



forestry, fisheries & the environment

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

INVITATION TO BID

BID NUMBER: DFFE-T052 (21/22)

THE APPOINTMENT OF THE SERVICE PROVIDER TO PRODUCE THREE ANNUAL REPORTS ON COMMERCIAL TIMBER RESOURCES AND PRIMARY ROUNDWOOD PROCESSING IN SOUTH AFRICA FOR THE PERIODS 2019/20, 2020/21 AND 2021/22 WITHIN A FOUR-YEAR PERIOD.

Contact persons:

Name: Mr. Joel Matshate

Office Telephone No.: 012 309 5781

E-Mail: JMatshate@environment.gov.za

Name: Mr. Renny Madula

Office Telephone: 012 309 5709

E-mail: AMadula@environment.gov.za

NATIONAL TREASURY CENTRAL SUPPLIER DATABASE (CSD) REGISTRATION INFORMATION

Bidder name	Registration number	Central Supplier Database (CSD number)	
			Main contractor
			Sub-contracted/ joint venture comp 1
			Sub-contracted/ joint venture comp 2

CLOSING DATE OF THE BID: 23 FEBRUARY 2022 AT 11H00

PART A INVITATION TO BID /

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	DFFE-T052 (21/22)	CLOSING DATE:	23 FEBRUARY 2022	CLOSING TIME:	11:00
DESCRIPTION	THE APPOINTMENT OF THE SERVICE PROVIDER TO PRODUCE THREE ANNUAL REPORTS ON COMMERCIAL TIMBER RESOURCES AND PRIMARY ROUNDWOOD PROCESSING IN SOUTH AFRICA FOR THE PERIODS 2019/20, 2020/21 AND 2021/22 WITHIN A FOUR-YEAR PERIOD.				
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	Mr Jacque Steyn or Ms Emily Babedi or Vonani Rikhotso		CONTACT PERSON	Mr. Joel Matshate Mr. Renny Madula	
TELEPHONE NUMBER	012 399 9019		TELEPHONE NUMBER	012 309 5781 012 309 5709	
FACSIMILE NUMBER	N/A		FACSIMILE NUMBER	N/A	
E-MAIL ADDRESS	jsteyn@environment.gov.za ebabedi@environment.gov.za vrikhotso@environment.gov.za		E-MAIL ADDRESS	JMatshate@environment.gov.za AMadula@environment.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] ☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX] ☐ Yes ☐ 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?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		☐ Yes ☐ No [IF YES, ANSWER PART B:3]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				☐ YES ☐ NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				☐ YES ☐ NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				☐ YES ☐ NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				☐ YES ☐ NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				☐ YES ☐ NO	
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

PART B
TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED--(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 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: DFFE-T052 (21/22)
CLOSING TIME 11h00	CLOSING DATE: 23 FEBRUARY 2022

OFFER TO BE VALID FOR120.....DAYS FROM THE CLOSING DATE OF BID.

DESCRIPTION: TERMS OF REFERENCE FOR THE SUPPLY OF FRUIT AND INDIGENOUS ORNAMENTAL TREES FOR USE IN THE TWO MILLION TREES PER ANNUM PROGRAMME OF THE DEPARTMENT FOR THE PERIOD OF 24 MONTHS.

**(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: Mr Jacque Steyn / Ms Emily Babedi / Ms Vonani Rikhotso

Tel: (012) 399 9019

E-mail: jsteyn@environment.gov.za or ebabedi@environment.gov.za or vrikhotso@environmenment.gov.za

Or for technical information –

Name: Mr. Joel Matshate

Office Telephone No.: 012 309 5781

E-Mail: JMatshate@environment.gov.za

Name: Mr. Renny Madula

Office Telephone: 012 309 5709

E-mail: AMadula@environment.gov.za

SBD 4

DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes an advertised competitive bid, a limited bid, a proposal or written price quotation). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-
 - the bidder is employed by the state; and/or
 - the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.
2. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**
 - 2.1 Full Name of bidder or his or her representative:
 - 2.2 Identity Number:.....
 - 2.3 Position occupied in the Company (director, trustee, shareholder², member):
.....
 - 2.4 Registration number of company, enterprise, close corporation, partnership agreement or trust:
.....
 - 2.5 Tax Reference Number:
 - 2.6 VAT Registration Number:
 - 2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / PERSAL numbers must be indicated in paragraph 3 below.

¹"State" means –

- (a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
- (b) any municipality or municipal entity;
- (c) provincial legislature;
- (d) national Assembly or the national Council of provinces; or
- (e) Parliament.

²"Shareholder" means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.

2.7 Are you or any person connected with the bidder presently employed by the state? **YES / NO**

2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member:

Name of state institution at which you or the person connected to the bidder is employed :

Position occupied in the state institution:

Any other particulars:

.....

.....

.....

2.7.2 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector? **YES / NO**

2.7.2.1 If yes, did you attach proof of such authority to the bid document? **YES / NO**

(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.

2.7.2.2 If no, furnish reasons for non-submission of such proof:

.....

.....

.....

2.8 Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months? **YES / NO**

2.8.1 If so, furnish particulars:

.....

.....

.....

2.9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

2.9.1 If so, furnish particulars.

.....

2.10 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid?

2.10.1 If so, furnish particulars.

2.11 Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are bidding for this contract?

2.11.1 If so, furnish particulars:

3 Full details of directors / trustees / members / shareholders.

[illegible]

4 DECLARATION

I, THE UNDERSIGNED (NAME).....

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT.
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME SHOULD THIS
DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

November 2011

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 not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable; or

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
B-BBEE STATUS LEVEL OF CONTRIBUTOR	20
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) **“prices”** 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. POINTS AWARDED FOR PRICE

3.1 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

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

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

P_{min} = Price of lowest acceptable bid

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

- 4.1 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

5. BID DECLARATION

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

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

- 6.1 B-BBEE Status Level of Contributor: . = maximum 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.)

7. SUB-CONTRACTING

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

(Tick applicable box)

YES	☐	NO	☐
-----	--------------------------	----	--------------------------

- 7.1.1 If yes, indicate:

- What percentage of the contract will be subcontracted.....%
- The name of the sub-contractor.....
- The B-BBEE status level of the sub-contractor.....
- 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		

8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name of company/firm:.....

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

8.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

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

8.8 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

.....

.....

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Standard Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be disregarded if that bidder, or any of its directors have-
 - a. abused the institution's supply chain management system;
 - b. committed fraud or any other improper conduct in relation to such system; or
 - c. failed to perform on any previous contract.
- 4 **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied). The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.	Yes ☐	No ☐
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	Yes ☐	No ☐
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes ☐	No ☐
4.3.1	If so, furnish particulars:		
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes ☐	No ☐

4.4.1	If so, furnish particulars:
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SBD 8

CERTIFICATION

**I, THE UNDERSIGNED (FULL NAME).....
 CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION
 FORM IS TRUE AND CORRECT.**

**I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT,
 ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION
 PROVE TO BE FALSE.**

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

Js365bW

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Standard Bidding Document (SBD) must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
- 4 This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

¹ Includes price quotations, advertised competitive bids, limited bids and proposals.

² Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

6. 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 consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. 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 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.

10. 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.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

Js914w 2



**forestry, fisheries
& the environment**

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

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

TERMS OF REFERENCE

FOR

THE APPOINTMENT OF THE SERVICE PROVIDER TO PRODUCE THREE ANNUAL REPORTS ON COMMERCIAL TIMBER RESOURCES AND PRIMARY ROUNDWOOD PROCESSING IN SOUTH AFRICA FOR THE PERIODS 2019/20, 2020/21 AND 2021/22 WITHIN A FOUR-YEAR PERIOD.

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1. PURPOSE

- 1.1 To appoint a service provider to produce three annual reports on Commercial Timber Resources and Primary Roundwood Processing in South Africa for the 2019/20, 2020/21 and 2021/22 financial years, within a four-year period.

2. INTRODUCTION AND BACKGROUND

- 2.1 The **Department of Forestry, Fisheries and the Environment (DFFE)** is the custodian of South Africa's forest resources. The Department has a legal mandate to ensure that the country's forests are developed and managed in a sustainable manner. Sustainable forest management in South Africa is attained through the implementation and administration of two forestry legislation, namely, the National Forests Act, 1998 (Act No. 84 of 1998) and the National Veld and Forest Fire Act, 1998 (Act No. 101 of 1998). The National Forests Act, 1998 provides for the development and implementation of Principles, Criteria, Indicators and Standards (PCIS) for Sustainable Forest Management (SFM) applied globally. The Act, and the Regulations thereof require of the Minister to collect data and publish reports annually on the location, extent and nature of existing commercial timber plantations in South Africa as well as information on forestry related primary timber processing industries. This report is referred to as the "*Report on Commercial Timber Resources and Primary Roundwood Processing in South Africa*".

The National Veld and Forest Fire Act, 1998 primary purpose is to ensure integrated fire management throughout the Republic. It aims to prevent and combat veld, forest and mountain fires throughout the country. Fire statistics and other forest disturbances are therefore an integral part of the annual report on commercial timber resources and primary roundwood processing in South Africa.

- 2.2 The information obtained from the annual survey of commercial timber plantations is of national, regional and global importance and is essential for establishing the facts, and trends on the forest estate and primary timber processing industries. The report serves various purposes including sound decision making, national and international reporting as well as guiding policy direction based on the facts and trends presented by the report.
- 2.3 Accordingly, collection and updating of forestry statistics is viewed as extremely important by government and the Department as well as private sector as the information so collected is used to make decisions and for planning processes.
- 2.4 The information contained in the annual "*Report on Commercial Timber Resources and Primary Roundwood Processing in South Africa*" is not only important to the industry, but also to other government Departments and State-Owned Entities such as the Department of Trade, Industry and Competition (DTIC), Statistics South Africa, Institutions of Higher Learning and Non-governmental Organisations including Research Institutions and potential investors.
- 2.5 Although forests cover is just over 40 million hectares of the 122.1 million hectares of land surface area of the Republic of South Africa, commercial plantations constitute only about 1.23 mil ha (1%) of the forest asset. In 2018/19, there were 140 known primary timber-processing plants in operation of which 73 were sawmills (including veneer and plywood plants), 30 pole treating plants, 19 pulp and board mills and chipping plants and 13 mining timber mills.

- 2.6 It must be noted that provision of data by timber growers and primary roundwood processing industries is a legal (mandatory) requirement in terms of Sections 6(1) and 6(3) of the National Forests Act, 1998 as well as Regulation 19 of the principal Act (Government Gazette Number 32185, dated 29 April 2009).

3. OBJECTIVES

- 3.1 To meet the requirements of Section 6(3) of the National Forests Act, 1998 (Act No. 84 of 1998) as well as Regulation 19 of the Act.
- 3.2 To present facts and trend on the country's commercial timber plantations.
- 3.3 Assist in planning and decision making by policy makers, timber growers and timber processing enterprises.
- 3.4 To ensure readily available data for national, regional (and/ or Continental) and international reporting obligations.
- 3.5 A monitoring, evaluation and reporting tool to determine compliance with the notion of sustainable forest management.

4. SCOPE AND EXTENT OF WORK

- 4.1 **Report on Commercial Timber Resources and Primary Roundwood Processing in South Africa:**
The scope for this survey is on a national scale but it is primarily concentrating on the provinces with commercial timber plantations, namely, Limpopo, Mpumalanga, Eastern Cape, Western Cape, Kwazulu-Natal and North West. Data on commercial timber production and primary processing shall be collected from commercial timber producers (timber growers) and primary timber processing industries such as sawmills and pole treating plants. The primary timber processing industries are distributed throughout the country. Commercial timber growing companies comprise members of the Forestry South Africa (large companies and medium growers), Natal Cooperative Timbers (NCT) and Transvaal Wattle Kweekers (TWK), that is, Co-operatives/commercial farmers, micro growers and individuals. The timber processing industries are mainly members of Paper Manufacturers Association of South Africa (PAMSA), The Wood Foundation (TWF) and the South African Wood Preservers Association (SAWPA). Some of the big companies have their own timber processing operations linked to their businesses.
- 4.2 The model for this service is the 2018/19 Report on Commercial Timber Resources and Primary Roundwood Processing in South Africa, issued by the Department. The survey will also include a spatial distribution map/s of commercial timber resources per genus and timber processing installations/ plants. The Bidder must, include in the report annual employment statistics for the forestry industries (timber growers and processors) for different categories
- 4.3 Collection of data should be aligned to regulation 19 of the National Forests Act, 1998 (Act No.84 of 1998). Regulation 19 of the Act requires Owners or Managers or Lessees of Plantations and forestry related primary timber processing enterprises to provide the Minister with prescribed particulars regarding their businesses for the preceding period of one year from 1 July to 30 June.
- 4.3.1 The service required encompass nearly the entire statistical value chain process inclusive of the design of output products, building data collection instrument, data collection and processing, analysis and dissemination in the form of a report. The data will be collected from plantation owners / managers and owners or managers of primary timber processing businesses. The first report will be from data collected for the financial year 2019/ 20 and the subsequent reports will be from the repeat of more or less the same processes followed in the first year. The typical reports for the previous years are accessible in the

Departmental website and may also be obtained from the DFFE Offices, 110 Hamilton Street, Arcadia, Pretoria.

- 4.3.2 Bidders should note that a successful service provider will be required to render/ provide the following service requirements:

NO	SERVICE REQUIREMENTS
4.3.2.1	The bidder shall produce the report(s) based on the current model used by the Department of Forestry, Fisheries and the Environment (DFFE) to carry out the annual survey on commercial timber resources.
4.3.2.2	Develop questionnaires for collection of data from industries and individuals
4.3.2.3	Include in the questionnaire, new data fields/ parameters as per agreement with the Department
4.3.2.4	Develop the guidelines for filling in the forms (questionnaires) and the parameters required
4.3.2.5	Incorporate to the questionnaire, any additional data which may be omitted in the current data collection system
4.3.2.6	Develop and/ or review database of commercial timber producers and primary roundwood processors as the basis for data collection
4.3.2.7	Review database from time to time, where applicable
4.3.2.8	Discuss with the Department and realign Forestry Economic Zones with boundaries of District Municipalities. This includes developing GIS map showing major genus distribution of commercial forestry species in South Africa which should be incorporated to the annual report on commercial timber resources and primary roundwood processing (CTRPRP) in South Africa
4.3.2.9	Collect statistics from commercial timber growing/ producing industries and individuals and primary roundwood processors.
4.3.2.10	Capture data, analyse the data and prepare report/s
4.3.2.11	Consult with relevant key stakeholders to verify the data, observed facts and trends presented in the report/s and possible reasons for such
4.3.2.12	Submit report/s to the DFFE for approval
4.3.2.13	Finalise, print and publish the report
4.3.2.14	Submit to the DFFE, the following as final performance indicators for the project: ▪ 200 copies of each version of the Report on Commercial Timber Resources and Primary Roundwood Processing in South Africa for the 2019/20, 2020/21, 2021/22 financial years. ▪ Electronic copies of the report/s in both Word and PDF formats. ▪ Submit raw data collected during the project in a suitable format. ▪ Updated database/s. Provide any appropriate form of evidence for organisations and individuals to whom Questionnaires were sent indicating their level of compliance and/ or non-compliance thereof
4.3.2.15	Presentation of report/s to DFFE Management with recommendations, where necessary

SERVICE DELIVERABLES	
Bidder/s shall also take cognisance of the following service deliverables when implementing the Project:	
4.3.2.16	The service shall be based on the current method of data collection and processing whereby questionnaires are distributed to stakeholders as per database. The relevant guideline document/s for the completion of the forms should accompany the questionnaire/s
4.3.2.17	Bidder/s shall annually print 200 copies of the CTRPRP report and submit to the DFFE as approved
4.3.2.18	All copies of the reports are to be delivered to the DFFE within 30 days of receipt by the Service Provider upon the Department's written authorisation/ approval of the draft report/s.
4.3.2.19	Branding, design and layout of the report (cover page) should be approved by the Department before printing of the report/s
4.3.2.20	The final report on the annual report on Commercial Timber Resources and Primary Roundwood Processing in South Africa is to be delivered to DFFE on or before 30 June of each year for the duration of the contract
4.3.2.21	Any review of the data collection system must be done in consultation with the DFFE by no later than June of each year. The survey questionnaires should be disseminated to entities and individuals during the month of July/ August each year.
4.3.2.22	The questionnaires to be prepared; printed and dispatched using self-addressed, pre-paid return envelope for each questionnaire.
4.3.2.23	If a review has been done, Bidder/s must include the latest reviewed Guideline Documents for the questionnaires that are posted to each company or individual on the address list
4.3.2.24	Bidders must also prepare, print and dispatch reminder notices to all those who have not submitted their returns by the deadline as stated in the initial mail package: i) First reminder notice: approximately 70% of address list. ii) Second reminder: approximately 40% of address list. Final reminder: approximately 20% of address list.
4.3.2.25	Bidder/s must inform DFFE regularly on progress made with submission and the status of returns; this should be an integral part of the periodic reports that should accompany each invoice submitted for payment. On request from the DFFE, the bidder should make data/ information available in a format agreed to, which is not reflected in the reports but is of relevance to other studies that may need to be performed
4.3.2.26	Information obtained by the Service Provider of individual plantations and processing plants is considered extremely confidential and would not be disclosed to any private individual or firm. The DFFE will itself not make available such confidential data or information to third parties, without written consent
4.3.2.27	Commercial roundwood timber statistics and the system shall remain property of the DFFE provided that any right of access to the input data and the system itself shall only be available to the DFFE in the event of termination of the agreement
4.3.2.28	Within one month of the commencement of this project the bidder will provide the DFFE with a planning schedule in respect of the achievement of the milestones for the project
4.3.2.29	The successful bidder shall at all times employ competent persons under the leadership of a competent

	Project Manager/ Leader to ensure work quality is not compromised
4.3.2.30	In compliance with: Tax invoices must be accompanied by a brief statement of activities, and a detailed progress reports shall specify progress relative to the planning schedule specified and submitted to the DFFE. The DFFE shall approve, in advance, any publication arising from this project which the staff of the bidder may wish to publish.
4.3.2.31	The distribution of copies of the final reports shall, before completion of the reports, be the subject of discussions between the DFFE and the bidder.
4.3.2.32	The DFFE will, for the duration of the contract, have the right to monitor any implementation of a framework by the bidder which provides for the DFFE's commitment to the employment of previously disadvantaged persons or groups and gender equality, provided that such monitoring does not; (a) in any way interfere with or impede the bidder's work under this agreement (b) place any undue financial burden on the bidder
4.3.2.33	For the purpose of monitoring the implementation of the framework, the DFFE reserves the right to; a) appoint an official within DFFE for that purpose. nominate an official within DFFE to work with the Bidder from time to time as the DFFE may deem necessary.
4.3.2.34	It should be noted however, that although the bidder may have meetings with respondents (Owners or Managers of Plantations and Processing Stations) to discuss certain matters relevant to the project, the service does not require extensive/ regular field visits.
4.3.2.35	The proposal must provide for meetings, feedback and other forms of liaison necessary for the production of the report/s and for suggestions to be made where applicable as a form of a reporting system/ arrangement.
TIMEFRAME	
This is a project involving compilation of three reports within four years.	
SPECIFIC MINIMUM REQUIREMENTS REQUIRED	
In-depth knowledge and understanding of the forestry and timber processing sectors and related sub-sectors in South Africa	
4.3.2.36	Knowledge and understanding of the magnitude of the project including knowledge of the forestry value chain
4.3.2.37	Ability to build and sustain relationships with key stakeholders
ATTRIBUTES OF THE BIDDER	
Bidder/s should have a good track record in doing valuations/ analytical studies and reports, particularly in the field of natural resources management	
4.3.2.38	The successful bidder should preferably have experience in the field and operations of the commercial forestry sector including the primary roundwood processing sector
4.3.2.39	The Bidder should have adequate capacity to carry out the work of this nature and magnitude.
4.3.2.40	Strong analytical and writing skills and demonstrated capacity to present high level reports to a variety of portfolios (policy makers, research institutions <i>et cetera</i>).

4.3.2.41	A list with the Project Team names that indicate who the project leader is must be submitted with the bid documents.
4.3.2.42	Bidders must include a detailed work plan or methodology with a detailed budget reflecting all cost as per the proposal in their bid/s. Failure to submit the detailed work plan with the budget containing cost-breakdowns (as per proposal) together with the bid/s will result in the bidder's bid/s be viewed as invalid and therefore rejected. a) A detailed description of the methodology and approach to be used. b) A detailed implementation schedule for the project. A detailed budget indicating thorough breakdown of the project costs
4.3.2.43	Detailed Curriculum Vitae(s) (CVs) including copies of identity documents must be supplied of all the project team members or person(s) who will, in the event that the bid is awarded, be doing the work. Copies of the qualifications of the team leader must be attached with the team leader's CV.
4.3.2.44	Similar contracts executed (record of accomplishment) with references of at least three (3) clients. The name of the company, nature of contract, contact person and contact details must be submitted as part of the bid.

c) **EXPECTED DELIVERABLES / OUTCOMES**

At the end of the cycle for each report, it is expected of the successful bidder to deliver the following:

- 5.1 Electronic report in word format
- 5.2 Electronic report in PDF format
- 5.3 200 x printed copies of the report with the following specifications:
 - Pur binding Size: 297mm x 210mm Portrait. Colours: 4 colour process both sides.
 - Inner Page Material: HiQ Titan 170gsm gloss - Pro.
 - Finishing: Score and pur binding.
 - Proofs: 2 sets of proofs included.
 - Cover: GLOSS, White, 200gsm. A4 4 pages
- 5.4 Collected raw data
- 5.5 Processed data
- 5.6 Maps as appendices at the end of the report with the following specifications:
 - Maps showing the extent of Commercial Forestry by genus types for the five (5) provinces Western Cape, Eastern Cape, KwaZulu-Natal, Mpumalanga and Limpopo province.
 - Database in Microsoft Excel or Microsoft Access of the Appendix A - Detailed Commercial Timber Resources Schedules (exclude data which is regarded as sensitive and/ or confidential)

A standardized classification of genus types on the maps must follow the prescribed colour palette using RGB color model displaying primary colour of red, green and blue as per Table 1 below which should form the map legend.

Legend	Colour	R	G	B
Acacia		130	60	40

Eucalyptus		0	100	0
Pine		80	230	0
Other/Mixed		230	150	0
Temporary Unplanted (Clear-felled)		250	120	80

Background data on each maps should include the following topographic features:

- Main Towns (label with bold colour)
- Towns
- National Roads (as red lines with blue labels)
- Local municipal boundary with labels
- District municipal boundary with labels
- Study Province labelled with (light grey solid colour fill), other province labeled (White solid colour fill).

All maps should be printed on A3 page size and landscape layout.

Each map should be produced at a province level with map scale of between 1:800 000 and 1:1 100 000

Map should include a locality map showing South Africa with provincial boundaries labelled and study province highlighted and labelled.

Main map layout view should be a one-degree (1°) grid with only graticules labelled without lines and ticks showing on map.

Maps should have the title, north arrow, scale bar, scale text and the Departmental logo at the (top right corner or bottom left corner of the map).

Deliverables

- Electronic PDF maps printed on A3 page size for the five (5) provinces Eastern Cape, Western Cape, KwaZulu-Natal, Mpumalanga and Limpopo.
- Vector layer data set used to derive the genus types i.e. shapefiles data in geographic coordinates system WGS84.
- Electronic file of the database in Microsoft Excel or Microsoft Access

6. PERIOD / DURATION OF PROJECT / ASSIGNMENT

- 6.1. The successful service provider will be appointed for a period of four (04) years after the signing of the Service Level Agreement (SLA) by both parties and the issuing of an official purchase order.

7. COSTING / COMPREHENSIVE BUDGET

- 7.1 Comprehensive fixed costing/ budget must be provided on (SBD 3.1) inclusive of all disbursement costs, delivery and other expenses inclusive of VAT.
- 7.2 DFFE reserves the right to negotiate price with a recommended service provider identified in the evaluation process without offering the same opportunity to any other bidder (s) who have not been recommended
- 7.3 The following pricing schedule should be used:

PRICING SCHEDULE/ SBD 3.3

NAME OF BIDDER: BID NO:.....
CLOSING TIME: 11h00

OFFER TO BE VALID FOR120.....DAYS FROM THE CLOSING DATE OF BID.

PRICING SCHEDULE FOR THE APPOINTMENT OF THE SERVICE PROVIDER TO DEVELOP A POLICY (OPERATIONAL POLICY) FOR THE ENVIRONMENTAL (EP) PROGRAMMES BRANCH FOR A PERIOD OF TWELVE (12) MONTHS.

PRODUCE ANNUAL REPORTS ON COMMERCIAL TIMBER RESOURCES: DELIVERABLE	RATE/ UNIT PRICE	TOTAL PRICE
7.3.1 Development of Questionnaires for data collection	R	R
7.3.2 Development of guidelines on completing the Questionnaires	R	R
7.3.3 Identification and Creation of database of stakeholders (data sources)	R	R
7.3.4 Pre-paid envelopes	R	R
7.3.5 The need to make two follow ups on outstanding data	R	R
7.3.6 Design and layout of the report/s	R	R
7.3.7 Printing of 200 copies of each report	R	R
	Sub -Total Cost	R
	VAT @ 15%	R
	Total Cost	R

8. EVALUATION METHOD

8.1. The evaluation for this bid will be carried out in four (4) phases:

- Phase 1: Pre-Compliance.
- Phase 2: Pre-Qualification.
- Phase 3: Functionality Criteria.
- Phase 4: Price and B-BBEE.

8.2. PHASE 1: Pre-compliance or Initial Screening

8.2.1. During this phase bid proposal will be evaluated/ reviewed to determine the compliance with SCM returnable documents on the on table 8.2.2 below including Central Supplier Database (CSD) report. All documents must be submitted with the bid documents at the closing date and time of the bid. Non-completed and unsigned SBD's will result on bid being disqualified and will not be evaluated further.

8.2.2. The following Standard Bidding Documents (SBD's) must be fully completed, signed and submitted with bid proposal:

Item No.	Administrative Requirements	Check/Compliance	Non-submission may result in disqualification?
1	One Original Bid Document	Provided and bound	*YES
Included in the Bid Document			
2	SCM - SBD 1 - Invitation to Bid	Completed and signed	*YES
3	SCM - SBD 4 - Declaration of Interest	Completed and signed	*YES
4	SCM - SBD 6.1 - Preference Points Claim Form in terms of the Preferential Procurement Regulations 2017	Completed and signed, supported by B-BBEE Certificate if applicable or Affidavit if applicable	**NO
5	SCM - SBD 8 – Declaration of Bidder's Past Supply Chain Management Practices	Completed and signed	*YES
6	SCM - SBD 9 - Certificate of Independent Bid Determination	Completed and signed	*YES
7	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	*YES
8	CSD registration number/ SARS Tax Status Pin and CSD summary report - Tax Clearance Certificate Requirements	Attached CSD registration number/SARS Tax Status Pin and CSD summary report	*YES

8.3. PHASE 2: Pre-qualification Criteria

- 8.3.1 The following pre-qualification criteria will apply and all bids that do not meet pre-qualification requirements will be disqualified and will not be evaluated further on mandatory requirements. Bidders are required submit required documents and to answer/ tick **YES/ NO** and attach a proof.

	REQUIREMENT	COMPLY	
		YES	NO
PRE-QUALIFICATION CRITERIA	8.3.1.1 Only bidder (s) who are registered as B-BBEE Status level from 1-8 of B-BBEE Status Level of contributor will be considered for this bid as per Preferential Procurement Regulations 2017.		
	- Bidders are requested to submit a valid B-BBEE Status Level Verification Certificate issued by SANAS, Accredited Verification Agency or valid B-BBEE Certificate issued by CIPC or Sworn Affidavit commissioned by Commissioner of Oaths together with their bids. NB: Failure to submit a B-BBEE Status Level Verification Certificate issued by SANAS, Accredited Verification Agency or valid B-BBEE Certificate issued by CIPC or Sworn Affidavit commissioned by Commissioner of Oaths will result on bid being non-responsive or disqualified.		

8.4 Functionality Criteria

- 8.4.1 Only bid proposals that meet pre-compliance, pre-qualification and mandatory requirements will be considered to be evaluated on functionality criteria,
- 8.4.2 Stage 4: The bidder must score a minimum of **75%** during Stage 1 (functionality / technical) of the evaluation to qualify for Stage 5 of the evaluation where only points for price and B-BBEE will be considered.
- 8.4.3 The following values/ indicators will be applicable when evaluating functionality:
0 = Non-compliance; 1 = Poor; 2 = Fair; 3 = Average; 4 = Good; 5 = Excellent.

Category																
GUIDELINES FOR CATEGORY CRITERIA	FUNCTIONALITY (GUIDELINES FOR CRITERIA APPLICATION)	Weight														
A proposed project plan, Methodology and Management of the project in database creation/ maintenance, data collection and capturing, data analysis, report/s compilation, reports design, layout and publishing/ printing and project closeout.	Service Provider are required to provide a details project plan with intermediate and final outputs and identified timeframes/ milestones, methodology and management of the project taking into account statistical value chain processes inclusive of the design of output products, building data collection instrument, data collection and processing, analysis and dissemination and project management. Report compilation, design, layout, and printing. <table><tr><th>Project plan, methodology and project management</th><th>Indicator</th></tr><tr><td>Project plan and methodology well broken down; with detailed objectives and milestones.</td><td>5</td></tr><tr><td>Project plan and methodology, action identification basic; clear objectives and clear milestones.</td><td>4</td></tr><tr><td>Action plan provided with no deliverables and timeframes.</td><td>3</td></tr><tr><td>Limited information provided on the action plan</td><td>2</td></tr><tr><td>Task not well understood.</td><td>1</td></tr><tr><td>No information provided</td><td>0</td></tr></table>	Project plan, methodology and project management	Indicator	Project plan and methodology well broken down; with detailed objectives and milestones.	5	Project plan and methodology, action identification basic; clear objectives and clear milestones.	4	Action plan provided with no deliverables and timeframes.	3	Limited information provided on the action plan	2	Task not well understood.	1	No information provided	0	40
Project plan, methodology and project management	Indicator															
Project plan and methodology well broken down; with detailed objectives and milestones.	5															
Project plan and methodology, action identification basic; clear objectives and clear milestones.	4															
Action plan provided with no deliverables and timeframes.	3															
Limited information provided on the action plan	2															
Task not well understood.	1															
No information provided	0															
Certified Qualifications of a Project Leader to be assigned to the project.	Bidder (s) are required to submit relevant certified qualifications of a project leader in the areas of environmental management, economics and statistics. <table><tr><th>Relevant qualifications of a project leader</th><th>Indicator</th></tr><tr><td>A Masters qualification and above</td><td>5</td></tr><tr><td>An honours or equivalent qualification (s)</td><td>4</td></tr><tr><td>A degree qualification (s)</td><td>3</td></tr><tr><td>A three-year diploma qualification (s)</td><td>2</td></tr><tr><td>Two years diploma or certificate qualification (s)</td><td>1</td></tr><tr><td>No qualification (s) attached/ submitted</td><td>0</td></tr></table>	Relevant qualifications of a project leader	Indicator	A Masters qualification and above	5	An honours or equivalent qualification (s)	4	A degree qualification (s)	3	A three-year diploma qualification (s)	2	Two years diploma or certificate qualification (s)	1	No qualification (s) attached/ submitted	0	15
Relevant qualifications of a project leader	Indicator															
A Masters qualification and above	5															
An honours or equivalent qualification (s)	4															
A degree qualification (s)	3															
A three-year diploma qualification (s)	2															
Two years diploma or certificate qualification (s)	1															
No qualification (s) attached/ submitted	0															
Technical Capability/ expertise and track record of key personnel to be assigned to the project in database management, data collection, capturing, data analysis, report compilation, design, layout, and publishing	Bidder (s) are required to demonstrate that they have the necessary resources and technical expertise to undertake and successfully complete the project. Bidder (s) should submit curriculum vitae for the project leader proposed to be employed on the project. Curriculum vitae are to include specific details of these individuals including, inter alia, relevant experience and to include three contactable reference, technical qualifications and past experience statistical value chain processes inclusive of the design of output products, building data collection instrument, data collection and processing, analysis and dissemination as well as knowledge or experience in database management, report writing, design, layout, and printing. <table><tr><th>Experience of key personnel in database management, data collection, capturing, data analysis, report compilation, design, layout, and printing</th><th>Indicator</th></tr><tr><td>6 years 'experience or more</td><td>5</td></tr><tr><td>5 years' and less than 6 years' experience</td><td>4</td></tr><tr><td>4 years' and less than 5 years' experience</td><td>3</td></tr><tr><td>3 years' and less than 4 years' experience</td><td>2</td></tr><tr><td>2 years' and less than 3 years' experience</td><td>1</td></tr><tr><td>No experience</td><td>0</td></tr></table>	Experience of key personnel in database management, data collection, capturing, data analysis, report compilation, design, layout, and printing	Indicator	6 years 'experience or more	5	5 years' and less than 6 years' experience	4	4 years' and less than 5 years' experience	3	3 years' and less than 4 years' experience	2	2 years' and less than 3 years' experience	1	No experience	0	30
Experience of key personnel in database management, data collection, capturing, data analysis, report compilation, design, layout, and printing	Indicator															
6 years 'experience or more	5															
5 years' and less than 6 years' experience	4															
4 years' and less than 5 years' experience	3															
3 years' and less than 4 years' experience	2															
2 years' and less than 3 years' experience	1															
No experience	0															

The company's experience, track record and knowledge in the fields of environmental management, economics and statistical analysis	Bidder (s) are required to demonstrate relevant past experience and competency of the company in database management, data collection, capturing, data analysis, report compilation, design, layout, and printing. Bidder (s) should submit full details of three reliable contactable signed references for, projects of a similar scope which were successfully completed in the previous years encompassing statistical value chain processes inclusive of the design of output products, building data collection instrument, data collection and processing, analysis and dissemination as well as knowledge or experience in report writing, design, layout, and printing.	15														
	<table><tr><th>Company experience in editing, layout, design, publishing and printing works.</th><th>Indicator</th></tr><tr><td>6 years 'experience or more</td><td>5</td></tr><tr><td>5 years' and less than 6 years' experience</td><td>4</td></tr><tr><td>4 years' and less than 5 years' experience</td><td>3</td></tr><tr><td>3 years' and less than 4 years' experience</td><td>2</td></tr><tr><td>2 years' and less than 3 years' experience</td><td>1</td></tr><tr><td>No experience</td><td>0</td></tr></table>		Company experience in editing, layout, design, publishing and printing works.	Indicator	6 years 'experience or more	5	5 years' and less than 6 years' experience	4	4 years' and less than 5 years' experience	3	3 years' and less than 4 years' experience	2	2 years' and less than 3 years' experience	1	No experience	0
	Company experience in editing, layout, design, publishing and printing works.		Indicator													
	6 years 'experience or more		5													
	5 years' and less than 6 years' experience		4													
	4 years' and less than 5 years' experience		3													
	3 years' and less than 4 years' experience		2													
	2 years' and less than 3 years' experience		1													
No experience	0															
Total points on functionality		100														

8.4 PHASE 5: Preference Point System 80/20

- 8.4.1. The **fifth phase** is to perform an evaluation of Price and BBEE on the bidders, that successful qualified on phase 4 (functional evaluation criteria).
- 8.4.2. **Calculation of points for price** - The PPPFA prescribes that the lowest acceptable bid will score 80 points for price. Bidders that quoted higher prices will score lower points for price on a pro-rata basis. Only bid proposals that meets mandatory requirements will be considered to be evaluated on price and B-BBEE.
- 8.4.3. **Calculating of points for B-BBEE status level of contribution** - Points will be awarded to a bidder for attaining the B-BBEE status level of contribution or a sworn affidavit certified by the commissioner of oath in accordance with the table below:
- 8.4.4. Awarding of the bid/ tender - The contract will be awarded to the tenderer scoring the highest points.

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

9 BID SUBMISSION REQUIREMENTS

- 9.1. 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:
 - 9.1.1. The service provider must draft a table of content which will indicate where each document is located in the proposal.
 - 9.1.2. Standard bidding documents (SBD1, 3.3, 4, 6.1, 8 and 9) completed and signed.
 - 9.1.3. Tax compliance status pin and/or Central Supplier Database (CSD) report.

10. SPECIAL CONDITIONS OF CONTRACT

- 10.1. The appointment of a successful Service Provider shall be subject to all parties agreeing to mutually acceptable contractual Terms and Conditions. In the event of all parties failing to reach an agreement, DFFE reserves the right and shall be entitled to cancel the award.
- 10.2. DFFE will not be held responsible for any costs incurred by the service providers in the preparation, presentation and submission of the proposal.
- 10.3. 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.
- 10.4. The copy Central Supplier Database (CSD) must be submitted together with the proposal.
- 10.5. Letter of Authority to sign documents on behalf of the company.
- 10.6. The proposals should be submitted with all required information containing technical information.
- 10.7. Travelling costs and time spent or incurred between home and office of the service provider and DFFE office will not be for the account of DFFE.
- 10.8. Bidders failing to meet pre-compliance, pre-qualification and functionality criteria will automatically be disqualified.
- 10.9. Bidders are required 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, to substantiate their B-BBEE rating claims. 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.
- 10.10. 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.
- 10.11. If the application is made by a Joint Venture or Partnership, the accreditation credentials in name of joined entity should be submitted. Both members in the joint venture must meet the requirement of the proposal.
- 10.12. Poor or non-performance by the bidder will result in cancellation of orders.
- 10.13. Should the service provider fail to perform, DFFE reserves the right to cancel the appointment of such service provider.

- 10.14. Non-mandatory briefing session may be conducted, and details in this regard will be provided on the published advert.

11. SUB-CONTRACTING CONDITIONS/ REQUIREMENTS

- 11.1. In a case a tenderer is intending to sub-contract portion of work, such tenderer awarded a contract may only enter into sub-contracting arrangements with the approval of the department.
- 11.2. In relation to a designated sector, a contractor will not be allowed to subcontract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 11.3. A tenderer will not be awarded the points claimed for B-BBEE status level of contribution or contract if it is indicated in the bid documents that such a bidder intends subcontracting more than 25% of the contract value to any other enterprise that does not qualify for at least the same number of points that the bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.
- 11.4. The contractor is not allowed to sub-contract more than 25% of the contract value to another enterprise that does not have equal or higher B-BBEE status level, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.

12. PAYMENT TERMS

- 12.1. DFFE undertakes to pay out in full or as per deliverables within 30 (thirty) days all valid claims for work done to its satisfaction upon supply and delivery of quality goods. No payment will be made where there is outstanding of delivery of goods.

13. TECHNICAL ENQUIRIES

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

Name: Mr. Joel Matshate
Office Telephone No.: 012 309 5781
E-Mail: JMatshate@environment.gov.za

Name: Mr. Renny Madula
Office Telephone: 012 309 5709
E-mail: AMadula@environment.gov.za

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.

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|---|---|
| 16. Payment | <p>16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.</p> <p>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.</p> <p>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.</p> <p>16.4 Payment will be made in Rand unless otherwise stipulated in SCC.</p> |
| 17. Prices | <p>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.</p> |
| 18. Contract amendments | <p>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.</p> |
| 19. Assignment | <p>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.</p> |
| 20. Subcontracts | <p>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.</p> |
| 21. Delays in the supplier's performance | <p>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.</p> <p>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.</p> <p>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.</p> <p>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</p> |

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	31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
32. Taxes and duties	32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country. 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser. 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
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	34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging). 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

- 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 ENVIRONMENTAL AFFAIRS

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

	Physical	Postal
Address		
(Compulsory if Supplier)		
Postal Code		

New Detail

☐ New Supplier information ☐ Update Supplier information

Supplier Type: ☐ Individual ☐ Department ☐ Partnership
☐ Company ☐ Trust
☐ CC ☐ Other (Specify)

Department Number

(Please note that this account MUST be in the name of the supplier. No 3rd party payments allowed).

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Nedbank- Banking Platform under the Client Details Tab

Other (Please Specify)

[illegible]

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[illegible]

***Please include CC/CK where applicable**

Bank Stamp

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[illegible]

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Date (dd/mm/yyyy)

NB: All relevant fields must be completed