)		
Department of F	orestry, Fi	sheries ar	nd the E	nvironment, The Envir	onme	nt House,			
473 Steve Biko I	Road, Cnr	Soutpansl	berg an	d Steve Biko Road, Ar	cadia,	Pretoria /Tshwane			
BIDDING PROCI	EDURE EN	QUIRIES I	MAY BE	DIRECTED TO:	TEC	HNICAL ENQUIRIES I	MAY BE DIREC	TED TO:	
CONTACT PERS	SON	SCM Offi	cials		CON	ITACT PERSON			
TELEPHONE NU	JMBER				TELE	EPHONE NUMBER			
FACSIMILE NUM	1BER	N/A			FAC	SIMILE NUMBER			
E-MAIL ADDRES	SS	tenders@)dffe.go	v.za	E-M	AIL ADDRESS			
SUPPLIER INFO	RMATION	T							
NAME OF BIDDE	ER								
POSTAL ADDRE	SS								
STREET ADDRE	SS						1		
TELEPHONE NU	JMBER	CODE			NU	JMBER			
CELLPHONE NU	JMBER						ı		
FACSIMILE NUM	1BER	CODE			NU	JMBER			
E-MAIL ADDRES									
VAT REGIS' NUMBER	TRATION								
SUPPLIER COM	PLIANCE	TAX				CENTRAL			
STATUS		COMPLIA SYSTEM			OR	SUPPLIER DATABASE No:	MAAA		
B-BBEE STATUS	S LEVEL			PLICABLE BOX]		BEE STATUS LEVEL		CK APPLICABLE B	OX]
VERIFICATION CERTIFICATE					SWC	ORN AFFIDAVIT			
			Yes	□ No					No
				ION CERTIFICATE/ S E POINTS FOR B-BB		RN AFFIDAVIT (FOR	PEMES & QS	Es) MUST BE SU	BMITTED IN
ARE YOU THE A	CCREDITE	ΞD			\DE	YOU A FOREIGN BAS	SED		
REPRESENTATI AFRICA FOR TH		JTH	□Ye	s No		PLIER FOR THE GOO		□Yes	□No
/SERVICES /WO		RED?	(IF YE	S ENCLOSE PROOF]	/SEF	RVICES /WORKS OFF	ERED?	IF YES, ANSWER	R PART B:31
QUESTIONNAIR	E TO BIDD	ING FOR							
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?									
	DOES THE ENTITY HAVE A BRANCH IN THE RSA?			_					
	DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?					_			
				INCOME IN THE RSA?				YES _	_
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.									

PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED—(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
- 1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).

2. TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
- 2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

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

PRICING SCHEDULE (Professional Services)

NAME OF BIDDE CLOSING TIME	ER:		E-B017(25-26) TE: 02 February 2026
OFFER TO BE V	ALID FOR 120 DAYS FROM THE CLOSING DATE OF BID.		
	: THE APPOINTMENT OF A PROFESSIONAL SERVICE PRO ELO LAND RESTITUTION AND DEVELOPMENT TRUST FOR		
		**(ALL APPLICABLE T	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.	R	
3.	PERSONS WHO WILL BE INVOLVED IN THE PROJECT AND RATES APPLICABLE (CERTIFIED INVOICES MUST BE RENDERED IN TERMS HEREOF)		
4.	PERSON AND POSITION	HOURLY RATE	DAILY RATE
		R	
		R	
		R	
		R	
		R	
5.	PHASES ACCORDING TO WHICH THE PROJECT WILL BE		

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

COMPLETED, COST PER PHASE AND MAN-DAYS TO BE

SPENT

 	 R
 	 R
 	 R
 	 R
TOTAL: R	

R----- days
R----- days
R----- days

QUANTITY

----- days

AMOUNT

R-----

RATE

^{** &}quot;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 checke for correctness. Proof of the expenses must accompany invoices.	d		
	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.			

Any enquiries regarding bidding procedures may be directed to the -

Department of Forestry, Fisheries and the Environment

Contact Person: SCM Officials E-mail: <u>Tenders@dffe.gov.za</u>

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest1 in the enterprise, employed by the state?

YES/NO

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

Full Name	Identity Number	Name of State institution

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

2.2.1 If so, furnish particulars:

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

	SE
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

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

to be true and complete in every respect:

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;

submitting the accompanying bid, do hereby make the following statements that I certify

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

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

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



THE DEPARTMENT OF FORESTRY, FISHERIES AND THE ENVIRONMENT (DFFE) AS AN ORGAN OF STATE SUBSCRIBES TO AND PROPAGATES BOTH THE NOTION OF BROAD BASED BLACK ECONOMIC EMPOWERMENT ACT, 2003 (Act No. 53 of 2003) (BBBEE), THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 (Act No. 5 of 2000) AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022.

TERMS OF REFERENCE

FOR THE APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER TO DEVELOP A PROCEDURE MANUAL FOR THE KABELO LAND RESTITUTION AND DEVELOPMENT TRUST FOR A PERIOD OF SIX (06) MONTHS.

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1. PURPOSE

1.1 To appoint a Professional Service Provider (PSP) that will develop a procedure manual for the Kabelo Land Restitution and Development Trust number (Kabelo Trust) (IT 1471/09) based on the existing Trust Deed. This procedure manual would serve as an internal control measure that would govern the administration of the Kabelo Trust.

2. INTRODUCTION AND BACKGROUND

- 2.1 The National Forest Act, 1998 (Act No. 84 of 1998) as amended allows the Minister of Forestry, Fisheries, and the Environment (the Minister) to establish a Trust which would be responsible for the collection, management, and investment of the rental money received from the lease agreements concluded with the private commercial forestry companies located in Eastern Cape, KwaZulu-Natal, and Western Cape.
- 2.2 The private companies (Lessees) are paying annual rentals to the Lessor, Department of Forestry, Fisheries, and the Environment (DFFE) for the surface use of the land. The lease rental income is kept in an interest-bearing account, until such time that payments could be made to successful land claimants. The objectives of the Trust are to:
 - 2.2.1. receive lease rental
 - 2.2.2. invest the money on behalf of land reform beneficiaries as part of the Trust property;
 - 2.2.3. 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;
 - 2.2.4. 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 forests or part of the State Forest; and
 - 2.2.5. pay such money or part of that money periodically to successful claimants.

To fulfil these obligations and responsibilities, the Trustees need to develop a well-documented procedure manual to assist them in exercising their fiduciary duties and to guide the day-to-day administration of the e Kabelo Trust.

2.3 These obligations require the trustees to be vigilant and knowledgeable in specialised areas so that they are in a position to act in the best interest of the beneficiaries whilst exercising their fiduciary duties.

3. OBJECTIVES

The project is expected to achieve the following:

- 3.1. To assist the Kabelo Trust in developing a procedure manual based on the existing Trust Deed that would serve as an internal control measure. The procedure manual would govern the administration of the Trust in accordance with all statutory provisions and requirements that are relevant to the Kabelo Trust, which are and not limited to the following:
 - 3.1.1. Public Finance Management Act, 1999 (Act No. 1 of 1999) (PFMA) section 76 (1) (c);
 - 3.1.2. Treasury Regulations (TR) all relevant chapters;
 - 3.1.3. Trust Property Control Act, 1988 (Act No. 57 of 1988); and
 - 3.1.4. National Forests Act, 1998 (Act No 84 of 1998); or any other relevant pieces of legislation or provision that Trustees deem fit.
- 3.2. To identify critical areas from the Trust Deed that needs clarity by listing the instructions step-by-step, on how to complete certain tasks or how to handle specific situations when they arise. The PSP is therefore expected to develop procedure manual that need to be followed in the execution of the responsibilities of Trustees.

4. SCOPE AND EXTENT OF WORK

The following areas of work are expected to be covered in this project:

- 4.1. To produce a procedure manual that will meet the general legal and financial requirement that governs trusts and specifically focus on the powers and duties conferred upon the Trustees by means of a Trust Deed. The manual to be developed should include but not be limited to the following:
 - 4.1.1 Financial management procedures e.g. (Investment, Banking, Payment);
 - 4.1.2 Procedure on procurement of goods and services;
 - 4.1.3 Administration support;
 - 4.1.2 Legal and regulatory compliance;
 - 4.1.3 Beneficiary management; and
 - 4.1.4 Monitoring, evaluation, and reporting.

5. EXPECTED DELIVERABLES / OUTCOMES

The following deliverable will be expected from the Professional Service Provider (PSP):

5.1. To produce a procedure manual that governs the administration of the Kabelo Trust in line with the responsibilities conferred to Trustees (Refer to the attached document titled "Redacted- Trust Deed of Kabelo Trust").

6. PERIOD / DURATION OF PROJECT / ASSIGNMENT

The project must be completed within six (06) months after the signing of the Service-Level Agreement (SLA) by both parties and the issuing of an official purchase order.

7. COSTING / COMPREHENSIVE BUDGET

- 7.1. A 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 Service Provider and the DFFE office will not be for the account of the DFFE.
- 7.2. 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).
- 7.3. The bidder must submit a bid/quotation price that aligns with the pricing schedule in Annexure A and SBD 3.3 in line with the provisions of deliverables in section 5 above. In the event of any discrepancies between the bid/quotation price, the price in SBD 3.3 will take precedence.
- 7.4. 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.
- 7.5. The validity period is 120 days from the closing date of the bid. The department reserves the right to extend the validity of the bid, where a written letter will be sent through to every bidder that responded to the bid. In terms of procedural fairness, the bidder will be given an opportunity to respond, in writing, to the terms and conditions of the bid and the bid price. Such acceptance of the terms and conditions of bid and bid price becomes legally binding in the procurement process. Any bidder, that did not respond to the extension of the bid validity period, in writing, WILL NOT be considered further for the bid upon expiry of the initial validity period.
- 7.6. The award will be based on rates only.
- 7.7. **NOTE:** If applicable, modifications (Increase/ Decrease) of the given total capped hours on the pricing schedule is **strictly prohibited**. However, bidders are allowed to be innovative in allocating the hours

across the line items or activities with the total capped hours remaining the same as provided by DFFE. Bidders who fail to comply with the requirements will be considered non-responsive and not further evaluated.

8. INFORMATION SITE VISITS

8.1. Is the briefing session applicable?

YES

8.2. Is it a compulsory briefing session?

YES

8.3. The briefing session will be held as follows:

Date: 11th of December 2025

Time: 11:00 AM – 12:00

Platform/ Venue: (Join the meeting now)

8.4. Request for clarification of the tender document, questions, or queries, if necessary, must be submitted to the DFFE email 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.

9. EVALUATION CRITERIA

- 9.1. The evaluation for this bid will be carried out in the following phases:
 - 9.1.1 Phase 1: Pre-compliance
 - 9.1.2 Phase 2: Mandatory Requirements
 - 9.1.3 Phase 3: Functionality Criteria
 - 9.1.4 Phase 4: Price and Preference Points.

9.2. PHASE 1: PRE-COMPLIANCE

- 9.2.1. During this phase bid documents will be reviewed to determine compliance on 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.
- 9.2.2. The bid proposal will be screened for compliance with administrative requirements as indicated below:

ITEM NO.	ADMINISTRATIVE REQUIREMENTS	CHECK/ COMPLIANCE
1	Master Bid Document	Provided and bound
2	Electronic Copy (USB)	Same as the master bid document

ITEM NO.	ADMINISTRATIVE REQUIREMENTS	CHECK/ COMPLIANCE	
3	SCM - SBD 1 - Invitation to Bid	Completed and signed	
4	Tax Compliance and CSD Registration	Attached CSD registration number/ Proof	
·	Tax compliance and cop regionation	of CSD registration and/ or SARS Tax Pin	
5	SBD 3.3- Aligned to Annexure A Pricing	Completed	
	Schedule	- Completion	
6	SCM - SBD 4 – Bidders Disclosure	Completed and signed	
		Completed and signed, Valid B-BBEE	
		Status Level Verification Certificate issued	
	SCM - SBD 6.1 - Preference Points Claim Form in terms of the Preferential Procurement Regulations 2022	by SANAS, or Accredited	
7		Verification Agency, or B-BBEE Certificate	
,		issued by CIPC, or a Sworn Affidavit	
		commissioned by the Commissioner of	
		Oaths together with their bids and CSD	
		report	
	In case of bids where Consortia / Joint		
8	Ventures, Consortia/ Joint Venture	JV agreement completed and signed, if	
	agreement signed by both parties must be	applicable	
	submitted with bid proposal		
9	Letter of Authority to sign documents on	Completed and signed	
	behalf of the company.	Completed and signed	

9.3. PHASE 2: MANDATORY REQUIREMENT

- 9.3.1. The mandatory requirements will apply, and bidders must comply with all requirements indicated hereunder. During this evaluation phase, the bidder's responses will be evaluated based on the requirements listed under mandatory requirements.
- 9.3.2. Bidders who fail to comply or meet mandatory requirements will be disqualified and will not be evaluated further.
- 9.3.3. Bidders are required to comply with the below Mandatory Requirements:

REQUIREMENTS	
Attendance of the Compulsory Briefing Session	

REQUIREMENTS

DFFE will verify supplier attendance on MS Teams Briefing Session attendance register.

9.4. PHASE 3: FUNCTIONALITY CRITERIA

- 9.4.1 The bidder must score a minimum of **75%**, during Phase 2 (functionality/technical) of the evaluation to qualify for Phase 3 of the evaluation.
- 9.4.2. The following functionality evaluation criteria and corresponding values/indicators will be applicable when evaluating functionality:

GUIDELINES FOR	FUNCTIONALITY: (GUIDELINES FOR CRITERIA APPLICATION) WEIG					
CATEGORY CRITERIA	TONOTIONALITE (GOIDELINES FOR CRITERIA AFFEIGATION) WEIGHT					
	Bidders are required to provide a detailed project plan with intermediate,					
	final outputs and identified timeframes/ milestones of proposed					
	methodology in the field of developing a procedure manual (Financial					
	Management procedure, procurement of goods and services, administration					
	support, beneficiary management, Legal and regulatory compliance, Monitoring,					
	evaluation, and reporting)					
A proposed Procedure	A proposed project plan, methodology and management of the project in the					
Manual, Methodology	field of developing a procedure manual which covers the following sub-					
and Management of	heading					
the project in the field						
of developing a	Structured Work Breakdown: A logical breakdown of tasks and					
procedure manual	activities.					
	Defined Objectives: Stated, measurable, and achievable objectives.					
	Milestones and Deliverables: Specific, time-bound milestones with					
	corresponding deliverables.					
	Detailed Timeframes: A project schedule outlining task durations,					
	dependencies, and deadlines.					
	Resource Allocation: Identification of required personnel, tools, and					
	resources per task.					

GUIDELINES FOR	FUNCTIONALITY: (GUIDELINES FOR CRITERIA APPLICATION) WEIGHT					
CATEGORY CRITERIA	TOTO TOTO TOTO TOTO TOTO TOTO TOTO TOT					
	Risk Management Approach: Identification of potential risks with					
	proposed mitigation measures.					
	Project plan, methodology and project					
	management in the field of developing a	Indicator				
	procedure manual					
	Project Plan and methodology which covers all					
	six sub-heading with the indicated content as	5				
	listed above					
	Project Plan and methodology which covers					
	five sub-heading with the indicated content as	4	20			
	listed above					
	Project Plan and methodology which covers					
	four sub-heading with the indicated content as	3				
	listed above					
	Project Plan and methodology which covers					
	less than four sub-heading with the indicated	0				
	content as listed above					
	Bidder (s) are required to submit/ attach copy	Bidder (s) are required to submit/ attach copy of qualification for the Project				
	Leader in the areas of highest qualification in Law and will be scored in line					
	with the criteria below:					
	Qualifications of Project Leader	Indicator				
	NQF 9 or higher qualification(s)	5				
Qualifications of the	NQF 8 qualification(s)	4				
Project Leader to be	NQF 7 qualification(s)	3	20			
assigned to the	NQF 6 qualification(s)	2	20			
project.	NQF 5 qualification(s)	1				
	Below NQF 5 qualification(s) or no	0				
	qualification(s) attached/ submitted	Ü				
Qualifications of the	Bidder (s) are required to submit/ attach cop	y of relevant qualifica	ation for a			
team member to be	Team Member in the areas of qualification in	Financial Manageme	nt and will			
assigned to the	be scored in line with the criteria below:					
project.	Qualifications of a team member	Indicator	10			
F1	NQF 9 or higher qualification(s)	5				

GUIDELINES FOR	FUNCTIONALITY: (GUIDELINES FOR CRITERIA APPLICATION) WEIGH			
CATEGORY CRITERIA	TONOTIONALITE (ODIDELINEO FOR ORITEI)	MA AIT LIOATION)	WEIGHT	
	NQF 8 qualification(s)	4		
	NQF 7 qualification(s)	3		
	NQF 6 qualification(s)	2		
	NQF 5 qualification(s)	1		
	Below NQF 5 qualification(s) or no	0		
	qualification(s) attached/ submitted			
	Bidder (s) are required to demonstrate the	hat they have the i	necessary	
	resources and technical expertise to underta	ake and successfully	complete	
	the project. Bidder (s) should submit curri	culum vitae for the	proposed	
	Project Leader. Curriculum vitae are to incl	ude specific details	including,	
	inter alia, relevant experience, start and er	nd date, and demon	strate the	
	experience in the development of procedure	manual(s).		
	Experience of Project Leader in the	Indicator		
Technical Capability/	development of procedure manual			
expertise and track	10 years or more of experience	5		
record of the Project	7 years and above and less than 10 years'	4		
Leader to be assigned	experience			
to the project	5 years and above and less than 7 years' 3			
	experience		20	
	3 years and above and less than 5 years'	2		
	experience			
	1 year and above and less than 3 years'	1		
	experience			
	Less than 1 year of experience or no	0		
	experience			
Technical Capability/	Bidder (s) are required to demonstrate the	hat they have the i	necessary	
expertise and track	resources and technical expertise to underta	ake and successfully	complete	
record of the team	the project. Bidder (s) should submit curricul	• •		
member to be	member. Curriculum vitae are to include specific details including, inter alia,			
assigned to the	relevant experience, start and end date, and demonstrate the experience in			
project.	the development of procedure manual menti	oned in 4.1 above.		

CATECODY CDITEDIA	FUNCTIONALITY: (GUIDELINES FOR CRITERIA APPLICATION)				
CATEGORY CRITERIA	`				
	Experience of the Team Member in the				
	development of procedure manual	Indicator			
	mentioned in 4.1 above.				
	10 years or more of experience	5			
	7 years and above and less than 10 years'	4			
	experience				
	5 years and above and less than 7 years'	3	10		
	experience				
	3 years and above and less than 5 years'	2			
	experience				
	1 year and above and less than 3 years'	1			
	experience				
	Less than 1 year of experience or no	0			
	experience				
	Bidder (s) are required to demonstrate relevan	nt experience and co	mpetency		
	of the company for all successfully completed	d projects.			
	Bidder (s) should submit full details of reliable contactable dully signe				
		able colliaciable du	lly signed		
	positive references letters on client compar				
	positive references letters on client compar were successfully completed in the developm	ny letter head wher	e projects		
		ny letter head wher	e projects		
The Professional	were successfully completed in the developm	ny letter head wher nent of procedure m	e projects		
The Professional experience, track	were successfully completed in the development Company experience	ny letter head wher nent of procedure m Indicator	e projects		
	were successfully completed in the developm Company experience 5 successfully completed projects with 5 duly	ny letter head wher nent of procedure m Indicator	e projects		
experience, track	were successfully completed in the developm Company experience 5 successfully completed projects with 5 duly signed positive reference letters or more 4 successfully completed projects with 4 duly	ny letter head wher nent of procedure m Indicator	e projects		
experience, track record and knowledge	were successfully completed in the developm Company experience 5 successfully completed projects with 5 duly signed positive reference letters or more 4 successfully completed projects with 4 duly	ny letter head wher nent of procedure m Indicator	e projects anual(s).		
experience, track record and knowledge in the development of	were successfully completed in the developm Company experience 5 successfully completed projects with 5 duly signed positive reference letters or more 4 successfully completed projects with 4 duly signed positive reference letters	ny letter head wher nent of procedure m Indicator 5	e projects		
experience, track record and knowledge in the development of	were successfully completed in the developm Company experience 5 successfully completed projects with 5 duly signed positive reference letters or more 4 successfully completed projects with 4 duly signed positive reference letters 3 successfully completed projects with 3 duly	ny letter head wher nent of procedure m Indicator 5	e projects anual(s).		
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experience, track record and knowledge in the development of	were successfully completed in the developm Company experience 5 successfully completed projects with 5 duly signed positive reference letters or more 4 successfully completed projects with 4 duly signed positive reference letters 3 successfully completed projects with 3 duly signed positive reference letters 2 successfully completed projects with 2 duly	ny letter head when nent of procedure m Indicator 5 4	e projects anual(s).		
experience, track record and knowledge in the development of	Company experience 5 successfully completed projects with 5 duly signed positive reference letters or more 4 successfully completed projects with 4 duly signed positive reference letters 3 successfully completed projects with 3 duly signed positive reference letters 2 successfully completed projects with 2 duly signed positive reference letters	ny letter head when nent of procedure mandicator 5 4 2	e projects anual(s).		
experience, track record and knowledge in the development of	Company experience 5 successfully completed projects with 5 duly signed positive reference letters or more 4 successfully completed projects with 4 duly signed positive reference letters 3 successfully completed projects with 3 duly signed positive reference letters 2 successfully completed projects with 2 duly signed positive reference letters 1 successfully completed project with 1 duly	ny letter head when nent of procedure mandicator 5 4 2	e projects anual(s).		

9.3. PHASE 3: PREFERENCE POINT SYSTEM 80/20

- 9.4.1. The preference point system applicable for this bid is 80/20.
- 9.4.2. 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 maximum 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 the price of the 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 or Women or people with disabilities
 - 0 : Points: for 50% and below ownership by stipulated categories of persons
- 9.4.3. The 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. However, a contract may be awarded to a tenderer that did not score the highest points in line with section 2(1) of the PPPFA.
- 9.4.4. A maximum of 20 Points will be allocated for either of the specific goals on the table below:

SPECIFIC GOALS	80/20
>50% ownership by Black people, Or	20
>50% ownership by Women, Or	20
>50% ownership by people with Disability	20

- 9.4.5. For service providers 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, or Accredited Verification Agency, or B-BBEE Certificate issued by CIPC, or a Sworn Affidavit commissioned by the Commissioner of Oaths together with their bids.
 - c) Submit CSD Registration Report or CSD number/ MAAA number

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.

10. BID SUBMISSION REQUIREMENTS

- 10.1.1. Bidders must ensure that the following submission requirements, which will be needed for evaluation purposes are included in their bid proposal and are as follows:
 - 10.1.2. The bidder must draft a table of contents which will indicate where each document is in the proposal.
 - 10.1.3. The proposal shall consist of one (01) master original document and must clearly indicate the prices on SBD 3.3 and Annexure A for detailed price schedule.
 - 10.1.4. The information in the CV of the proposed Project Leader and Team Member should include relevant experience in the chosen area of expertise.
 - 10.1.5. If a resource provided for the project is not assigned a role on the CV Template (Annexure B) provided by the Department, that resource will not be allocated points and if there are two different CVs for a resource, then the CV on DFFE template will take precedence.
 - 10.1.6. Project reference specifying the role played by the service provider in the listed projects or assignments.
 - 10.1.7. 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.
 - 10.1.8. Standard bidding documents (SBD1, 3.3, 4 and 6.1).
 - 10.1.9. Copy of Central Supplier Database (CSD) report or tax pin certificate from SARS.
 - 10.1.10. Letter of Authority to sign documents on behalf of the company.

11. LEGISLATIVE FRAMEWORK OF THE BID

11.1. Tax Legislation

- 11.1.1. Bidder must at all times attempt to be compliant when submitting a 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).
- 11.1.2. 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.
- 11.1.3. Bidders who meet the above requirement must register as VAT vendors, if successful, within one month of award of the bid.
- 11.1.4. SARS Tax Status Pin requirements / or Central Supplier Database (CSD) number or report must be provided.

11.2. Procurement Legislation

- 11.2.1. Bidders should be cognisant of the legislation and/or standards specifically applicable to the services.
- 11.2.2. 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 a Sworn Affidavit commissioned by the Commissioner of Oaths together with their bids.
- 11.3. If the application is made by a Joint Venture or Partnership, the B-BBEE accreditation credentials in the name of joined entities should be submitted.
- 11.4. Privacy & Protection of Personal Information Act, 2013 (Act No. 4 of 2013) (POPIA):
 - 11.3.1. 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 POPIA.
 - 11.3.2. DFFE's role as the responsible party is amongst others to process personal information for the intended purpose for which it was obtained and in line with legal agreements with its respective/prospective service providers and third parties.
 - 11.3.3. DFFE will process personal information only with the knowledge and authorisation of the bidder/respondent and will treat the personal information which comes to its knowledge as confidential and will not disclose it unless so required by law or subject to the exception contained in the POPIA.
 - 11.3.4. 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.
 - 11.3.5. In responding to this bid, DFFE acknowledges that it will obtain and have access to the 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.

12. SPECIAL CONDITIONS OF THE CONTRACT

- 12.1. On appointment, the performance measures for the delivery of the project will be closely monitored by the DFFE.
- 12.2. They will submit monthly progress reports as per the agreed to work plan, to the Project Leader, within 3 days after the set date.
- 12.3. The Project Leader shall do the ongoing management of the Service Level Agreement.
- 12.4. Appointed service providers may be subjected to security vetting and screening.

- 12.5. The service provider/s must guarantee the presence of the senior in charge of fieldwork throughout the duration of the contract.
- 12.6. Before the appointment of a replacement, the Project Manager must approve such appointment. If the senior must leave the project, a period of at least one (01) 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 and able to transfer skills and knowledge.
- 12.7. All the conditions specified in the **General Conditions of Contract (GCC)** will apply and where the conditions in the special conditions of contract contradict the conditions in the general conditions of contract the special conditions of contract will prevail.
- 12.8. The service provider shall notify the DFFE 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.
- 12.9. The proposals should be submitted with all required information containing technical information.
- 12.10. 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
- 12.11. DFFE reserves the right to seek clarity, request additional information and verify documents submitted by bidders
- 12.12. 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).
- 12.13. In case of bids where Consortia/ Joint Ventures, Consortia/ Joint Venture agreement signed by both parties must be submitted with bid proposal. Bidders failing to submit a signed Consortia/ Joint Ventures, Consortia/ Joint Venture agreement the bid will be considered invalid and will not be evaluated further.
- 12.14. DFFE reserves the right to request additional information to validate any information submitted by bidders including preference points claimed.
- 12.15. 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 allow the Bidder to make representations within 14 (fourteen) days as to why: -
 - 12.15.1 the Tender may not be disqualified, or, if the Tender has already been awarded to the Bidder, why the contract should not be terminated.
- 12.16. 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.
- 12.17. Poor or non-performance by the bidder will result in the cancellation of contracts.

- 12.18. 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.
- 12.19. DFFE will not be held responsible for any costs incurred by the service providers in the preparation, presentation, and submission of the proposal.
- 12.20. The Department will consider Company and Individual(s) (Personnel) experience and Qualifications obtained within and outside the Republic of South Africa (RSA). For evaluation purposes, qualifications obtained outside RSA must be accompanied by the SAQA Certificate of Evaluation (SCoE). The SCoE must indicate the recognition decision taken by SAQA concerning the foreign qualification and the comparability of that qualification with a South African qualification registered on the National Qualification Framework (NQF). Foreign qualifications that are not accompanied by the SCoE will not be considered for evaluation in this contract.
- 12.21. The recognition of foreign qualifications is in terms of the South African National Qualifications Framework (NQF) conducted by SAQA. SAQA derives this mandate from the NQF Act, 67 of 2008 (as amended) and performs the function according to the Policy and Criteria for Evaluating Foreign Qualifications within the South African NQF (as amended, 2017). (www.saga.org.za)"

13. PAYMENT TERMS

13.1. The Service Provider shall provide the Department with a detailed tax invoice with supporting evidence and/or report for deliverables completed. The Department will have 30 (thirty) calendar days after receipt of the tax invoice and supporting evidence to make payment to the Service Provider. Upon receipt of the invoice, the Department will have 7 (seven) calendar days to approve such invoice and relevant evidence and/or report submitted. If the invoice together with the supporting evidence and/or report is approved, the Department shall make a direct payment to the Service Provider within the remaining 23 (twenty-three) calendar days of approval of such invoice and/or report, thus ensuring that payment of invoice is made within the 30 (thirty) calendar days timeframe

14. TECHNICAL ENQUIRIES

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

15. PRICE SCHEDULE ANNEXURE A - PROCEDURE MANUAL

No.	Activities	Name (s) of the proposed expert	Hours	Rate per Hour (excluding VAT)	Total Cost per activity (excluding VAT)
1.	Inception report		Hrs	R	R
2.	The procedure manual to be developed should include but not be limited to the following: - Financial Management Procedures (Investment, Banking and Payment) - Procedure on procurement of goods and services - Legal and regulatory compliance - Administration support - Beneficiary Management - Monitoring, Evaluation and Reporting		Hrs	R	R
3.	To produce a procedure manual that will meet the general legal and financial requirement that governs trusts and specifically focus on the powers and duties conferred upon the Trustees by means of a Trust Deed.		Hrs	R	R

No.	Activities	Name (s) of the proposed expert	Hours	Rate per Hour (excluding VAT)	Total Cost per activity (excluding VAT)
4.	To present the draft procedure manual to the Trustees of Kabelo Trust for review and inputs.		Hrs	R	R
5.	To workshop the draft procedure manual to Kabelo Trust that incorporates inputs for approval		Hrs	R	R
6.	Close out and handover report that includes customizable forms and templates		Hrs	R	R
CAPPE	D HOURS		960 HOURS		
SUB TO	R				
VAT @	R				
TOTAL	R				

16. ANNEXURE B – CV TEMPLATE

TO BE COMPLETED BY THE TEAM LEADER AND TEAM MEMBER

101	BE COMPLETED	RAIHE	: IEAM LEADE	R AND I	EAM MEMBER	
1.	Surname					
2.	Name					
3.	National ID / P Number	assport				
4.	Contact Numb	er				
5.	Email Address	6				
6.	Proposed role project	on the				
7.	Education:					
Ye	ar Completed	Institu	ution	Qualifi	ication (s) obtained	NQF Level
8.	Language skil	ls: Indic	ate competenc	e on a so	cale from 1 (basic) to	5 (excellent)
Laı	nguage	R	eading		Speaking	Writing
9.	Membership o	of profes	sional bodies:			
Na	me of profession	nal body	1		Year joined	Membership Number
10.	Other skills: (e	e.g. Com	puter literacy,	etc.)		
11.	Present positi	on:				
Na	me of Employer					
	sition					
Da	te from - Date to)				

12. Years within the institution:

13.	Key experience relevant to the terms of reference:	List specific assignments relevant to the terms of referen	ce)

Name of Employer	Name of Client	Role or	Client Reference	Date from - Date to	Description of key experience as per the
		Assignment	(Provide contact person		requirements of Terms of Reference
			and contact details)		

14. Professional experience:

Name of Employer	Date from - Date to	Reference	Position	Description of duties
		(Provide contact person and contact details)		

15. Other relevant information (e.g. Publications)

THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT:
GENERAL CONDITIONS OF CONTRACT

July 2010

GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT July 2010

NOTES

The purpose of this document is to:

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

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

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

TABLE OF CLAUSES

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General Conditions of Contract

1. Definitions

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

RSA.

- 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 "GCC" means the General Conditions of Contract.
- 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will bemanufactured.
- 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 excludingimmovable property, unless otherwise indicated in the biddingdocuments.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

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

4. Standards

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

6. Patent rights

6.1 The supplier shall indemnify the purchaser against all third-partyclaims 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 thesuppliers 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 theyincorporate 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 fromdesign, materials, or workmanship (except when the design and/ormaterial 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 finaldestination.
- 15.2 This warranty shall remain valid for twelve (12) months after thegoods, 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 likelyduration 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 shallbe 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 foror in executing the contract.
- 23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 23.4 If a purchaser intends imposing a restriction on a supplier or any

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

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

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

- 23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.
- 24. Anti-dumping and countervailing duties and rights
- 24.1 When, after the date of bid, provisional payments are required, or antidumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right isincreased 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 inperformance 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 suppliershall 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) aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing language

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

30. Applicable law

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

31. Notices

- 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32. Taxes and duties

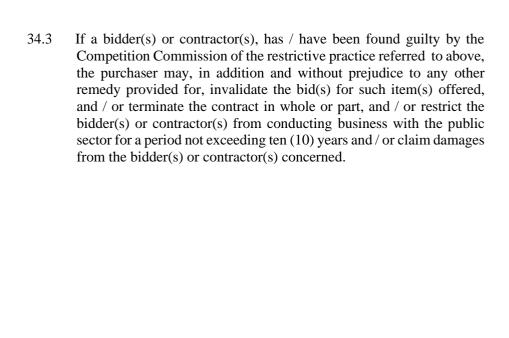
- 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South AfricanRevenue Services.

33. National Industrial Participation (NIP) Programme

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

34 Prohibition of Restrictive practices

- 34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
- 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.



Js General Conditions of Contract (revised July 2010)



DEPARTMENT OF FORESTRY, FISHERIES AND THE ENVIRONMENT

Head Office Only		
Date Received Safetynet Capture Safetynet Verified: BAS/LOGIS Capt BAS/LOGIS Auth Supplier No.		
BAS/LOGIS Capt BAS/LOGIS Auth		

BAS ENTITY MAINTENANCE FORM

The Director General

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

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

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

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

Please ensure information is validate as per required bank screens.

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

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

incorrect information supplied.				
	Company / Personal D	Details		
Registered Name				
Trading Name				
Tax Number				
VAT Number				
Title:				
Initials:				
Full Names				
Surname				
Persal Number				
	Address Detail			
	Physical	Postal		
Address				
(Compulsory if Supplier)				
Postal Code	 	 		
Fusiai Cou c				
	New Detail			
New Supplier info	ormation Update Supplier information	on		
Supplier Type:	Individual Department Company Trust CC Other (Specify	Partnership		
Department Number	П			

	Supplier Account Details (To be Verified by the bank)
(Please note that this	s account MUST be in the name of the supplier. No 3rd party payments allowed).
Account Name	
Account Number Branch Name	
Account Type ID Number Passport Number Company Registratio *CC Registration *Please include CC/	Savings Account Transmission Account Bond Account Other (Please Specify) Bank Stamp
	Supplier Contact Details
Business Home Fax Cell Email Address Contact Person:	Area Code Telephone Number Extension Telephone Number Extension Telephone Number Extension Cell Code Cell Number
Supplier Signate Print Name // // // // Date (dd/mm/yyyy) NB: All relevant fields	