

# INVITATION TO BID BID NUMBER: DFFE-RFP-001 (24-25)

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

**ENQUIRIES**:

Name : SCM Officials Office Telephone No. : 012 399 9892

E-Mail : Tenders@dffe.gov.za

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

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

THE CLOSING DATE OF THE BID: 24 MARCH 2025 AT 11:00 AM

There will be non- compulsory briefing session:

Date: 28TH of FEBRUARY 2025

Time: 10:00 AM - 12:00 AM

Platform: Microsoft Teams (Join the meeting now )

NB: Bidders should note that enquiries will only be allowed at least 7 days

before the tender closes

# PART A INVITATION TO BID

YOU ARE HERE	BY INVITE	D TO BID	FOR RE	EQUIREMENTS OF THE	E DEP	ARTMENT OF FORE	STRY, FISHERIE	ES AND THE EN	IVIRONMENT.
BID NUMBER:		-001 (24-25		CLOSING DATE:		MARCH 2025	CLOSING TIME:	11:00 AM	
DESCRIPTION		OR PROPOSALS (CFP)FROM SUITABLE INVESTOR(S) TO LEASE, DEVELOP, OPERATE, PLAN AND CONTROL RY BUSINESS OPERATIONS IN THE WESTERN CAPE RECOMMISSIONED PLANTATIONS FOR A MAXIMUM PERIOD							
	OF FIFTY (50) YEARS BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)								
							I ADDRESS)		
Department of F	orestry Fis	sheries an	d the E	nvironment, The Envir	onmer	nt House,			_
473 Steve Biko I	Road, Cnr	Soutpansl	erg an	d Steve Biko Road, Ar	cadia,	Pretoria /Tshwane			
BIDDING PROCI	EDURE EN	QUIRIES I	ЛАҮ ВЕ	DIRECTED TO:	TEC	HNICAL ENQUIRIES	MAY BE DIREC	TED TO:	
CONTACT PERS		SCM Offi			<b>†</b>	TACT PERSON			
TELEPHONE NU		012 399 9	9892			EPHONE NUMBER			
FACSIMILE NUM	1BER	N/A			FAC	SIMILE NUMBER			
E-MAIL ADDRES	SS	tenders@	)dffe.go	v.za	E-MA	AIL ADDRESS			
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/SERVICES /WO	RIVICES /WORKS OFFERED?   [IF YES ENCLOSE PROOF]   /SERVICES /WORKS OFFERED?   [IF YES, ANSWER PART B:		NER PART B:3]						
QUESTIONNAIR	QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS								
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?									
DOES THE ENTITY HAVE A BRANCH IN THE RSA? ☐ YES ☐ NO			S □ NO						
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? ☐ YES ☐ NO			S 🗌 NO						
DOES THE ENTI	DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? ☐ YES ☐ NO			S 🗌 NO					
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?  IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.									

## PART B TERMS AND CONDITIONS FOR BIDDING

### 1. BID SUBMISSION:

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

### 2. TAX COMPLIANCE REQUIREMENTS

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

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

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

## PRICING SCHEDULE – FIRM PRICES (PURCHASES)

NOTE:

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

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

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

		id numbersing date
OFFER	TO BE VALID FORDAYS FROM THE	CLOSING DATE OF BID.
ITEM NO.	QUANTITY DESCRIPTION	BID PRICE IN RSA CURRENCY ** (ALL APPLICABLE TAXES INCLUDED)
	Dec. in H	
-	Required by:	
-	At:	
-	Brand and model	
-	Country of origin	
-	Does the offer comply with the specification(s)	? *YES/NO
-	If not to specification, indicate deviation(s)	
-	Period required for delivery	*Delivery: Firm/not firm
-	Delivery basis	
Note:	All delivery costs must be included in the bid p	price, for delivery at the prescribed destination.

<sup>\*\* &</sup>quot;all applicable taxes" includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

<sup>\*</sup>Delete if not applicable

## BIDDER'S DISCLOSURE

## 1. PURPOSE OF THE FORM

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

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

## 2. Bidder's declaration

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

YES/NO

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

Full Name	Identity Number	Name of State institution

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

## 2.2.1 If so, furnish particulars:

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

	SE
2.3	Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract?  YES/NO
2.3.1	If so, furnish particulars:
3	DECLARATION
	I, the undersigned, (name)in

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

to be true and complete in every respect:

3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;

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

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

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

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

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

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

Signature	Date
Position	Name of bidder

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

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

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

### 1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to invitations to tender:
  - the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
  - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

## 1.2 To be completed by the organ of state

- a) Either the 90/10 or 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.
- 1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:
  - (a) Price; and
  - (b) Specific Goals.

## 1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80/90
SPECIFIC GOALS	20/10
Total points for Price and SPECIFIC GOALS	100

- 1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

## 2. **DEFINITIONS**

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

## 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

## 3.1. POINTS AWARDED FOR PRICE

## 3.1.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

$$Ps = 80\left(1 - \frac{Pt - Pmin}{Pmin}\right)$$
 or  $Ps = 90\left(1 - \frac{Pt - Pmin}{Pmin}\right)$ 

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration
Pmin = Price of lowest acceptable tender

## 3.2. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

## 3.2.1. POINTS AWARDED FOR PRICE

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

$$Ps = 80\left(1+rac{Pt-P\,max}{P\,max}
ight)$$
 or  $Ps = 90\left(1+rac{Pt-P\,max}{P\,max}
ight)$ 

#### Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

### 4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
  - (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
  - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
More than 50% (fifty percent) ownership by Black people	10	20		

More than 50% (fifty percent) ownership by Women	10	20	
More than 50% (fifty percent) ownership by people with disabilities	10	20	

## **DECLARATION WITH REGARD TO COMPANY/FIRM**

4.3.	Name of company/firm			
4.4.	Company registration number:			
4.5.	TYPE OF COMPANY/ FIRM			
	<ul> <li>□ Partnership/Joint Venture / Consortium</li> <li>□ One-person business/sole propriety</li> <li>□ Close corporation</li> <li>□ Public Company</li> <li>□ Personal Liability Company</li> <li>□ (Pty) Limited</li> <li>□ Non-Profit Company</li> <li>□ State Owned Company</li> <li>[TICK APPLICABLE BOX]</li> </ul>			

- 4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:
  - i) The information furnished is true and correct;
  - ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
  - iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
  - iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have
    - (a) disqualify the person from the tendering process;
    - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
    - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation:
    - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any

- organ of state for a period not exceeding 10 years, after the *audi* alteram partem (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution, if deemed necessary.

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



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

**CALL FOR PROPOSALS (CFP)** 

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

## **DISCLAIMER**

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

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

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

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

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

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

These requirements do not apply to any information which is or becomes publicly available or is shown to have been made available (other than through a breach of a confidentiality obligation). Prospective Investors and their

constituent members, agents and advisers may be required to sign confidentiality Contracts/undertakings (in such form as the Department may require from time to time).

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

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

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

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## 1. PURPOSE

- 1.1 To launch the call for proposals from suitable investor(s) to lease, develop, operate, plan and control two (02) Forestry Business Packages in the Boland and Bergplaas commercial plantation forestry areas of Western Cape in partnership with tenure beneficiaries to be identified by the Department and contracting parties.
- 1.2 To enter into a long-term lease agreement with the Minister of Forestry, Fisheries and the Environment (DFFE) in terms of section 27 of the National Forest Act no. 84 of 1984.

## 2. INTRODUCTION AND BACKGROUND

- 2.1 In 2001, the Cabinet approved the conversion of all plantation areas in the Western Cape to either conservation, settlement and/or community forestry (40 000 ha). The decision was based on the fact that the Western Cape is a marginal area for plantation forestry with low MAI (11 cubes/ha/a). The decision was later reviewed because of job losses and a lack of timber for processing in the value chain. It is estimated that 16% of the relevant construction sector is in the Western Cape.
- 2.2 These plantations were previously managed in 2005 on a 20-year Exit Lease Agreement.
- 2.3 Following the result of the study, the Department proposed a formal review of the 2001 cabinet memo. Cabinet recommended in 2008 that the area be declared a sustainable area for forestry again. The actual implementation would have remained the responsibility of the Department. In 2014, the Department commissioned a study through IDC to do a situational analysis of commercial forestry and downstream processes in the Western Cape. The study recommended (replanting) VECON areas sooner rather than later to shorten the already inevitable shortage of supply during the 2020 2030 period.
- 2.4 The study suggested that the exit areas be divided into five business packages to promote participation by local forestry businesses and to avoid overconcentration and dominance: Three (3) of the packages have already been awarded, and only two (2) packages remain with the following plantations:

#	Plantations	Hectares	The geographical site co-ordinates
1	La Motte	1042.0 ha	33°53'59.52"S 19° 3'12.59"E
2	Kluitjiekraal	1398.9 ha	33°42'23.36"S 19° 3'7.92"E
3	Grabouw.	3007.8 ha	33°25'28.76"S 19°10'49.78"E
4	Bergplaas	4 868 ha	33°53'57.44"S 22°40'42.29"E

- 2.5 The current state/ use of the land is vacant and ready to be used by the prospective investor.
- 2.6 In terms of the National Forest Act Number 84 of 1998, Section 27 states that the Minister may lease a state forest or any part of it to any person if (a) in the case of State Forests other than trust forest if the

Minister of Public Works agrees. The Department of Public Works and Infrastructure were appraised of the intention to lease the property. Once interested investors have been identified, a lease agreement will be signed with their concurrence.

2.7 The prospective investor must submit a proposal per plantation. However, if the prospective investor intends to submit a proposal for more than one plantation, the prospective investor must submit the business proposal or business plan for each plantation within the same bid document. Prospective investors should tick the plantation(s) they are bidding for on the box below.

#	Plantations	Hectares	Responded participating (Yes/No)
1	La Motte	1042.0 ha	
2	Kluitjiekraal	1398.9 ha	
3	Grabouw.	3007.8 ha	
4	Bergplaas	4 868 ha	

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

## 3. OBJECTIVES OF THE PROPOSAL

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

## 4. SCOPE AND EXTENT OF WORK

- 4.1 The strategic investor is expected to form a partnership with tenure beneficiaries in each one of the business packages of the Western Cape and also ensure the following:
  - 4.1.1 Communities organise themselves into a Special Purpose Vehicle that will hold an agreed equity percentage of the business.
  - 4.1.2 Conduct due diligence for the areas to be leased to determine and negotiate equitable annual rental with the Department of Forestry, Fisheries and the Environment.
  - 4.1.3 Sustainably manage the plantation and maximise the potential of the leased areas by promoting plantation forestry, ecotourism, agroforestry and other regulated land use systems.
- 4.2 To address looming timber shortages and unemployment through continued investment in plantation forestry in the Western Cape. Investment strategies should reduce reliance on imports and sourcing of timber from other provinces, which becomes uneconomical given transport costs and long distances.
- 4.3 Minimise reliance on seaborne transportation, which is also costly given the fact that most of the ports are far from processing sawmills.
- 4.4 Development implementation and monitoring of best forest management practices, which take into account the provisions of the National Forest Act Number 84 of 1998 and National Veld and Forest Fire Act Number 101 of 1998.
- 4.5 The investor should commence with immediate restocking of harvested areas in line with forestry standards that maintain sustainable age class distribution and rotation supply of timber. Stocking of these areas should be restricted to areas recommended through VECON studies initiated by the Department.
- 4.6 Implementation of targeted capacity building and transformation programmes to ensure coping skills and resilience of communities, youth, women and people living with Disability. These initiatives should promote employability, transfer of life skills, and overall participation in the forestry value chain.
- 4.7 Contribute to transformation by providing contractual work and opportunities to SMMEs, Broad-Based Black Economic Empowerment and economic opportunities.
- 4.8 Promote forestry sector-related training programmes, thereby creating career-path opportunities and overall safety of participants and communities.
- 4.9 Coordinate projects and initiatives amongst partners, encouraging land users and the public to be aware of their responsibility in terms of integrated veld and fire) management.
- 4.10 Issue licences for permitted activities in terms of National Forest Act Number 84 of 1998 and determine market-related tariffs for all goods and services derived from leased state forest land.

## 5. EXPECTED DELIVERABLES

- 5.1 Sustainable management of plantations.
- 5.2 To provide effective and efficient management of the commercial forestry business, the following expected deliverables and outcomes are required:
  - 5.2.1 Manage the plantation/s in line with international best practices, promote sustainable growth of the forestry sector and contribute to the economy through, amongst others, the creation of employment.
  - 5.2.2 Deployment of ground working personnel to manage and carry out silvicultural activities such as tree planting, alien vegetation clearing and/or aerial and ground-integrated fire-fighting services to prevent and control timber losses as and when required, in compliance with the applicable legislation.
  - 5.2.3 Reduce temporary unplanted areas to acceptable forestry standards by planting South African commercial forestry species in line with site species matching criteria.
  - 5.2.4 Promote sustainable forest management by controlling the characteristics of the compartments/ stands to achieve maximum timber growth and yield.
  - 5.2.5 Maintenance of plantation infrastructure, such as buildings and road networks in the plantations.
  - 5.2.6 Maintain regular pruning, thinning and harvesting regimes to attain maximum growth and yields.
  - 5.2.7 Participate in the work of Umbrella Fire Protection Associations (UFPAs) and FPAs to prevent, fight and manage fires.
  - 5.2.8 Employment and training (accredited and non-accredited) of plantation employees in compliance with labour laws, occupational health and safety standards, as well as all applicable legislation.
  - 5.2.9 Capacity building of local communities to assist in integrating with the surrounding areas bordering the plantations.
  - 5.2.10 Establish or form local community liaison structures for dispute resolution and deliberation of local economic developmental initiatives.
- 5.3 The Department is and will remain deliberate about transformation and its economic empowerment goals and is committed to the empowerment agenda as an integral part of nation-building. The prospective investor will be required to champion the entrenchment of true economic transformation and empowerment in its spheres of influence. The prospective investor will be required to go beyond redressing historical imbalances and towards the intrinsic true value that will result in active, deliberate facilitation of sustainable and meaningful participation of historically disadvantaged Individuals in the

mainstream of the economy through its assets, investments and projects.

- 5.4 Compliance with the lease agreement signed between the tenant and the Department.
  - 5.4.1 Negotiate the conditions of the lease agreement.
  - 5.4.2 Issue licences in terms of Section 23 of the National Forest Act 84 of 1998 to third parties.
  - 5.4.3 Regulate access to state forests for recreational, spiritual and educational purposes or for any licenced activities as outlined in National Forest Act 84 of 1998.
  - 5.4.4 Ensure compliance with all National and Regional environmental related legislations.

## 6. DEVELOPMENT PROPOSAL (OVERVIEW OF REQUIREMENTS)

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

## A. Feasibility and viability of the project

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

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

## B. Financial Capability

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

## C. Empowerment Plan or Socio-Economic Benefits

Throughout the lease period, the investor is expected to submit an empowerment plan demonstrating at least the following:

- Job Creation Plan
- Enterprise Development
- Training and Development Programmes
- Demonstrate how the development will benefit the local community, local suppliers and/or community-based organisations on procurement of materials and labour;
- Demonstrate how the development will benefit disadvantaged communities, youth, women and people with disabilities; and

Bidders are expected to advise and provide a detailed plan and how the proposed target to be listed below will be achieved.

DESCRIPTION	TARGET
Total number of jobs to be created in the project	Total number of Jobs
Number of jobs created for unemployed Historically disadvantaged	% of total jobs
individuals (HDI) in this project	
Number of jobs created for Historically disadvantaged	% of total jobs
individuals(HDI) people in this project	
Number of Historically disadvantaged individuals Trained in all	% of workforce
aspects of the project and trained in forestry related activities.	
Number of youths Trained in all aspects of the project	% of black people trained
Number of black women Trained in all aspects of the project	% of black people trained
Number of disabled people Trained in all aspects of the project	% of workforce
Rand value of spend to local SMMEs that have black ownership	% of Project Value
Full use of locally sourced or locally assembled material and/or	% of Project Value
products in line with the approved "Delivery Pipeline"	
Number of Local SMMEs to be supported in terms of the Enterprise	Number
and Supplier Development Plan for this project, including	
Demonstration graduation of suppliers in this project	

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

## D. Partnership

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

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

## 7. DURATION OF PROJECT

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

## 8. COSTING/COMPREHENSIVE BUDGET

In terms of PFMA section 76 (1) k and Treasury Regulations, the letting of immovable state property must be at the market-related rates except when the public interest or the plight of the poor demands otherwise. This bid will thus be evaluated and awarded based on functionality and the rental offer received.

- 8.2 Escalation at 5% per annum to be incorporated in the proposed fifty (50) year lease period. The escalation in the rental will be reviewed and adjusted every five years over the lease period in line with the Treasury Regulations and Prescripts and Consumer Price Index (CPI) at the Department's discretion.
- 8.3 The offer will be awarded per plantation to the bidder who scores the highest PPPFA points. However, should an offer not be market-related, the Department reserves the right to negotiate with the investors.
- In addition to the above amount, the prospective investor will be required to pay all municipal charges, including rates and taxes levied on the property.
- 8.5 The investor must also submit detailed information in line with the financial offer.
- 8.6 The investor must submit a working spreadsheet indicating the initial rental (first year's rental up to the entire fifty (50) year period).
- 8.7 The Department reserves the right to negotiate the best and final offer with the selected prospective investor where the proposal offered demonstrates value for money without offering the same opportunity to any other prospective investor(s) who has not been recommended.

## 9. INFORMATION SESSION

9.1 Is the Briefing Session Applicable?

YES

9.2 Is it a compulsory Briefing session?

NO

9.3 The briefing session will be held as follows:

Date:

28 February 2025

Time:

10h00-12h00 AM

Platform/ Venue:

Teams (Join the meeting now)

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

## 10. EVALUATION METHOD

- 10.1. The evaluation for this bid will be carried out in the following phases:
  - Phase 1: Pre-compliance.
  - Phase 2: Functionality Evaluation

Evaluation Method 1 - Plantation 1: La Motte

Evaluation Method 2 - Plantation 2: Kluitjiekraal

Evaluation Method 3 - Plantation 3: Grabouw
Evaluation Method 4 - Plantation 4: Bergplaas

## Phase 3: Price and Preference Points.

**NB**: In case the prospective investor is interested in bidding for more than one plantation, the prospective investor will be evaluated per plantation, and the same company reference letters will be used for all plantations the prospective investor is bidding for. However, various project management plan approaches, comprehensive empowerment plans and the financial capability of the prospective investor will be evaluated per plantation. The prospective investor should take into consideration that submitted 'evidence (signed on institution's letterhead) of a bank or other financial institutions credit rating, working capital or access to debt' will be considered per plantation(s) the prospective investor is bidding for. Therefore, it is the responsibility of the prospective investor to ensure that credit rating, working capital or access to debt indicated on the submitted evidence (signed on the institution's letterhead) of a bank or other financial institution credit rating, working capital or access to debt is enough for a prospective investor to be allocated scores for plantation (s) bidding for.

The prospective investor must tick the plantation (s) bidding for and indicate credit rating, working capital or access to debt per plantation in the table below. During the evaluation process, DFFE will use credit rating, working capital or access to debt allocated by the prospective investor(s) per plantation in the table below. The total allocated credit rating, working capital or access to debt in the table below should not exceed the total credit rating, working capital or access to debt reflecting on the submitted evidence (signed on the institution's letterhead) of a bank or other Financial Institutions credit rating, working capital or access to debt)

#	Plantations	Hectares	Responded participating (Yes/No)	Bank or other Financial Institutions Credit Rating, working capital or access to debt)
1	La Motte	1042.0 ha		
2	Kluitjiekraal	1398.9 ha		
3	Grabouw.	3007.8 ha		
4	Bergplaas	4 868 ha		

# 10.1 PHASE 1: PRE-COMPLIANCE: PLANTATION 1: LA MOTTE, PLANTATION 2: KLUITJIESKRAAL, PLANTATION 3: GRABOUW, PLANTATION 4: BERGPLAAS

- 10.1.1 During this phase, the documents will be reviewed to determine the compliance with Supply Chain Management (SCM) returnable, tax matters and whether the Central Data Base (CSD) report has been submitted with the proposal at the closing date and time.
- 10.1.2 The bid proposal will be screened for compliance with administrative requirements as indicated below:

Item No.	Administrative Requirements	Check/ Compliance
1	Application accompanied by business	Provided and bound
	proposal per plantation	
2	Electronic Copy (USB)	Same as the master bid document
3	SCM - SBD 1 - Invitation to Bid	Completed and signed
		Attached CSD registration number/Proof of
4	Tax Compliance and CSD Registration	CSD registration and/or SARS
		Tax Pin
5	SBD 3.1 and Price Breakdown	Completed and submitted
6	SBD 4 – Bidders Disclosure	Completed and signed
	SBD 6.1 - Preference Points Claim Form in	
7	terms of the Preferential Procurement	Completed and signed
	Regulations 2022	
	Original or certified B-BBEE certificate	
8	(certificates issued by SANAS approved	Submitted
	agencies or Sworn Affidavits)	
9	Company registration documents and/or	Submitted
9	founding documents	Subfinited
10	.Latest Financial Statement	Submitted
11	Copies of Directors' or Members' or	Submitted
	Trustees ID documents	Subinited
12	Letter of intent from the financial institution	Submitted
12	on the availability of the Working Capital	- Oubinitieu
13	Company Profile	Submitted
14	Consent and indemnity	Completed and signed

## 10.2 PHASE 2: FUNCTIONALITY AND TECHNICAL CRITERIA

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

- 10.2.2 The bidder must score a minimum of 65% during Phase 2 (functionality/ technical) of the evaluation process to qualify for Phase 3 of the evaluation, where only the price and preference points will be considered.
- 10.2.3 The following values/ indicators will be applicable when evaluating functionality:

EVALUATION METHOD 1 - PLANTATION 1: LA MOTTE				
GUIDELINES FOR	FUNCTIONALITY			
CATEGORY CRITERIA				
	Provision of a proposed Plantation Management Plan approach and			
	detailed methodology and implementation plan tha	t demonstr	ates how	
	the prospective investors will manage, control and plan forest			
	management activities and objectives.			
	The prospective investor will be required to provide			
	a Plantation Management Approach with an Action	Indicator	Weight	
	Plan			
	The Plantation Management approach addresses all 6			
	objectives indicated under section 3 above and further	5		
A Dropood Programme	incorporates a clear action plan well broken down; with			
A Proposed Programme/ Project Management	detailed objectives and milestones			
Plan Approach	The Plantation Management approach addresses 5 of			
гіан Арргоасн	the objectives indicated under section 3 above and	4		
	further incorporates a clear action plan with clear			
	deliverables and timeframes.		20	
	The Plantation Management approach addressing less			
	than 5 objectives and further incorporates an action plan	3		
	with deliverables and timeframes.			
	Action plan provided with no deliverables and	2		
	timeframes.	2		
	Task not well understood.	1		
	No information provided	0		
Experience of the	The prospective investor must demonstrate expe	rience in r	nanaging	
prospective investor or	forestry projects.			
lead company in	The prospective investor's profile with details of experience in managing			
managing forestry	forestry projects (Name of site, length of service, nature of services			
projects	rendered, name of client/landlord, contact details)			

EVALUATION METHOD 1 - PLANTATION 1: LA MOTTE						
GUIDELINES FOR CATEGORY CRITERIA	FUNCTIONALITY					
	in managing forestry plantations or forestry	Indicator	Weight			
	operations.					
	Experience in managing forestry plantations or	5				
	operations for more than 7 years	· ·				
	Experience in managing forestry plantations or	4				
	operations for 5 years and less than 7 years	-				
	Experience in managing forestry plantations or operations 2 year and less than 5 years	3	35			
	Experience in managing forestry plantations or operations less 2 years	2				
	No experience in managing forestry plantations or operations	1				
	No Submission	0				
	The prospective investors must provide the detailed	l empowern	nent plan			
	for the package proposal and must cover at minim	um the job	creation,			
	enterprise development, development programme, pa	artnership a	nd use of			
	local suppliers or SMME's to improve the local econo	omic develo	pment.			
	Demonstrate how the development will benefit the loc	al commun	ty and/or			
	community-based organisations					
	Comprehensive Empowerment Plan	Indicator	Weight			
Comprehensive	The proposal demonstrates a good understanding of					
Empowerment Plan	forestry management that fully incorporates the					
Linpowerment i ian	following four (04) targets: Job Creation, Enterprise	5				
	Development, Training and Development Programmes	3				
	(throughout the lifecycle of the project with timelines),		35			
	Partnership with Local Community Entities		55			
	The proposal demonstrates a basic understanding of					
	forestry management that partially incorporates only	4				
	three (03) of the following targets: Job Creation,	T				
	Enterprise Development, Training and Development					

EVALUATION METHOD 1 - PLANTATION 1: LA MOTTE				
GUIDELINES FOR CATEGORY CRITERIA	FUNCTIONALITY			
	Programmes (throughout the lifecycle of the project with			
	timelines), Partnership with Local Community Entities			
	The proposal demonstrates an average understand of			
	forestry management that incorporates two (02) of the			
	following targets: Job Creation, Enterprise	3		
	Development, Training and Development Programmes			
	(throughout the lifecycle of the project with timelines),			
	Partnership with Local Community Entities			
	The proposal demonstrates a poor understanding of			
	forestry management that incorporates Job creation	2		
	(throughout the lifecycle of the project with timelines),			
	The proposal demonstrates a lack of understanding of			
	forestry management that incorporates Job Creation			
	(during and after plantation), Enterprise Development			
	(during and after plantation), Training and Development	1		
	Programmes (throughout the lifecycle of the project with			
	timelines), Partnership with Local Community Entities			
	and Procurement of Material from Local			
	Suppliers/SMME's			
	No Submission	0		
	Evidence of bidders overall financial capacity to the	he required	working	
Financial Capability of	capital or including ability to raise/ access adequate	financing		
the Prospective Investor	(Bidders will be required to submit evidence (signed			
(as an individual	on institution's letter head) of a Bank or other	Indicator	Weight	
company or combined	Financial Institutions Credit Rating, working capital		3	
as a Joint Venture) to	or access to debt)			
implement the	Working capital or access to debt of at least of R45 m			
Programme/ Project)	(as an individual company or combined as a Joint	5	10	
, ,	Venture) and a Bank Credit Rating by a South African-		-	
	based financial services group			

<b>EVALUATION METHOD 1</b> -	EVALUATION METHOD 1 - PLANTATION 1: LA MOTTE			
GUIDELINES FOR CATEGORY CRITERIA	FUNCTIONALITY			
	Working capital or access to debt of at least of R 35 m (as an individual company or combined as a Joint			
Venture) and a Bank Credit Rating by a South African- based financial services group		4		
	Working capital or access to debt of at least of R30m (as an individual company or combined as a Joint Venture)			
	and a Bank Credit Rating by a South African-based financial services group	3		
Working capital or access to debt of at least of R20m (as an individual company or combined as a Joint Venture		2		
	and a Bank Credit Rating by a South African-based financial services group			
	Working capital or access to debt of at least of R10 m (as an individual company or combined as a Joint Venture) and a Bank Credit Rating by a South African-	1		
	based financial services group  Non-compliant or no evidence provided	0		
TOTAL FUNCTIONALITY S	CORE		100	

# 10.3 PHASE 3: PRICE AND PREFERENCE POINTS FOR INCOME GENERATING CONTRACTS: EVALUATION METHOD 1 - PLANTATION 1:LA MOTTE

- 10.3.1. The following preference point system will be followed to advance the categories of persons:
  - a) For contracts with a Rand value below R50 000 000, a total of 20 points may be allocated for specific goals as contemplated above, provided that the Highest acceptable tender scores 80 points for price.
    - i. The applicable formula to be used is Ps=80[1+(Pt-Pmax)/Pmax]. Provided:
      - Ps = Points scored for the price of the tender under consideration.
      - Pt = Price of tender under consideration; and
      - Pmax = Price of the highest applicable tender.
    - ii. A total of 20 points may be awarded to a tenderer as follows:

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

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

- 10.3.6. For investors to claim preference points, the following must be adhered to:
  - a) Submit a complete and signed SBD 6.1,
  - b) Investors are requested to submit a valid B-BBEE Status Level Verification Certificate issued by SANAS, an Accredited Verification Agency, or a B-BBEE Certificate issued by CIPC, or a Sworn Affidavit commissioned by the Commissioner of Oaths together

with their bid proposals. The sworn affidavit must be signed by the deponent (Bidder) in the presence of a Commissioner of Oaths, where the Commissioner of Oaths must affix his/her signature, together with the stamp of the office, and affix a date on which the signature was affixed. Furthermore, the dates of the deponent and the CoO must correspond.

- c) If the application is made by a Joint Venture or Partnership, the accreditation credentials in the name of joined entities should be submitted. Members of the joint venture must meet the requirements of the proposal.
- d) Submit a CSD registration report CSD or MAAA.

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

## 10.4 PHASE 2: FUNCTIONALITY AND TECHNICAL CRITERIA

- 10.4.1 The proposals that meet pre-compliance may be evaluated on functionality criteria.
- 10.4.2 The bidder must score a minimum of 70% during Phase 2 (functionality/ technical) of the evaluation process to qualify for Phase 3 of the evaluation, where only the price and preference points will be considered.
- 10.4.3 The following values/ indicators will be applicable when evaluating functionality:

EVALUATION METHOD 2 - PLANTATION 2: KLUITJIESKRAAL					
GUIDELINES FOR CATEGORY CRITERIA	FUNCTIONALITY				
	Provision of a proposed Plantation Management Plan approach and detailed methodology and implementation plan that demonstrates how the prospective investors will manage, control and plan forest management activities and objectives.				
	The prospective investor will be required to provide				
A Proposed Programme/	a Plantation Management Approach with an Action	Indicator	Weight		
Project Management	Plan				
Plan Approach	The Plantation Management approach addresses all 6 objectives indicated under section 3 above and further incorporates a clear action plan well broken down; with detailed objectives and milestones	5	20		
	The Plantation Management approach addresses 5 of the objectives indicated under section 3 above and	4			

EVALUATION METHOD 2 - PLANTATION 2: KLUITJIESKRAAL					
GUIDELINES FOR CATEGORY CRITERIA	FUNCTIONALITY				
	further incorporates a clear action plan with clear				
	deliverables and timeframes.				
	The Plantation Management approach addressing less				
	than 5 objectives and further incorporates an action plan	3			
	with deliverables and timeframes.				
	Action plan provided with no deliverables and timeframes.	2			
	Task not well understood.	1			
	No information provided	0			
	The prospective investor must demonstrate expe	rience in r	nanaging		
	forestry projects.				
	The prospective investor's profile with details of exp	erience in r	nanaging		
	forestry projects (Name of site, length of service,	nature of	services		
	rendered, name of client/landlord, contact details)				
	Positive reference letter demonstrating experience				
	in managing forestry plantations or forestry	Indicator	Weight		
Experience of the	operations.				
prospective investor or	Experience in managing forestry plantations or	5			
lead company in	operations for more than 7 years	_			
managing forestry projects	Experience in managing forestry plantations or operations for 5 years and less than 7 years	4			
	Experience in managing forestry plantations or operations 2 year and less than 5 years	3	35		
	Experience in managing forestry plantations or operations less 2 years	2			
	No experience in managing forestry plantations or				
	operations	1			
	No Submission	0			
Comprehensive	The prospective investors must provide the detailed	empowern	nent plan		
Empowerment Plan	for the package proposal and must cover at minimum the job creation,				

EVALUATION METHOD 2 - PLANTATION 2: KLUITJIESKRAAL						
GUIDELINES FOR CATEGORY CRITERIA	FUNCTIONALITY					
	enterprise development, development programme, partnership and use of					
	local suppliers or SMME's to improve the local economic development.					
	Demonstrate how the development will benefit the local community and/or					
	community-based organisations					
	Comprehensive Empowerment Plan	Indicator	Weight			
	The proposal demonstrates a good understanding of					
	forestry management that fully incorporates the					
	following four (04) targets: Job Creation, Enterprise	5				
	Development, Training and Development Programmes	3	35			
	(throughout the lifecycle of the project with timelines),					
	Partnership with Local Community Entities					
	The proposal demonstrates a basic understanding of					
	forestry management that partially incorporates only					
	three (03) of the following targets: Job Creation,	4				
	Enterprise Development, Training and Development	4				
	Programmes (throughout the lifecycle of the project with					
	timelines), Partnership with Local Community Entities					
	The proposal demonstrates an average understand of					
	forestry management that incorporates two (02) of the					
	following targets: Job Creation, Enterprise	3				
	Development, Training and Development Programmes	3				
	(throughout the lifecycle of the project with timelines),					
	Partnership with Local Community Entities					
	The proposal demonstrates a poor understanding of					
	forestry management that incorporates Job creation	2				
	(throughout the lifecycle of the project with timelines),					
	The proposal demonstrates a lack of understanding of					
	forestry management that incorporates Job Creation					
	(during and after plantation), Enterprise Development	1				
	(during and after plantation), Training and Development					
	Programmes (throughout the lifecycle of the project with					
	timelines), Partnership with Local Community Entities					

EVALUATION METHOD 2 - PLANTATION 2: KLUITJIESKRAAL					
GUIDELINES FOR CATEGORY CRITERIA	FUNCTIONALITY				
	and Procurement of Material from Local Suppliers/SMME's				
	No Submission	0			
	Evidence of bidders overall financial capacity to the	he required	working		
	capital or including ability to raise/ access adequate financing				
	(Bidders will be required to submit evidence (signed				
	on institution's letter head) of a Bank or other	la dia atau	Mainlet		
	Financial Institutions Credit Rating, working capital	Indicator	Weight		
	or access to debt)				
	Working capital or access to debt of at least of R50m (as				
	an individual company or combined as a Joint Venture)	5			
	and a Bank Credit Rating by a South African-based				
	financial services group				
Financial Capability of	Working capital or access to debt of at least of R40m (as				
the Prospective Investor	an individual company or combined as a Joint Venture)	4			
(as an individual	and a Bank Credit Rating by a South African-based	7			
company or combined	financial services group				
as a Joint Venture) to	Working capital or access to debt of at least of R30m (as		10		
implement the	an individual company or combined as a Joint Venture)	3			
Programme/ Project)	and a Bank Credit Rating by a South African-based				
	financial services group				
	Working capital or access to debt of at least of R20m (as				
	an individual company or combined as a Joint Venture)	2			
	and a Bank Credit Rating by a South African-based				
	financial services group				
	Working capital or access to debt of at least of R15m (as				
	an individual company or combined as a Joint Venture)	1			
	and a Bank Credit Rating by a South African-based				
	financial services group				
	Non-compliant or no evidence provided	0			
TOTAL FUNCTIONALITY SCORE			100		

# 10.5 PHASE 3: PRICE AND PREFERENCE POINTS FOR INCOME GENERATING CONTRACTS: EVALUATION METHOD 2 - PLANTATION 2: KLUITJIESKRAAL

- 10.5.1. The following preference point system will be followed to advance the categories of persons:
  - i. For contracts with a Rand value below R50 000 000, a total of 20 points may be allocated for specific goals as contemplated above, provided that the Highest acceptable tender scores 80 points for price.
    - i. The applicable formula to be used is Ps=80[1+(Pt-Pmax)/Pmax]. Provided:

Ps = Points scored for the price of the tender under consideration.

Pt = Price of tender under consideration; and

Pmax = Price of the highest applicable tender.

- ii. A total of 20 points may be awarded to a tenderer as follows:
  - 20 points: if the Investor has more than 50% (fifty percent) Black people, Women, or people with disabilities
  - 0 Points: for 50% and below ownership by stipulated categories of persons
- ii. For contracts with a Rand value **above R50 000 000**, a maximum of **10 points** may be allocated for specific goals as contemplated above, provided that the Highest acceptable tender scores **90 points** for price.
  - iii. The applicable formula to be used is Ps=90[1+(Pt-Pmax)/Pmax]. Provided:
    - Ps = Points scored for the price of the tender under consideration.

Pt = Price of tender under consideration: and

Pmax = Price of the highest applicable tender.

- iv. A total of 10 points may be awarded to a tenderer as follows:
  - 10 points: if the Investor has more than 50% (fifty percent) Black people, Women, or people with disabilities
  - 0 Points: for 50% and below ownership by stipulated categories of persons
- 10.5.2. The bid proposal will be awarded to an investor with the highest points on price/rates and Preference Points on condition that they have met all phases of the evaluation criteria and complied with the tender requirements set out in the tender document. However, a contract may be awarded to a tenderer that did not score the highest points only under section 2(1)(f) of the PPPFA.
- 10.5.3. The DFFE reserves the right to negotiate prices/rates that are not deemed market-related and not to award the tender to the investor with the Highest price.
- **10.5.4.** The preference point system applicable for this bid proposal is **90/10 or 80/20**.

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

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

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

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

## 10.6 PHASE 2: FUNCTIONALITY AND TECHNICAL CRITERIA: EVALUATION METHOD 3 - PLANTATION 3: GRABOUW

- 10.6.1 The proposals that meet pre-compliance may be evaluated on functionality criteria.
- 10.6.2 The bidder must score a minimum of 70% during Phase 2 (functionality/ technical) of the evaluation process to qualify for Phase 3 of the evaluation where only the price and preference points will be considered.
- 10.6.3 The following values/ indicators will be applicable when evaluating functionality:

EVALUATION METHOD 3 - PLANTATION 3 : GRABOUW				
GUIDELINES FOR CATEGORY CRITERIA	FUNCTIONALITY			
	Provision of a proposed Plantation Management Plan approach and detailed methodology and implementation plan that demonstrates how the prospective investors will manage, control and plan forest management activities and objectives.  The prospective investor will be required to provide a Plantation Management Approach with an Action Indicator Weight			
	Plan			
A Proposed Programme/ Project Management Plan Approach	The Plantation Management approach addresses all 6 objectives indicated under section 3 above and further incorporates a clear action plan well broken down; with detailed objectives and milestones	5		
	The Plantation Management approach addresses 5 of the objectives indicated under section 3 above and further incorporates a clear action plan with clear deliverables and timeframes.	4	20	
	The Plantation Management approach addressing less than 5 objectives and further incorporates an action plan with deliverables and timeframes.	3		
	Action plan provided with no deliverables and timeframes.	2		
	Task not well understood.	1		
	No information provided	0		
Experience of the prospective investor or lead company in managing forestry	The prospective investor's profile with details of experience in managing forestry projects (Name of site, length of service, nature of services rendered, name of client/landlord, contact details)			
projects	Positive reference letter demonstrating experience in managing forestry plantations or forestry operations.	Indicator	Weight	

<b>EVALUATION METHOD 3</b>	- PLANTATION 3 : GRABOUW		
GUIDELINES FOR CATEGORY CRITERIA	FUNCTIONALITY		
	Experience in managing forestry plantations or operations for more than 7 years	5	
	Experience in managing forestry plantations or operations for 5 years and less than 7 years	4	
	Experience in managing forestry plantations or operations 2 year and less than 5 years	3	35
	Experience in managing forestry plantations or operations less 2 years	2	
	No experience in managing forestry plantations or operations	1	
	No Submission	0	
	for the package proposal and must cover at minimum the job creation, enterprise development, development programme, partnership and use of local suppliers or SMME's to improve the local economic development.  Demonstrate how the development will benefit the local community and/or community-based organisations		
	Comprehensive Empowerment Plan	Indicator	Weight
Comprehensive Empowerment Plan	The proposal demonstrates a good understanding of forestry management that fully incorporates the following four (04) targets: Job Creation, Enterprise Development, Training and Development Programmes (throughout the lifecycle of the project with timelines), Partnership with Local Community Entities	5	35
	The proposal demonstrates a basic understanding of forestry management that partially incorporates only three (03) of the following targets: Job Creation, Enterprise Development, Training and Development Programmes (throughout the lifecycle of the project with timelines), Partnership with Local Community Entities	4	ან

EVALUATION METHOD 3 - PLANTATION 3 : GRABOUW			
GUIDELINES FOR CATEGORY CRITERIA	FUNCTIONALITY		
	The proposal demonstrates an average understand of forestry management that incorporates two (02) of the following targets: Job Creation, Enterprise Development, Training and Development Programmes (throughout the lifecycle of the project with timelines), Partnership with Local Community Entities	3	
	The proposal demonstrates a poor understanding of forestry management that incorporates Job creation (throughout the lifecycle of the project with timelines),	2	
	The proposal demonstrates a lack of understanding of forestry management that incorporates Job Creation (during and after plantation), Enterprise Development (during and after plantation), Training and Development Programmes (throughout the lifecycle of the project with timelines), Partnership with Local Community Entities and Procurement of Material from Local Suppliers/SMME's	1	
	No Submission	0	
	Evidence of bidders overall financial capacity to the capital or including ability to raise/ access adequate	•	working
Financial Capability of the Prospective Investor	(Bidders will be required to submit evidence (signed on institution's letter head) of a Bank or other Financial Institutions Credit Rating, working capital or access to debt)	Indicator	Weight
(as an individual company or combined as a Joint Venture) to implement the	Working capital or access to debt of at least of R50m (as an individual company or combined as a Joint Venture) and a Bank Credit Rating by a South African-based financial services group	5	10
Programme/ Project)	Working capital or access to debt of at least of R40m (as an individual company or combined as a Joint Venture) and a Bank Credit Rating by a South African-based financial services group	4	10

EVALUATION METHOD 3 - PLANTATION 3 : GRABOUW			
GUIDELINES FOR CATEGORY CRITERIA	FUNCTIONALITY		
	Working capital or access to debt of at least of R30m (as an individual company or combined as a Joint Venture) and a Bank Credit Rating by a South African-based financial services group	3	
	Working capital or access to debt of at least of R20m (as an individual company or combined as a Joint Venture) and a Bank Credit Rating by a South African-based financial services group	2	
	Working capital or access to debt of at least of R15m (as an individual company or combined as a Joint Venture) and a Bank Credit Rating by a South African-based financial services group	1	
TOTAL FUNCTIONALITY S	Non-compliant or no evidence provided  CORE	0	100

## 10.7 PHASE 3: PRICE AND PREFERENCE POINTS FOR INCOME GENERATING CONTRACTS: EVALUATION METHOD 3 - PLANTATION 3 : GRABOUW

- 10.7.1. The following preference point system will be followed to advance the categories of persons:
  - iii. For contracts with a Rand value **below R50 000 000**, a total of **20 points** may be allocated for specific goals as contemplated above, provided that the Highest acceptable tender scores **80 points** for price.
    - ix. The applicable formula to be used is Ps=80[1+(Pt-Pmax)/Pmax]. Provided:

      Ps = Points scored for the price of the tender under consideration.
      - Pt = Price of tender under consideration; and

Pmax = Price of the highest applicable tender.

- x. A total of 20 points may be awarded to a tenderer as follows:
  - 20 points: if the Investor has more than 50% (fifty percent) Black people, Women, or people with disabilities
  - 0 Points: for 50% and below ownership by stipulated categories of persons

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

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

- 10.7.6. For investors to claim preference points, the following must be adhered to:
  - xiii. Submit a complete and signed SBD 6.1,
  - xiv. Investors are requested to submit a valid B-BBEE Status Level Verification Certificate issued by SANAS, or Accredited Verification Agency, or B-BBEE Certificate issued by CIPC, or a Sworn Affidavit commissioned by the Commissioner of Oaths together with their bid proposals. The sworn affidavit must be signed by the deponent (Bidder), in the presence of a Commissioner of Oaths where the Commissioner of Oaths must affix his/her signature, together with the stamp of the office, and affix a date on which the

- signature was affixed. Furthermore, the dates of the deponent and the CoO must correspond.
- xv. If the application is made by a Joint Venture or Partnership, the accreditation credentials in the name of joined entities should be submitted. Members of the joint venture must meet the requirements of the proposal.
- xvi. Submit a CSD registration report CSD or MAAA.

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

## 10.8 PHASE 2: FUNCTIONALITY AND TECHNICAL CRITERIA: EVALUATION METHOD 4 - PLANTATION 4: BERGPLAAS

- 10.8.1 The proposals that meet pre-compliance may be evaluated on functionality criteria.
- 10.8.2 The bidder must score a minimum of 70% during Phase 2 (functionality/ technical) of the evaluation process to qualify for Phase 3 of the evaluation where only the price and preference points will be considered.
- 10.8.3 The following values/ indicators will be applicable when evaluating functionality:

EVALUATION METHOD 4 - PLANTATION 4: BERGPLAAS						
GUIDELINES FOR	FUNCTIONALITY					
CATEGORY CRITERIA	TONOTIONALITI					
	Provision of a proposed Plantation Management Plan approach and					
	detailed methodology and implementation plan tha	t demonstr	ates how			
	the prospective investors will manage, contro	l and pla	n forest			
	management activities and objectives.					
	The prospective investor will be required to provide					
	a Plantation Management Approach with an Action					
A Proposed Programme/	Plan					
Project Management	The Plantation Management approach addresses all 6					
Plan Approach	objectives indicated under section 3 above and further	5				
	incorporates a clear action plan well broken down; with	3				
	detailed objectives and milestones		20			
	The Plantation Management approach addresses 5 of					
	the objectives indicated under section 3 above and	4				
	further incorporates a clear action plan with clear	<del>4</del>				
	deliverables and timeframes.					

<b>EVALUATION METHOD 4</b> -	PLANTATION 4: BERGPLAAS		
GUIDELINES FOR CATEGORY CRITERIA	FUNCTIONALITY		
	The Plantation Management approach addressing less than 5 objectives and further incorporates an action plan with deliverables and timeframes.	3	
	Action plan provided with no deliverables and timeframes.	2	
	Task not well understood.	1	
	No information provided	0	
	The prospective investor must demonstrate expe	rience in r	nanaging
	forestry projects.		
	The prospective investor's profile with details of exp		
	forestry projects (Name of site, length of service,	nature of	services
	rendered, name of client/landlord, contact details)		
	Positive reference letter demonstrating experience		
_	in managing forestry plantations or forestry	Indicator	Weight
Experience of the	operations.		
prospective investor or lead company in	Experience in managing forestry plantations or operations for more than 7 years	5	
managing forestry projects	Experience in managing forestry plantations or operations for 5 years and less than 7 years	4	
	Experience in managing forestry plantations or operations 2 year and less than 5 years	3	35
	Experience in managing forestry plantations or operations less 2 years	2	
	No experience in managing forestry plantations or operations	1	
	No Submission	0	
	The prospective investors must provide the detailed	empowern	nent plan
Comprehensive	for the package proposal and must cover at minimum	um the job	creation,
Empowerment Plan	enterprise development, development programme, pa	artnership a	nd use of
	local suppliers or SMME's to improve the local econd	omic develo	pment.

EVALUATION METHOD 4 - PLANTATION 4: BERGPLAAS				
GUIDELINES FOR CATEGORY CRITERIA	FUNCTIONALITY	FUNCTIONALITY		
	Demonstrate how the development will benefit the local community and/or			
	community-based organisations			
	Comprehensive Empowerment Plan	Indicator	Weight	
	The proposal demonstrates a good understanding of			
	forestry management that fully incorporates the			
	following four (04) targets: Job Creation, Enterprise	5		
	Development, Training and Development Programmes			
	(throughout the lifecycle of the project with timelines),			
	Partnership with Local Community Entities			
	The proposal demonstrates a basic understanding of			
	forestry management that partially incorporates only			
	three (03) of the following targets: Job Creation,	4		
	Enterprise Development, Training and Development	4		
	Programmes (throughout the lifecycle of the project with			
	timelines), Partnership with Local Community Entities			
	The proposal demonstrates an average understand of			
	forestry management that incorporates two (02) of the			
	following targets: Job Creation, Enterprise	3	35	
	Development, Training and Development Programmes	3		
	(throughout the lifecycle of the project with timelines),			
	Partnership with Local Community Entities			
	The proposal demonstrates a poor understanding of			
	forestry management that incorporates Job creation	2		
	(throughout the lifecycle of the project with timelines),			
	The proposal demonstrates a lack of understanding of			
	forestry management that incorporates Job Creation			
	(during and after plantation), Enterprise Development			
	(during and after plantation), Training and Development	4		
	Programmes (throughout the lifecycle of the project with	1		
	timelines), Partnership with Local Community Entities			
	and Procurement of Material from Local			
	Suppliers/SMME's			

EVALUATION METHOD 4 - PLANTATION 4: BERGPLAAS			
GUIDELINES FOR	FUNCTIONALITY		
CATEGORY CRITERIA			
	No Submission	0	
	Evidence of bidders overall financial capacity to the	he required	working
	capital or including ability to raise/ access adequate	financing	
	(Bidders will be required to submit evidence (signed		
	on institution's letter head) of a Bank or other	Indicator	Weight
	Financial Institutions Credit Rating, working capital	illuicator	Weight
	or access to debt)		
	Working capital or access to debt of at least of R60m (as		
	an individual company or combined as a Joint Venture)	5	
	and a Bank Credit Rating by a South African-based		
	financial services group		
Financial Capability of	Working capital or access to debt of at least of R50m (as		
the Prospective Investor	4		
(as an individual	and a Bank Credit Rating by a South African-based	7	
company or combined	financial services group		
as a Joint Venture) to	Working capital or access to debt of at least of R35m (as		
implement the	an individual company or combined as a Joint Venture)	3	
Programme/ Project)	and a Bank Credit Rating by a South African-based		10
	financial services group		
	Working capital or access to debt of at least of R20m (as		
	an individual company or combined as a Joint Venture)	2	
	and a Bank Credit Rating by a South African-based		
	financial services group		
	Working capital or access to debt of at least of R15m (as		
an individual company or combined as a Joint Venture)		1	
	and a Bank Credit Rating by a South African-based	'	
	financial services group		
	Non-compliant or no evidence provided	0	
TOTAL FUNCTIONALITY S	CORE		100

10.9 PHASE 3: PRICE AND PREFERENCE POINTS FOR INCOME GENERATING CONTRACTS: EVALUATION METHOD 4 - PLANTATION 4: BERGPLAAS

- 10.9.1. The following preference point system will be followed to advance the categories of persons:
  - v. For contracts with a Rand value **below R50 000 000**, a total of **20 points** may be allocated for specific goals as contemplated above, provided that the Highest acceptable tender scores **80 points** for price.
    - xvii. The applicable formula to be used is Ps=80[1+(Pt-Pmax)/Pmax]. Provided:

Ps = Points scored for the price of the tender under consideration.

Pt = Price of tender under consideration; and

Pmax = Price of the highest applicable tender.

xviii. A total of 20 points may be awarded to a tenderer as follows:

- 20 points: if the Investor has more than 50% (fifty percent) Black people, Women, or people with disabilities
- 0 Points: for 50% and below ownership by stipulated categories of persons
- vi. For contracts with a Rand value **above R50 000 000**, a maximum of **10 points** may be allocated for specific goals as contemplated above, provided that the Highest acceptable tender scores **90 points** for price.
  - xix. The applicable formula to be used is Ps=90[1+(Pt-Pmax)/Pmax]. Provided:

Ps = Points scored for the price of the tender under consideration.

Pt = Price of tender under consideration: and

Pmax = Price of the highest applicable tender.

- xx. A total of 10 points may be awarded to a tenderer as follows:
  - 10 points: if the Investor has more than 50% (fifty percent) Black people, Women, or people with disabilities
  - 0 Points: for 50% and below ownership by stipulated categories of persons
- 10.9.2. The bid proposal will be awarded to an investor with the highest points on price/rates and Preference Points on condition that they have met all phases of the evaluation criteria and complied with the tender requirements set out in the tender document. However, a contract may be awarded to a tenderer that did not score the highest points only under section 2(1)(f) of the PPPFA.
- 10.9.3. The DFFE reserves the right to negotiate prices/rates that are not deemed market-related and not to award the tender to the investor with the Highest price.
- 10.9.4. The preference point system applicable for this bid proposal is **90/10 or 80/20**.
- 10.9.5. A maximum of 10 or 20 points will be allocated for either of the specific goals.

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

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

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

#### 11. SUBMISSION REQUIREMENTS FOR THE CALL FOR PROPOSAL

- 11.1. Bidders should ensure that the following submission requirements, which will be needed for evaluation purposes, are included in their bid proposal, and are as follows:
  - 11.1.1 The prospective investor is expected to submit the proposal for each plantation they intend to apply for, which must be backed up by the financial viability report per plantation.
  - 11.1.2 A copy of the Central Supplier Database report, if available at the time of submission. The prospective investor must be registered on the Central Supplier Database (CSD) prior to the award of the lease agreement.
  - 11.1.3 The SARS Tax Pin Certificate at the time of submission. All tax matters must be in order prior to the signing of the lease agreement.

- 11.1.4 In the case of a proposal being submitted on behalf of a company, close corporation or partnership, evidence must be submitted to the Department at the time of submission of the proposal that the document has been signed by persons properly authorised thereto by resolution of the directors or under the articles of the entity. Furthermore, in the case of a joint venture or consortium, at least one director/member of each party to the joint venture or consortium must give consent to give authorisation for signatory to this submission.
- 11.1.5 In the event that a resolution to sign is not completed by all directors/ members of the enterprise, the signature of any one of the directors or members to this bid will bind all the directors/ members of the enterprise and will, therefore, render the bid valid.
- 11.1.6 No authority to sign is required from a company or close corporation or partnership which has only one director or member.
- 11.1.7 Standard bidding documents (SBD1, 4, 6,1, and SBD 3.1with Annexure A Price Breakdown for a period of fifty (50) years.
- 11.1.8 A detailed Empowerment Management Plan with clear targets and indications of who will be responsible for the management of the assignment as well as its execution.
- 11.1.9 Any proposed improvement during the term of the lease.
- 11.1.10 Declaration that the insurance will be obtained during the lease agreement.
- 11.1.11 Respondents are required to demonstrate that they have the necessary resources and technical expertise to undertake and successfully complete the project: Technical Capability/expertise and track record of the proposed team to be assigned to the project.
- 11.1.12 Respondents will be required to submit evidence (signed on the institution's letterhead) of a Bank or other Financial Institutions Credit Rating, working capital or access to debt) Evidence of financial sustainability and solvency is evidenced through at least three years of audited financial statements.

#### 12. LEGISLATIVE FRAMEWORK OF THE BID

#### 12.1. Tax Legislation

- 12.1.1 Respondents must at all times attempt to be compliant when submitting proposals to DFFE and remain compliant for the entire contract term with all applicable tax legislation, including but not limited to the Income Tax Act, 1962 (Act No. 58 of 1962) and Value Added Tax Act, 1991 (Act No. 89 of 1991).
- 12.1.2 Respondents who make taxable supplies more than R1 million in any 12-month conservative period are liable for compulsory VAT registration, but a person may also choose to register

- voluntarily provided that the minimum threshold of R50 000 has been exceeded in the past 12-month period.
- 12.1.3 Respondents who meet the above requirement must register as VAT vendors, if successful, within one month of award of the bid.
- 12.1.4 SARS Tax Status Pin requirements / or Central Supplier Database (CSD) number or report must be provided.

#### 12.2. Procurement Legislation

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

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

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

#### 13. FINANCIAL STABILITY

- 13.1. The financial status of the bidder It would be prudent that the bidder demonstrates using audited financial statements that the organisation will have the necessary cash flow to render the service. The bid should provide clear information on the financial standing of the organisation as well as details of existing customers together with the annual contract value.
- 13.2. The financial statements will be analysed to provide a snapshot of a company's financial health and insight into its performance, operations, and cash flow. They will also be used to provide information about a company's revenue, profitability, and debt. The DFFE reserves the right to further engage the bidder and, where necessary, request a performance guarantee in cases where the analysis has considered the financials to be negative or risky.
- 13.3. The financial stability of the bidder will be based on the following key ratio analysis:
  - 13.3.1. Efficiency
  - 13.3.2. Profitability
  - 13.3.3. Financial Risk
  - 13.3.4. Liquidity
  - 13.3.5. Acid Test, and
  - 13.3.6. Solvency
- 13.4. DFFE may choose to utilise any other systems which will be conducted by an authorised third party to provide support with the assessment of the risk and submit the report for a decision.

#### 14. SPECIAL CONDITIONS OF THE CONTRACT

- 14.1. The prospective investor will be responsible for and shall bear all costs related to the development of the property, including bulk services and any other obligations as may be required by local authorities.
- 14.2. The prospective investor will be responsible for the protection or relocation removal or obtain all statutory approvals which may be required during the lease period, and such must be approved by the Project Manager representing the Department.
- 14.3. The Department reserves the right to make a capital contribution to the structure development as part of the investment framework.
- 14.4. The Department reserves the right to conduct supplier due diligence prior to the final award of the lease agreement or at any time during the lease agreement period, and this may include site visits to monitor the partnership agreement with tenure beneficiaries.
- 14.5. DFFE will not be held responsible for any costs incurred by the service providers in the preparation, presentation, and submission of the proposal.

- 14.6. All the conditions specified in the General Conditions of Contract (GCC) will apply, and where the conditions in the special conditions of the contract contradict the conditions in the general conditions of the contract, the special conditions of the contract will prevail.
- 14.7. The proposals should be submitted with all required information containing technical information.
- 14.8. The prospective investors and/or partners are requested to submit any of the following documents as proof of B-BBEE status level contributor:
  - a. B-BBEE status level certificate issued by a Verification Agency accredited by SANAS
  - b. A Sworn Affidavit as prescribed by the B-BBEE Codes of Good Practice
  - c. B-BBEE certificate issued by the Companies and Intellectual Property Commission.
  - d. SBD 6.1 must also be duly completed, signed, and submitted alongside the bid to claim preference points. Failure to do so will result in B-BBEE preference points being forfeited.
  - e. A trust, consortium or joint venture will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits its B-BBEE status level certificate.
  - f. A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits its consolidated B-BBEE scorecard as if it were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate proposal.
  - g. If the application is made by a Joint Venture or Partnership, the accreditation credentials in the name of joined entities should be submitted. Members of the joint venture must meet the requirements of the proposal.
- 14.9. Poor or non-performance by the bidder will result in the cancellation of the contract.
- 14.10. The Department intends to award the highest rental income per item unless circumstances justify otherwise. The Department reserves the right to award to one bidder more than one plantation and/or to more than one bidder.
- 14.11. The call for proposal will be awarded per plantation.
- 14.12. If the prospective investor intends to bid for more than one package, more than one proposal plan for each plantation must be submitted within the same document.
- 14.13. The proposal will be valid until it is awarded.
- 14.14. The preferred investor will have to undertake the plantation and any other related development immediately after the lease agreement has been signed by both parties.
- 14.15. Due to the nature and extent of the development of vacant land, which normally leads to escalation, the responsibility rests with the prospective investor to pay for property rates and taxes as well as all municipal services over the lease period.
- 14.16. The Department may accept or reject any offer and may cancel the call for proposal as a whole or a part of the call or any plantation or part of any area within the plantation.

- 14.17. This document will prevail over any information provided during any briefing session, whether oral or written unless such written information provided expressly amends this document by reference.
- 14.18. The plantations may only be used for the intended purpose and may not be sub-let without the consent of the Department.
- 14.19. The Prospective Investor shall not have the option to buy the land during and at the end of the lease agreement.
- 14.20. The Prospective Investor shall, during the period of the lease, not permit or cause to permit the invasion and/or unlawful occupation (or squatting on) of the property. Any failure to adhere to this condition may lead to an early termination of the Lease Agreement by the Department, with the Prospective Investor being responsible for all costs and/or damages incidental thereto.
- 14.21. The Prospective Investor shall have no claim against the Department with regard to any loss or damage as a result of the leasing of the property.
- 14.22. DFE reserves the right to reject proposals that are not submitted in the prescribed format or where information presented is illegible or incomplete and will not be evaluated further
- 14.23. DFFE reserves the right to request such information during the evaluation process of the proposal and the information must be presented within the DFFE stipulated timelines. Failure to do so may lead to disqualification.
- 14.24. In case of bids where Consortia/ Joint Ventures, Consortia/ Joint Venture agreement signed by both parties must be submitted with bid proposal. Bidders failing to submit a signed Consortia/ Joint Ventures, Consortia/ Joint Venture agreement the bid will be considered invalid and will not be evaluated further.

#### 15. ELIGIBILITY

- 15.1. The potential investors may not participate in calls for proposals or be awarded the lease agreement if:
  - (a) They are bankrupt or being wound up, are having their affairs administered by the courts, have entered into an arrangement with creditors, have suspended business activities, are the subject of proceedings concerning those matters, or are in any analogous situation arising from a similar procedure provided for in national legislation or regulations.
  - (b) they have been convicted of an offence concerning professional conduct by a judgement which has the force of res judicata (i.e., against which no appeal is possible);
  - (c) they are guilty of grave professional misconduct proven by any means which the Department can justify;
  - (d) they have not fulfilled obligations relating to the payment of social security contributions or the payment of taxes in accordance with the legal provisions of the country:

- (e) they have been the subject of a judgement which has the force of res judicata for fraud, corruption, involvement in a criminal organisation or any other illegal activity that may be detrimental to the project;
- (f) they have been declared to be in serious breach of contract for failure to comply with their contractual obligations and are listed on the Database of Restricted Suppliers of the National Treasury in terms of Regulations 16A 9.1 (c).

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

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

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

#### 16. LEASE RENTAL PAYMENT TERM

- 16.1. Lease rentals shall be paid on an annual basis as calculated and escalated using CPI every five (05) years.
- 16.2. The rental amount shall be payable annually in advance on or before the date to be agreed by parties at the signing of the lease agreement.
- 16.3. The rental shall be subject to an escalation of 5% per annum compounded on the previous year's rental.
- 16.4. The lease period shall be fifty (50) years.
- 16.5. The lease will commence on the first day of the month, following the final signing of the lease agreement.

#### 17. TECHNICAL ENQUIRIES

16.1. Should you require any further information in this regard, please do not hesitate to send written enquiries to <a href="mailto:Tenders@dffe.gov.za">Tenders@dffe.gov.za</a>.

#### 18. RENTAL INCOME SCHEDULE

#### 18A: PLANTATION 1: LA MOTTE

REN	RENTAL PAYABLE TO DFFE ON RENTALL USE OF LAND - LA MOTTE						
#	ACTIVITY	ANNUAL RENTAL EXCLUDING VAT					
1	Rental of Land to be payable	1042 ha	R	R	R		
SUB	-TOTAL FOR YEAR 1	R					
VAT @ 15%					R		
RENTAL PAYABLE FOR YEAR 1					R		

SUMMARY PLANTATION 1 - LA MOTTE		
TOTAL OFFER	ESCALATION	TOTAL AMOUNT INCLUSIVE OF VAT
Year 1	0%	R
Year 2	5%	R
Year 3	5%	R

SUMMARY PLANTATION 1 - LA MOTTE		
TOTAL OFFER ESCALATION		TOTAL AMOUNT INCLUSIVE OF VAT
Year 4	5%	R
Year 5	5%	R
TOTAL FOR THE FIRST 5	YEARS OF 50 YEARS AGREEMENT	R
Year 10 – Indicative and not	t subject to escalations	R
Year 15 – indicative - Indicative and not subject to escalations		R
Year 20 - indicative - Indic	ative and not subject to escalations	R
Year 25 – indicative - Indic	ative and not subject to escalations	R
Year 30 - indicative - Indic	ative and not subject to escalations	R
Year 35 – indicative - Indic	ative and not subject to escalations	R
Year 40 – indicative - Indicative and not subject to escalations		R
Year 45 – indicative - Indicative and not subject to escalations		R
Year 50 - indicative - Indic	ative and not subject to escalations	R
Total Offer for 50 years subject to CPI		R

#### 17B: PLANTATION 2: KLUITJIESKRAAL

REN	RENTAL PAYABLE TO DFFE ON RENTALL USE OF LAND - KLUITJIESKRAAL				
#	ACTIVITY	SIZE	RATE PER HA PER MONTH	MONTHLY RENTAL EXCLUDING VAT	ANNUAL RENTAL EXCLUDING VAT
1	Rental of Land to be payable	1398.9 ha	R	R	R
SUB	SUB-TOTAL FOR YEAR 1			R	
VAT @ 15%			R		
RENTAL PAYABLE FOR YEAR 1		R			

SUMMARY PLANTATION 2 - KLUITJIESKRAAL		
TOTAL OFFER	ESCALATION	TOTAL AMOUNT INCLUSIVE OF VAT
Year 1	0%	R
Year 2	5%	R
Year 3	5%	R

SUMMARY PLANTATION 2 - KLUITJIESKRAAL		
TOTAL OFFER ESCALATION		TOTAL AMOUNT INCLUSIVE OF VAT
Year 4	5%	R
Year 5	5%	R
TOTAL FOR THE FIRST 10	YEARS OF 50 YEARS AGREEMENT	R
Year 10 – Indicative and not	t subject to escalations	R
Year 15 – indicative - Indica	ative and not subject to escalations	R
Year 20 - indicative - Indica	ative and not subject to escalations	R
Year 25 – indicative - Indica	ative and not subject to escalations	R
Year 30 – indicative - Indica	ative and not subject to escalations	R
Year 35 – indicative - Indica	ative and not subject to escalations	R
Year 40 – indicative - Indicative and not subject to escalations		R
Year 45 – indicative - Indicative and not subject to escalations		R
Year 50 – indicative - Indicative and not subject to escalations		R
Total Offer for 50 years subject to CPI		R

#### 17C: PLANTATION 3: GRABOUW

REN	RENTAL PAYABLE TO DFFE ON RENTALL USE OF LAND - GRABOUW				
#	ACTIVITY	SIZE	RATE PER HA PER MONTH	MONTHLY RENTAL EXCLUDING VAT	ANNUAL RENTAL EXCLUDING VAT
1	Rental of Land to be payable	3007.8 ha	R	R	R
SUB	SUB-TOTAL FOR YEAR 1			R	
VAT	VAT @ 15%			R	
REN	RENTAL PAYABLE FOR YEAR 1		R		

SUMMARY PLANTATION 3 - GRABOUW		
TOTAL OFFER	ESCALATION	TOTAL AMOUNT INCLUSIVE OF VAT
Year 1	0%	R
Year 2	5%	R
Year 3	5%	R
Year 4	5%	R

SUMMARY PLANTATION 3 - GRABOUW		
TOTAL OFFER ESCALATION		TOTAL AMOUNT INCLUSIVE OF VAT
Year 5 5%		R
TOTAL FOR THE FIRST 5	YEARS OF 50 YEARS AGREEMENT	R
Year 10 – Indicative and not	subject to escalations	R
Year 15 – Indicative and not subject to escalations		R
Year 20 – Indicative and not subject to escalations		R
Year 25 – Indicative and not subject to escalations		R
Year 30 – Indicative and not subject to escalations		R
Year 35 – Indicative and not subject to escalations		R
Year 40 – indicative - Indicative and not subject to escalations		R
Year 45 – indicative - Indicative and not subject to escalations		R
Year 50 – indicative - Indicative and not subject to escalations		R
Total Offer for 50 years subject to CPI		R

#### 17D: PLANTATION 3: GRABOUW

REN	RENTAL PAYABLE TO DFFE ON RENTALL USE OF LAND - GRABOUW				
#	ACTIVITY	SIZE	RATE PER HA PER MONTH	MONTHLY RENTAL EXCLUDING VAT	ANNUAL RENTAL EXCLUDING VAT
1	Rental of Land to be payable	4 868 ha	R	R	R
SUB	SUB-TOTAL FOR YEAR 1			R	
VAT	VAT @ 15%		R		
RENTAL PAYABLE FOR YEAR 1		R			

SUMMARY PLANTATION 3 - GRABOUW		
TOTAL OFFER	ESCALATION	TOTAL AMOUNT INCLUSIVE OF VAT
Year 1	0%	R
Year 2	5%	R
Year 3	5%	R
Year 4	5%	R

SUMMARY PLANTATION 3 - GRABOUW		
TOTAL OFFER ESCALATION		TOTAL AMOUNT INCLUSIVE OF VAT
Year 5	5%	R
TOTAL FOR THE FIRST 10	YEARS OF 50 YEARS AGREEMENT	R
Year 10 – Indicative and not	t subject to escalations	R
Year 15 – Indicative and not	t subject to escalations	R
Year 20 – Indicative and not subject to escalations		R
Year 25 – Indicative and not subject to escalations		R
Year 30 – Indicative and not subject to escalations		R
Year 35 – Indicative and not	t subject to escalations	R
Year 40 – indicative - Indicative and not subject to escalations		R
Year 45 – indicative - Indicative and not subject to escalations		R
Year 50 – indicative - Indicative and not subject to escalations		R
Total Offer for 50 years subject to CPI		R

### 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 <a href="https://www.treasury.gov.za">www.treasury.gov.za</a>

#### 4. Standards

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

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

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

#### 6. Patent rights

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

## 7. Performance security

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

## 8. Inspections, tests and analyses

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

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

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

#### 9. Packing

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

## 10. Delivery and documents

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

#### 11. Insurance

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

#### 12. Transportation

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

## 13. Incidental services

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

- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.
- 13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

#### 14. Spare parts

- 14.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:
  - (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
  - (b) in the event of termination of production of the spare parts:
    - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
    - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

#### 15. Warranty

- 15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.
- 15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take

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

#### 16. Payment

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

#### 17. Prices

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

## 18. Contract amendments

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

#### 19. Assignment

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

#### 20. Subcontracts

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

## 21. Delays in the supplier's performance

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

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

- 21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
- 21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

#### 22. Penalties

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

## 23. Termination for default

- 23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
  - (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2:
  - (b) if the Supplier fails to perform any other obligation(s) under the contract; or
  - (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 23.4 If a purchaser intends imposing a restriction on a supplier or any

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

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

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

- 23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.
- 24. Anti-dumping and countervailing duties and rights
- 24.1 When, after the date of bid, provisional payments are required, or antidumping 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 33.1 Industrial Participation (NIP) Programme

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

## 34 Prohibition of Restrictive practices

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



Js General Conditions of Contract (revised July 2010)



### DEPARTMENT OF FORESTRY, FISHERIES AND THE ENVIRONMENT

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

#### **BAS ENTITY MAINTENANCE FORM**

#### The Director General

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

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

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

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

Please ensure information is validate as per required bank screens.

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

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

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

Supplier Account Details (To be Verified by the bank)
(Please note that this account MUST be in the name of the supplier. No 3rd party payments allowed).
Account Name
Account Number Branch Name Branch Number
Bank screen info ABSA-CIF screen FNB-Hogans system on the CIS4/CUPR STD Bank-Look-up-screen Nedbank- Banking Platform under the Client Details Tab
Account Type  Cheque Account Savings Account Transmission Account Bond Account Other (Please Specify)
ID Number
Passport Number  Company Registration Number  *CC Registration  *Please include CC/CK where applicable  Bank Stamp
Supplier Contact Details
Business  Area Code  Home  Area Code  Telephone Number  Extension  Telephone Number  Extension  Fax  Area Code  Fax Number  Cell Code  Cell Number
Email Address Contact Person:
Supplier Signature  Print Name  Date (dd/mm/yyyy)  NB: All relevant fields must be completed