



forestry, fisheries
& the environment

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

INVITATION TO BID

BID NUMBER: DFFE-T097(22/23)

CALL FOR PROPOSALS (CFP) FROM SUITABLE INVESTOR(S) TO LEASE, DEVELOP, OPERATE, PLAN AND CONTROL FORESTRY BUSINESS OPERATIONS IN THE WESTERN CAPE RECOMMISSIONED PLANTATIONS FOR A MAXIMUM PERIOD OF FIFTY (50) YEARS

Contact persons:

Name : Cyril Ndou
Telephone : 012 309 5707/066 019 1221
Email : cndou@dfre.gov.za

NATIONAL TREASURY CENTRAL SUPPLIER DATABASE (CSD) REGISTRATION INFORMATION

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

CLOSING DATE OF THE BID: 03 FEBRUARY 2023 AT 11H00AM

NON-COMPULSORY BRIEFING: 20 JANUARY 2023 AT 10H00AM

MS TEAMS LINK: [Click here to join the meeting](#)

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	DFFE- T097 (22/23)	CLOSING DATE:	03 FEBRUARY 2023	CLOSING TIME:	11:00AM
DESCRIPTION	CALL FOR PROPOSALS (CFP) FROM SUITABLE INVESTOR(S) TO LEASE, DEVELOP, OPERATE, PLAN AND CONTROL FORESTRY BUSINESS OPERATIONS IN THE WESTERN CAPE RECOMMISSIONED PLANTATIONS FOR A MAXIMUM PERIOD OF FIFTY (50) YEARS				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
Department of Forestry, Fisheries and the Environment ; The Environment House,					
473 Steve Biko Road; Cnr Soutpansberg and Steve Biko Road, Arcadia Pretoria /Tshwane					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	SCM PRCTITIONER		CONTACT PERSON	Cyril Ndou	
TELEPHONE NUMBER	012 399 9670/9671/9055		TELEPHONE NUMBER	012 309 5707/066 019 1221	
FACSIMILE NUMBER	N/A		FACSIMILE NUMBER	N/A	
E-MAIL ADDRESS	Tenders@dffe.gov.za		E-MAIL ADDRESS	cndou@dffe.gov.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No	
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]	
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

PART B TERMS AND CONDITIONS FOR BIDDING

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

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

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

DATE:

PRICING SCHEDULE
(Professional Services)

NAME OF BIDDER:	BID NO: DFEE-T097 (22/23)
CLOSING TIME 11h00AM	CLOSING DATE: 03 FEBRUARY 2023

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

DESCRIPTION: CALL FOR PROPOSALS (CFP) FROM SUITABLE INVESTOR(S) TO LEASE, DEVELOP, OPERATE, PLAN AND CONTROL FORESTRY BUSINESS OPERATIONS IN THE WESTERN CAPE RECOMMISSIONED PLANTATIONS FOR A MAXIMUM PERIOD OF FIFTY (50) YEARS

.

**(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. 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 COMPLETED, COST PER PHASE AND MAN-DAYS TO BE SPENT

-----	R-----	----- days
-----	R-----	----- days
-----	R-----	----- days
-----	R-----	----- 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 Environment

Contact Person: SCM PRACTIONER

Tel: (012) 399 9670/9671/9055

E-mail: Tenders@dfpe.gov.za

Or for technical information –

Name : Cyril Ndou

Office Telephone No. : 012 309 5707/066 019 1221

E-Mail : cndou@dfpe.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 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**

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

2.2.1 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 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

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.

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 2017

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2

- a) The value of this bid is estimated to exceed or not exceed R50 000 000 (all applicable taxes included) and therefore the **80/20 or 90/10** preference point system shall be applicable; or
- b) Either the 80/20 or 90/10 preference point system will be applicable to this tender (*delete whichever is not applicable for this tender*).

1.3 Points for this bid shall be awarded for:

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

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

	POINTS
PRICE	80/90
B-BBEE STATUS LEVEL OF CONTRIBUTOR	20/10
Total points for Price and B-BBEE must not exceed	100

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. DEFINITIONS

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **“price”** includes all applicable taxes less all unconditional discounts;
- (h) **“proof of B-BBEE status level of contributor”** means:
 - 1) B-BBEE Status level certificate issued by an authorized body or person;
 - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

4. POINTS AWARDED FOR PRICE

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

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

80/20 or 90/10

$$P_S = 80 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right) \text{ or } P_S = 90 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right)$$

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

P_{min} = Price of lowest acceptable bid

4.2 FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME-GENERATING PROCUREMENT

4.3 POINTS AWARDED FOR PRICE

A maximum of 80 or 90 points is allocated for price on the following basis:
80/20 **or** **90/10**

$$Ps = 80 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right) \text{ or } Ps = 90 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)$$

Where

Ps = Points scored for price of bid under consideration
 Pt = Price of bid under consideration
 Pmax = Price of highest acceptable bid

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

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

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

6. BID DECLARATION

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

7. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

- 7.1 B-BBEE Status Level of Contributor: . =(maximum of 10 or 20 points)
 (Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.)

8. SUB-CONTRACTING

- 8.1 Will any portion of the contract be sub-contracted?

(*Tick applicable box*)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

- 8.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted.....%
- ii) The name of the sub-contractor.....
- iii) The B-BBEE status level of the sub-contractor.....
- iv) Whether the sub-contractor is an EME or QSE
(***Tick applicable box***)
- | | | | |
|-----|--|----|--|
| YES | | NO | |
|-----|--|----|--|
- v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations, 2017:

Designated Group: An EME or QSE which is at least 51% owned by:	EME √	QSE √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

9. DECLARATION WITH REGARD TO COMPANY/FIRM

9.1 Name of company/firm:.....

9.2 VAT registration number:.....

9.3 Company registration number:.....

9.4 TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One person business/sole propriety
- ☐ Close corporation
- ☐ Company
- ☐ (Pty) Limited

[TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

.....

9.6 COMPANY CLASSIFICATION

- ☐ Manufacturer
- ☐ Supplier
- ☐ Professional service provider
- ☐ Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

9.7 Total number of years the company/firm has been in business:.....

9.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we 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 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding 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 bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury 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.

WITNESSES

- 1.
- 2.

.....
SIGNATURE(S) OF BIDDERS(S)

DATE:

ADDRESS

.....
.....



**forestry, fisheries
& the environment**

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

THE DEPARTMENT OF FORESTRY, FISHERIES AND THE ENVIRONMENT (DFFE) AS AN ORGAN OF STATE SUBSCRIBES TO AND PROPAGATES BOTH THE NOTION OF BROAD BASED BLACK ECONOMIC EMPOWERMENT ACT, 2003 (ACT NO. 53 OF 2003) (B-BBEE), THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 (ACT NO. 5 OF 2000) AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.

CALL FOR PROPOSALS (CFP)

FROM SUITABLE INVESTOR(S) TO LEASE, DEVELOP, OPERATE, PLAN AND CONTROL FORESTRY BUSINESS OPERATIONS IN THE WESTERN CAPE RECOMMISSIONED PLANTATIONS FOR A MAXIMUM PERIOD OF FIFTY (50) YEARS

DISCLAIMER

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

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

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

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

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

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

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

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

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

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

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1. PURPOSE

- 1.1 To launch the call for proposals from suitable investor(s) to lease, develop, operate, plan and control five (05) Forestry Business Packages in the Boland, Homtini, Jonkersberg , Bergplaas and Buffelsnek commercial plantation forestry areas of Western Cape in partnership with tenure beneficiaries to be identified by the Department and contracting parties.
- 1.2 To enter into a long-term lease agreement with the Minister of Forestry, Fisheries and the Environment (DFFE) in terms of section 27 of the National Forest Act no. 84 of 1984.

2. INTRODUCTION AND BACKGROUND

- 2.1 In 2001 Cabinet approved the conversion of all plantation's areas in the Western Cape to either conservation, settlement and/or community forestry (40 000 ha). The decision was based on the fact that Western Cape is a marginal area for plantation forestry with low MAI (11 cubes/ha/a). The decision was later reviewed because of job losses and lack of timber for processing in the value chain. It is estimated that 16% of the relevant construction sector is in the Western Cape.
- 2.2 These plantations were managed by SAFCOL but in 2005 a 20-year Exit Lease Agreement was signed between the Department and MTO (Pty) Ltd, and a long-term lease was signed with SANParks Tokai Cecelia part of the exit lease. In terms of Exit Lease Agreement, MTO would systematically on annual basis return to Department clear felled areas to be handed over to receiving agents (new lease).
- 2.3 Following the result of the study, the Department made a proposal for the formal review of the 2001 cabinet memo. Cabinet recommended in 2008 that the area be declared sustainable area for forestry again. The actual implementation would have remained the responsibility of the Department. During 2014 Department commissioned a study through IDC to do a situational analysis of commercial forestry and downstream process in the Western Cape. The study recommended (replanting) of VECON areas sooner rather than later, in order to shorten the already inevitable shortage of supply during 2020 - 2030 period.
- 2.4 The study suggested that the exit areas be divided into five business packages to promote participation by local forestry businesses and to avoid overconcentration and dominance:

#	Package	Plantations	Hectares	The geographical site co-ordinates
1.	Package 1	Consisted of Boland plantations which were combined and are as follows:	7 053 ha	

#	Package	Plantations	Hectares	The geographical site co-ordinates
		<ul style="list-style-type: none"> La Motte. Hawequa. Kluitjiekraal; and Grabouw. 		33°53'59.52"S 19° 3'12.59"E 33°42'23.36"S 19° 3'7.92"E 33°25'28.76"S 19°10'49.78"E 34° 8'6.86"S 18°58'18.18"E
2.	Package 2	<ul style="list-style-type: none"> Jonkersberg 	4 106 ha	33°56'5.65"S 22°13'42.65"E
3.	Package 3	<ul style="list-style-type: none"> Bergplaas 	4 868 ha	33°53'57.44"S 22°40'42.29"E
4.	Package 4	<ul style="list-style-type: none"> Homtini 	757 ha	33°54'14.96"S 22°50'4.35"E
5.	Package 5	<ul style="list-style-type: none"> Buffelsnek 	4 507 ha	33°54'42.03"S 23° 9'17.06"E

- 2.5 The current state/ use of the land is vacant and ready to be used by the prospective investor.
- 2.6 In terms of the National Forest Act Number 84 of 1998, Section 27 states that the Minister may lease a state forest or any part of it to any person if (a) in the case of State Forests other than trust forest if the Minister of Public Works agrees. The Department of Public Works and Infrastructure were apprised of the intention to lease the property . Once interested investors have been identified a lease agreement will be signed with their concurrences.
- 2.7 The responder must submit one (01) returnable document. However, if the prospective investor intends to submit a proposal for more than one package, the prospective investor must submit the business proposal or business plan for each package within the same bid document.

Package	Plantations	Hectares	Responded participating (Yes/No)
Package 1	Consisted of Boland plantations which were combined and are as follows: <ul style="list-style-type: none"> La Motte. Hawequa. Kluitjiekraal; and Grabouw. 	7 053 ha	
Package 2	<ul style="list-style-type: none"> Jonkersberg 	4 106 ha	
Package 3	<ul style="list-style-type: none"> Bergplaas 	4 868 ha	
Package 4	<ul style="list-style-type: none"> Homtini 	757 ha	
Package 5	<ul style="list-style-type: none"> Buffelsnek 	4 507 ha	

- 2.8 The responder will be expected to submit the proposal for an area where they will have competency. Therefore, it is necessary for the responder to note the services required from each package and the Scope and Extent of Work, which is covered in detail below.

3. OBJECTIVES OF THE PROPOSAL

3.1 The Department's objectives are:

- 3.1.1 To lease the plantations in the Western Cape identified through Industrial Development Corporation (IDC) study (2014) to interested commercial forestry business entities in South Africa.
- 3.1.2 To appoint a suitable investor(s) to lease, develop, operate, plan and control all forestry activities on a long-term lease agreement entered into with the Minister of Forestry, Fisheries and the Environment for a maximum duration of fifty (50) years.
- 3.1.3 To promote direct investment, economic growth, job creation and economic development of the forestry sector.
- 3.1.4 To resuscitate deteriorating supply and demand for round wood logs to small and medium sized sawmilling and pole treating industry in the Western Cape.
- 3.1.5 To sustain timber supply and processing capacity in the Western Cape and the Country.
- 3.1.6 To create an enabling environment for investment through partnership with communities who have tenure rights and are resident in former forestry villages and the surrounding areas.

4. SCOPE AND EXTENT OF WORK

4.1 The strategic investor is expected to form a partnership with tenure beneficiaries in each one of the business packages of the Western Cape and also ensure the following:

- 4.1.1 Communities organise themselves into a Special Purpose Vehicle that will hold an agreed equity percentage of the business.
- 4.1.2 Conduct due diligence for the areas to be leased in order to determine and negotiate equitable annual rental with the Department of Forestry, Fisheries and the Environment.
- 4.1.3 Manage the plantation in a sustainable manner and maximise the potential of the leased areas by promoting plantation forestry, ecotourism, agroforestry and other regulated land use systems.

4.2 To address looming timber shortages and unemployment through continued investment in plantation forestry in the Western Cape. Investment strategies should focus on reliance on imports and sourcing of timber from other provinces which becomes uneconomical given transport costs and long distances.

4.3 Minimize reliance on seaborne transportation which is also costly given the fact that most of the ports are far from processing sawmills.

4.4 Development and implementation and monitoring of best forest management practices which take into account the provisions of the National Forest Act Number 84 of 1998 and National Veld and Forest Fire Management Act Number 101 of 1998.

- 4.5 The investor should commence with immediate restocking of harvested areas in line with forestry standards that maintains sustainable age class distribution and rotation supply of timber. Stocking of these areas should be restricted to areas recommended through VECON studies initiated by the Department.
- 4.6 Implementation of targeted capacity building and transformation programmes to ensure coping skills and resilience of communities, youth, women and people living with Disability. These initiatives should promote employability, transfer of life skills, and overall participation in the forestry value chain.
- 4.7 Contribute to transformation by providing contractual work and opportunities to SMMEs, Broad-Based Black Economic Empowerment and economic opportunities.
- 4.8 Promote forestry sector related training programmes thereby creating career-path opportunities and overall safety of participants and communities.
- 4.9 Coordinate projects and initiatives amongst partners, encouraging land-users and the public in awareness of their responsibility in terms of integrated veld and fire (wildland) management.
- 4.10 Issue licences for permitted activities in terms of National Forest Act Number 84 of 1998 and determine market related tariffs for all goods and services derived from leased state forest land.

5. EXPECTED DELIVERABLES

- 5.1 Sustainable management of plantation.
- 5.2 In order to provide effective and efficient management of the commercial forestry business, the following expected deliverables and outcomes are required.
 - 5.2.1 Manage the plantation/s in line with international best practices, promote sustainable growth of the forestry sector and contribution to the economy through amongst others creation of employment.
 - 5.2.2 Deployment of ground working personnel to manage and carry out silvicultural activities such as tree planting, alien clearing and/or aerial and ground integrated wildland fire-fighting services to prevent and control timber losses as and when required, in compliance with the applicable legislation.
 - 5.2.3 Reduce temporary unplanted areas to acceptable forestry standards by planting pine and gum species in line with site specie matching criterion.
 - 5.2.4 Promote sustainable forest management by controlling the characteristics of the compartments/ stands in order to achieve maximum timber growth and yield.
 - 5.2.5 Maintenance of plantation infrastructure such as buildings and road networks in the plantations.
 - 5.2.6 Maintain regular pruning, thinning and harvesting regimes in order to attain maximum growth and yields.

- 5.2.7 Participate in the work of Umbrella Fire Protection Associations (UFPAs) and FPAs to prevent, fight and manage wildland fires.
- 5.2.8 Employment and training (accredited and non-accredited) of plantation employees in compliance with labour laws, occupational health and safety standards, as well as all applicable legislation.
- 5.2.9 Capacity building of local communities to assist in integrating with the surrounding areas bordering the plantations.
- 5.2.10 Establish or form local community liaison structures for dispute resolution and deliberation of local economic developmental initiatives.
- 5.3 The Department is and will remain deliberate about transformation and its economic empowerment goals and is committed to the empowerment agenda as an integral part to nation building. The prospective investor will be required to champion the entrenchment of true economic transformation and empowerment in its spheres of influence. The prospective investor will be required to go beyond redressing historical imbalances and towards intrinsic true value that will result in active deliberate facilitation of sustainable and meaningful participation of Black people in the mainstream of the economy through its assets, investments and projects.
- 5.4 Compliance with lease agreement signed between tenant and the Department.
 - 5.4.1 Negotiate the conditions of the lease agreement.
 - 5.4.2 Issue licences in terms of National Forest Act 84 of 1998 to third parties.
 - 5.4.3 Regulate access to state forest for recreational, spiritual and educational purposes or for any licenced activities as outlined in line 23 of National Forest Act 84 of 1998.
 - 5.4.4 Ensure compliance with all National and Regional environmental related legislative instrument.

6. DEVELOPMENT PROPOSAL (OVERVIEW OF REQUIREMENTS)

- 6.1. The prospective investor will be required to demonstrate their ability and capacity to deliver and manage the plantation(s). The prospective investor will be required to submit a Business Proposal that, at minimum, shall address the following:
 - Feasibility and viability of the project supported by researched evidence;
 - Financial Ability; and
 - Empowerment plan or Socio-Economic Benefits.
- 6.2. The section below further details the request for proposal specification for the appointment of the investor to enter into a lease agreement with the Department.

A. Feasibility and viability of the project

The investor will be required to submit a Financial Model that will address the following but not limited to:

- A display of value for money for the Department (What is the proposed lease agreement should be and what is informing the proposed amount). The amounts should be demonstrated from packages offered, expenses and profit over a period of fifty (50) years.
- The economic and commercial feasibility of the project.
- A display of the private sector party to operate and maintain the infrastructure asset.

B. Financial Capability

The investor to provide proof of financial capability in the form of letter of confirmation or letter of intent issued by a registered financial institution that a working capital or access to debt (as an individual company or combined as a Joint Venture) and a Bank Credit Rating by a South African-based financial services group.

C. Empowerment Plan or Socio-Economic Benefits

The investor is expected to submit an empowerment plan demonstrating at least the following:

- Job Creation Plan (during and after construction);
- Enterprise Development (during and after planting of trees);
- Training and Development Programmes (throughout the lifecycle of the project);
- Demonstrate how the development will benefit the local community, local suppliers and/or community-based organisations on procurement of materials and labour;
- Demonstrate how the development will benefit disadvantaged communities, youth, women and people with disabilities; and
- Bidders are expected to advise and provide a detailed plan and how the target numbers to be listed below will be achieved.

DESCRIPTION	TARGET
Total number of jobs to be created in the project	Total number of Jobs
Number of jobs created for unemployed black people in this project	% of total jobs
Number of jobs created for black people in this project	% of total jobs
Number of black people Trained in some aspects of the project	% of workforce
Number of black youth Trained in some aspects of the project	% of black people trained
Number of black women Trained in some aspects of the project	% of black people trained
Number of black disabled people Trained in some aspects of the project	% of workforce

DESCRIPTION	TARGET
Rand value of spend to local SMMEs that have black ownership	% of Project Value
Full use of locally sourced or locally assembled material and/or products in line with the approved "Delivery Pipeline"	% of Project Value
Number of Local SMMEs to be supported in terms of the Enterprise and Supplier Development Plan for this project, including Demonstration graduation of suppliers in this project	Number

Note: The prospective investor will be required to commit to the achievement of the specified targets as completed in the proposal. The commitments made in the proposal will form part of the lease agreement.

D. Partnership

The investor will be expected to provide details on how they plan to establish the partnership which may belong to the following:

- People or associations of people concerned primarily with issues of society, employment and quality of life.
- Private enterprises (Companies or Close Corporation or Co-operatives or Trust Deed or Legally Established Community Entities) concerned primarily with the business growth and profitability, as well as with the local economy's adaptations of markets within the sector.
- The partnership group proposed need not be a legal structure but some form of legal structure (which may include using the existing legal structure of one of the members) must be in place before finalizing the lease agreement.
- The partnership group member's need not all be located within the Western Cape Province, but at least one of the members must be located within the plantation area selected by the prospective investors.
- The investor will act as the lead organization and, if selected, as the contracting party ("the tenant") in each package must:
 - be directly responsible for the preparation and management of the project, not acting as intermediary.
 - have stable and sufficient financial resources to ensure the continuity of their organization throughout the project.
 - be able to demonstrate their capacity to manage activities corresponding with the size of the project for which the package proposal has been submitted.

6.3. **Presentation and/ demonstration** – the Department reserves the right to request a presentation or demonstration from the short-listed investors, as part of the process.

7. DURATION OF PROJECT

- 7.1 The duration of the lease agreement will be for fifty (50) years after entering into a Lease Agreement per package(s) by both parties. The lease agreement will commence on the first day of the month, following the final signing of the lease agreement.

8. COSTING /COMPREHENSIVE BUDGET

- 8.1 In terms of PFMA section 76 (1) k and Treasury Regulations, the letting of immovable state property must be at the market related rates except when the public interest or the plight of the poor demands otherwise. This bid will thus be evaluated and awarded based on functionality and the highest rental offer received.
- 8.2 Escalation at 6% per annum to be incorporated in the proposed fifty (50) year lease period. The escalation in the rental will be reviewed and adjusted every five-years over the lease period in line with the Treasury Regulations and Prescripts and Consumer Price Index (CPI) at the Department discretion.
- 8.3 The offer will be awarded per package to the bidder who scores the highest PPPFA points. However, should an offer not be market related, the Department reserves the right to negotiate with the investors.
- 8.4 In addition to the above amount, the prospective investor will be required to pay all municipal charges including rates and taxes levied on the property.
- 8.5 The investor must also submit detailed information in line with the financial offer.
- 8.6 The investor must submit working spreadsheet indicating the initial rental (first year's monthly rental up to the entire fifty (50) year period).
- 8.7 The Department reserves the right to negotiate the best and final offer with the selected prospective investor where the proposal offered demonstrates value for money without offering the same opportunity to any other prospective investor(s) who has not been recommended.

9. INFORMATION SESSION

- 9.1 A non-compulsory project briefing session will be held to give clarity to the interested bidders to clarify the scope and extent of work. The bidders will have the opportunity to ask questions where needed. Bidders may decide to attend the virtual session (via MS Teams) or physically at the DFFE office.
- 9.2 The information session will be held as follows:

Package (s)	Plantations	Date	Time	Hybrid session both physical and virtual platform
Package 1	La Motte. Hawequa. Kluitjekraal Grabouw.	20/01/2023	10:am	Environment House Steve Biko Street Pretoria and MS Teams
Package 2	Jonkersberg	20/01/2023	10:am	Environment House Steve Biko Street Pretoria and MS Teams
Package 3	Bergplaas	20/01/2023	10:am	Environment House Steve Biko Street Pretoria and MS Teams
Package 4	Homtini	20/01/2023	10:am	Environment House Steve Biko Street Pretoria and MS Teams
Package 5	Buffelsnek	20/01/2023	10:am	Environment House Steve Biko Street Pretoria and MS Teams

MS TEAMS LINK: [Click here to join the meeting](#)

10. EVALUATION METHOD

10.1 The evaluation for this bid will be carried out in three (3) phases and are as follows:

- a) Phase 1: Pre-Compliance Requirements
- b) Phase 2: Functional Evaluation Criteria
- c) Phase 3: Price and B-BBEE

10.2 PHASE 1: PRE-COMPLIANCE

10.2.1 During this phase the documents will be reviewed to determine the compliance with Supply Chain Management (SCM) returnable, tax matters and whether Central Data Base (CSD)

report has been submitted with the proposal at the closing date and time. The proposals which do not satisfy the compliance criteria shall be disqualified.

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

Item No.	Administrative Requirements	Check/ Compliance
1	Application accompanied by business proposal per package	Provided and bound
2	Electronic Copy (USB)	Same as the master bid 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 and Price Breakdown	Completed and submitted
6	SBD 4 – Bidders Disclosure	Completed and signed
7	SBD 6.1 - Preference Points Claim Form in terms of the Preferential Procurement Regulations 2017	Completed and signed
8	Original or certified B-BBEE certificate (certificates issued by SANAS approved agencies or Sworn Affidavits)	Submitted
9	Company registration documents and/or founding documents	Submitted
10	Latest Financial statement	Submitted
11	Copies of Directors' or Members' or Trustees ID documents	Submitted
12	Letter of intent from the financial institution on the availability of the Working Capital	Submitted
13	Company Profile	Submitted
14	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

10.3 PHASE 2: FUNCTIONALITY AND TECHNICAL CRITERIA

10.3.1 The proposals that meet pre-compliance may be evaluated on functionality criteria.

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

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

GUIDELINES FOR CATEGORY CRITERIA	FUNCTIONALITY		
A Proposed Programme/ Project Management Approach	Provision of a proposed Plantation Management Plan approach and detailed methodology and implementation plan that demonstrates how the prospective investors will manage, control and plan forest management activities and objectives.		
	The prospective investor will be required to provide a Plantation Management Approach with an Action Plan	Indicator	Weight
	The Plantation Management approach demonstrates a good understanding of the Forestry Plantation or commercial forestry management. It further incorporates a clear Action plan with clear deliverables and timeframes.	5	20
	The Plantation Management approach demonstrates a basic understanding of the Forestry Plantation or commercial forestry management. It further incorporates a clear Action plan with clear deliverables and timeframes.	4	
	Action plan provided with deliverables and timeframes.	3	
	Action plan provided with no deliverables and timeframes.	2	
	Task not well understood.	1	
	No information provided	0	
	Experience of the prospective investor or lead company in managing similar projects	The prospective investor must demonstrate experience in managing forestry projects or similar projects.	
The prospective investor's profile with details of experience in managing forestry projects (Name of site, length of service, nature of services rendered, name of client/landlord, contact details)			

GUIDELINES FOR CATEGORY CRITERIA	FUNCTIONALITY		
	Positive reference letter demonstrating experience in managing plantations or project of similar nature	Indicator	Weight
	Experience in forestry plantation managing proposed usage for above 7 years	5	20
	Experience in forestry plantation managing proposed usage for 5 years and less than 7 years	4	
	Experience in forestry plantation managing proposed usage for 2 year and less than 5 years	3	
	Experience in forestry plantation managing proposed usage for less than two years	2	
	No experience in forestry plantation managing proposed usage at all	1	
	No Submission	0	
Comprehensive Empowerment Plan	The prospective investors must provide the detailed empowerment plan for the package proposal and must cover at minimum the job creation, enterprise development, development programme, partnership and use of local suppliers or SMME's to improve the local economic development.		
	Demonstrate how the development will benefit the local community and/or community based organisations		
	Comprehensive Empowerment Plan	Indicator	Weight
	The proposal demonstrates a good understand of forestry management that fully incorporates the Job Creation (during and after plantation), Enterprise Development (during and after plantation), Training and Development Programmes (throughout the lifecycle of the project with timelines), Partnership with Local Community Entities and Procurement of Material from Local Suppliers/SMME's	5	40
	The proposal demonstrates a basic understand of forestry management that partially incorporates the Job Creation (during and after plantation), Enterprise Development (during and after plantation), Training and	4	

GUIDELINES FOR CATEGORY CRITERIA	FUNCTIONALITY		
	Development Programmes (throughout the lifecycle of the project with timelines), Partnership with Local Community Entities and Procurement of Material from Local Suppliers/SMME's		
	The proposal demonstrates an average understand of forestry management that incorporates Job Creation (during and after plantation), Enterprise Development (during and after plantation), Training and Development Programmes (throughout the lifecycle of the project with timelines), Partnership with Local Community Entities and Procurement of Material from Local Suppliers/SMME's	3	
	The proposal demonstrates a poor understand of forestry management that incorporates Job creation (during and after plantation), Enterprise Development (during and after plantation), Training and Development Programmes (throughout the lifecycle of the project with timelines), Partnership with Local Community Entities and Procurement of Material from Local Suppliers/SMME's	2	
	The proposal demonstrates a lack of understand of forestry management that incorporates Job Creation (during and after plantation), Enterprise Development (during and after plantation), Training and Development Programmes (throughout the lifecycle of the project with timelines), Partnership with Local Community Entities and Procurement of Material from Local Suppliers/SMME's	1	
	No Submission	0	
	Financial Capability of the Prospective Investor (as an individual company or combined	Evidence of bidders overall financial capacity to the required working capital or including ability to raise/ access adequate financing	
	(Bidders will be required to submit evidence (signed on institution's letter head) of a Bank or other	Indicator	Weight

GUIDELINES FOR CATEGORY CRITERIA	FUNCTIONALITY		
as a Joint Venture) to implement the Programme/ Project)	Financial Institutions Credit Rating, working capital or access to debt)		
	Working capital or access to debt of at least of R50m (as an individual company or combined as a Joint Venture) and a Bank Credit Rating by a South African-based financial services group	5	20
	Working capital or access to debt of at least of R40m (as an individual company or combined as a Joint Venture) and a Bank Credit Rating by a South African-based financial services group	4	
	Working capital or access to debt of at least of R30m (as an individual company or combined as a Joint Venture) and a Bank Credit Rating by a South African-based financial services group	3	
	Working capital or access to debt of at least of R20m (as an individual company or combined as a Joint Venture) and a Bank Credit Rating by a South African-based financial services group	2	
	Working capital or access to debt of at least of R15m (as an individual company or combined as a Joint Venture) and a Bank Credit Rating by a South African-based financial services group	1	
	Non-compliant or no evidence provided	0	
TOTAL FUNCTIONALITY SCORE			100

10.4 PHASE 3: PRICE AND B-BBEE

- 10.4.1 The bid will be awarded to the bidder with the highest points on price and B-BBEE on condition that the bidder has met all phases of the evaluation criteria and complied with the tender requirements set out in the tender document.
- 10.4.2 The Department reserves the right to negotiate prices that are not deemed market related and not to award the tender to the bidder that tendered with the lowest price/achieved the highest points.
- 10.4.3 Preference Point System applicable for this bid is 80:20/90:10

- 10.4.4 Subject to sub-regulation 6 (2), points will be awarded to a tenderer attaining a B-BBEE status level contributor in accordance with the table below:

The following table must be used to calculate the B-BBEE scores (20/10)				
A	PRICE	90 or 80		
B	B-BBEE Status Level Contributor		Number of points (90/10)	Number of points (80/20)
	1		10	20
	2		9	18
	3		6	14
	4		5	12
	5		4	8
	6		3	6
	7		2	4
	8		1	2
	Non –compliant contributor		0	0

- 10.4.5 The points scored by a tenderer in respect of the level of B-BBEE contribution contemplated in sub regulation 6(2) must be added to the points scored for price as calculated in accordance with sub regulation 6(1) respectively.
- 10.4.6 Subject to regulation 11(1), the contract must be awarded to the tenderer who scores the highest total number of points.
- 10.4.7 A contract may be awarded to a tenderer that did not score the highest total number of points, only in accordance with section 2 (1) (f) of the Act.
- 10.4.8 A maximum of 80/90 points will be allocated for rental income on the following basis:

$$\begin{array}{ccc}
 \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\
 \\
 \mathbf{Ps = 80 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)} & \mathbf{or} & \mathbf{Ps = 90 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)}
 \end{array}$$

Where,

Ps = Points scored for the comparative rental income of the proposal under consideration

Pt = Comparative rental income of the proposal under consideration

P max = Comparative rental income of highest qualified proposal offer

11. SUBMISSION REQUIREMENTS FOR THE CALL FOR PROPOSAL

- 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 prospective investor is expected to submit the proposal for each package they intend to apply for, which must be backed up by the financial viability report per plantation.
 - 11.1.2 A copy of the Central Supplier Database report if available at the time of submission. The prospective investor must be registered on the Central Supplier Database (CSD) prior the award of the lease agreement.
 - 11.1.3 The SARS Tax Pin Certificate at the time of submission. All tax matters must be in order prior to the signing of the lease agreement.
 - 11.1.4 In the case of a proposal being submitted on behalf of a company, close corporation or partnership, evidence must be submitted to the Department at the time of submission of the proposal that the document has been signed by persons properly authorised thereto by resolution of the directors or under the articles of the entity. Furthermore, in the case of a joint venture or consortium at least one directors/members of each party to the joint venture or consortium must give consent to give authorisation for signatory to this submission.
 - 11.1.5 In the event that a resolution to sign is not completed by all directors/ members of the enterprise, the signature of any one of the directors or members to this bid will bind all the directors/ members of the enterprise and will therefore render the bid valid.
 - 11.1.6 No authority to sign is required from a company or close corporation or partnership which has only one director or member.
 - 11.1.7 Standard bidding documents (SBD1, 4, 6,1, and SBD 3.3 with Annexure A – Price Breakdown for a period of fifty (50) years.
 - 11.1.8 A detailed Empowerment Management Plan with clear targets and indications of who will be responsible for the management of the assignment as well as its execution.
 - 11.1.9 Any proposed improvement during the term of the lease.
 - 11.1.10 Declaration that the insurance will be obtained during the lease agreement.
 - 11.1.11 Respondents are required to demonstrate that they have the necessary resources and technical expertise to undertake and successfully complete the project: Technical Capability/expertise and track record of proposed team to be assigned to the project.
 - 11.1.12 Respondents will be required to submit evidence (signed on institution's letter head) of a Bank or other Financial Institutions Credit Rating, working capital or access to debt) Evidence of financial sustainability and solvency evidenced through at least three years of audited financial statements.

12. LEGISLATIVE FRAMEWORK OF THE BID

12.1. Tax Legislation

- 12.1.1 Respondents 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 Respondents who make taxable supplies more than R1 million in any 12-month conservative period are liable for compulsory VAT registration, but a person may also choose to register voluntarily provided that the minimum threshold of R500 000 has been exceeded in the past 12-month period.
- 12.1.3 Respondents 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 In the event that the application is made by a joint Venture or Partnership, the accreditation credentials in the name of the 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 prospective investor will be responsible for and shall bear all costs relates to the development of the property including bulk services, and any other obligations as may be required by local authorities.

13.2. The prospective investor will be responsible for the protection or relocation or removal or obtain all statutory approvals which maybe required during the lease period and such must be approved by the Project Manager representing the Department.

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

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

13.5. The Department reserves the right to conduct supplier due diligence prior to final award of the lease agreement or at any time during the lease agreement period and this may include site visits to monitor the partnership agreement with tenure beneficiaries.

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

13.7. 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.

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

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

a. B-BBEE status level certificate issued by a Verification Agency accredited by SANAS

- b. A Sworn Affidavit as prescribed by the B-BBEE Codes of Good Practice
 - c. B-BBEE certificate issued by the Companies and Intellectual Property Commission.
 - d. SBD 6.1 must also be duly completed, signed, and submitted alongside the bid to claim preference points. Failure to do so will result in B-BBEE preference points being forfeited
 - e. A trust, consortium or joint venture will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate
 - f. A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate proposal
 - g. In the event that 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.
- 13.10. Poor or non-performance by the bidder will result in cancellation of works orders.
 - 13.11. The Department intends to award to the highest rental income per item, unless circumstances justifies otherwise. The Department reserves the right to award to one bidder more than one package and/or to more than one bidder.
 - 13.12. The call for proposal will be awarded per package.
 - 13.13. If the prospective investor intends to bid for more than one package, more than one proposal plan for each package must be submitted within the same document.
 - 13.14. The proposal will be valid until award.
 - 13.15. The preferred investor will have to undertake the plantation and any other related development in no longer than 10 years unless determined otherwise by the Department.
 - 13.16. Due to the nature and extent of the development of vacant land which normally leads to escalation, the responsibility rest with the prospective investor to pay for property rates and taxes as well as all municipal services over the lease period.
 - 13.17. The Department may accept or reject any offer and may cancel the call for proposal as a whole or a part of the call, or any package or part of any area within the package.
 - 13.18. This document will prevail over any information provided during any briefing session whether oral or written unless such written information provided, expressly amends this document by reference.
 - 13.19. The plantations may only be used for intended purpose and may not be sub-let without the consent of the Department.
 - 13.20. The Prospective Investor shall not have the option to buy the land during and at the end of the lease agreement.

- 13.21. The Prospective Investor shall during the period of the lease not permit or cause to permit the invasion and/or unlawful occupation (or squatting on) of the property. Any failure to adhere to this condition may lead to an early termination of the Lease Agreement by the Department with the Prospective Investor being responsible for all costs and/or damages incidental thereto.
- 13.22. The Prospective Investor shall have no claim against the Department with regard to any loss or damage as a result of the leasing of the property.

14. ELIGIBILITY

14.1. The potential investors may not participate in calls for proposals or be awarded the lease agreement if:

- (a) they are bankrupt or being wound up, are having their affairs administered by the courts, have entered into an arrangement with creditors, have suspended business activities, are the subject of proceedings concerning those matters, or are in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
- (b) they have been convicted of an offence concerning professional conduct by a judgement which has the force of *res judicata* (i.e., against which no appeal is possible);
- (c) they are guilty of grave professional misconduct proven by any means which the Department can justify;
- (d) they have not fulfilled obligations relating to the payment of social security contributions or the payment of taxes in accordance with the legal provisions of the country;
- (e) they have been the subject of a judgement which has the force of *res judicata* for fraud, corruption, involvement in a criminal organisation or any other illegal activity that may be detrimental to the project;
- (f) they have been declared to be in serious breach of contract for failure to comply with their contractual obligations and are listed on the Database of Restricted Suppliers of the National Treasury in terms of Regulations 16A 9.1 (c).

The prospective investors are also excluded from participation in calls for proposals or the award of the lease agreement if, at the time of the call for proposals, they:

- (g) are subject to a conflict of interests;
- (h) are guilty of misrepresentation in supplying the information required by the Department as a condition of participation in the call for proposals or fail to supply this information;
- (i) have attempted to obtain confidential information or influence the evaluation committee during the evaluation process of the calls for proposals.

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

15. LEASE RENTAL PAYMENTS TERMS

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

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

- 15.3. The rental shall be subject to an escalation of 6% per annum compounded on the previous year's rental.
- 15.4. The lease period shall be fifty (50) years.
- 15.5. The lease will commence on the first day of the month, following the final signing of the lease agreement.

16. TECHNICAL ENQUIRIES

- 16.1 Should you require any further information in this regard, please do not hesitate to contact the following:

Name: Cyril Ndou

Telephone: 012 309 5707/066 019 1221

Email: cndou@dfre.gov.za

17. RENTAL INCOME SCHEDULE

PACKAGE 1

RENTAL PAYABLE TO DFFE ON USE OF LAND - PACKAGE 1		
A.	Rental of land from DFFE to be payable on a monthly basis	R
B.	Total rental payable per annum	R
C.	Rental Escalation (once per annum)	6%
D.	Total rental payable over 5 years	R
VAT AT 15%		R
TOTAL INVESTMENT INCOME		R
<u>(To be carried over to the form of offer - SBD 3.1)</u>		

PACKAGE 2

RENTAL PAYABLE TO DFFE ON USE OF LAND - PACKAGE 2		
A.	Rental of land from DFFE to be payable on a monthly basis	R
B.	Total rental payable per annum	R
C.	Rental Escalation (once per annum)	6%
D.	Total rental payable over 5 years	R
VAT AT 15%		R
TOTAL INVESTMENT INCOME		R
<u>(To be carried over to the form of offer - SBD 3.1)</u>		

PACKAGE 3

RENTAL PAYABLE TO DFFE ON USE OF LAND - PACKAGE 3		
A.	Rental of land from DFFE to be payable on a monthly basis	R
B.	Total rental payable per annum	R
C.	Rental Escalation (once per annum)	6%
D.	Total rental payable over 5 years	R
VAT AT 15%		R
TOTAL INVESTMENT INCOME		R
<u>(To be carried over to the form of offer - SBD 3.1)</u>		

PACKAGE 4

RENTAL PAYABLE TO DFFE ON USE OF LAND - PACKAGE 4		
A.	Rental of land from DFFE to be payable on a monthly basis	R
B.	Total rental payable per annum	R
C.	Rental Escalation (once per annum)	6%
D.	Total rental payable over 5 years	R
VAT AT 15%		R
TOTAL INVESTMENT INCOME <u>(To be carried over to the form of offer - SBD 3.1)</u>		R

PACKAGE 5

RENTAL PAYABLE TO DFFE ON USE OF LAND - PACKAGE 5		
A.	Rental of land from DFFE to be payable on a monthly basis	R
B.	Total rental payable per annum	R
C.	Rental Escalation (once per annum)	6%
D.	Total rental payable over 5 years	R
VAT AT 15%		R
TOTAL INVESTMENT INCOME <u>(To be carried over to the form of offer - SBD 3.1)</u>		R

NOTE: The total amount for the fifty (50) year lease should include escalation of 6% per annum. The escalation in the rental will be reviewed and adjusted every five (5) years over the lease period in terms of reviewed Treasury Regulations and the Consumer Price Index (CPI) at the Departments discretion.

THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

July 2010

GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

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

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

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

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General Conditions of Contract

1. Definitions

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

RSA.

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

obligations of the supplier covered under the contract.

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

2. Application

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

3. General

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

4. Standards

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

5. Use of contract documents and information; inspection.

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

6. Patent rights

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

7. Performance security

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

8. Inspections, tests and analyses

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

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

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

9. Packing

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

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

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

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

14. Spare parts

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

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

15. Warranty

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

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

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

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

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

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

16. Payment

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

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

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

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

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

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

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

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

may be due to him

25. Force Majeure

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

28. Limitation of liability

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

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

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



DEPARTMENT OF FORESTRY, FISHERIES AND THE ENVIRONMENT

BAS ENTITY MAINTENANCE FORM

Head Office Only

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

The Director General

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

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

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

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

Please ensure information is validate as per required bank screens .

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

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

Company / Personal Details

Registered Name

Trading Name

Tax Number

VAT Number

Title:

Initials:

Full Names

Surname

Persal Number

Address Detail

Address

(Compulsory if Supplier)

Physical

Postal

Postal Code

New Detail

☐ New Supplier information ☐ Update Supplier information

Supplier Type:

☐ Individual
☐ Company
☐ CC

☐ Department
☐ Trust
☐ Other (Specify)

☐ Partnership

Department Number
