



forestry, fisheries & the environment

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

INVITATION TO BID

BID NUMBER: DFFE-T034 (24-25)

FOR THE APPOINTMENT OF A SERVICE PROVIDER TO FACILITATE BUSINESS CONTINUITY MANAGEMENT PROCESSES WITHIN THE DEPARTMENT FOR A PERIOD OF THIRTY-SIX (36) MONTHS

ENQUIRIES:

Name : SCM Officials
E-Mail : Tenders@dffe.gov.za

NATIONAL TREASURY CENTRAL SUPPLIER DATABASE (CSD) REGISTRATION INFORMATION

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

THE CLOSING DATE OF THE BID: 17TH OF FEBRUARY 2025 AT 11:00 AM

There will be a compulsory briefing session:

Date: 29TH of January 2025

Time: 11:00 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 HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DEPARTMENT OF FORESTRY, FISHERIES AND THE ENVIRONMENT.					
BID NUMBER:	DFFE-T034(24-25)	CLOSING DATE:	17 FEBRUARY 2025	CLOSING TIME:	11:00 AM
DESCRIPTION	THE APPOINTMENT OF A SERVICE PROVIDER TO FACILITATE BUSINESS CONTINUITY MANAGEMENT PROCESSES WITHIN THE DEPARTMENT FOR A PERIOD OF THIRTY-SIX (36) MONTHS				
BID RESPONSE DOCUMENTS MUST BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
Department of Forestry, Fisheries and the Environment, The Environment House,					
473 Steve Biko Road, Cnr Soutpansberg and Steve Biko Road, Arcadia, Pretoria /Tshwane					
BIDDING PROCEDURE ENQUIRIES MUST BE DIRECTED TO:			TECHNICAL ENQUIRIES MUST BE DIRECTED TO:		
CONTACT PERSON	SCM Officials		CONTACT PERSON	SCM Officials	
TELEPHONE NUMBER			TELEPHONE NUMBER		
FACSIMILE NUMBER	N/A		FACSIMILE NUMBER	N/A	
E-MAIL ADDRESS	tenders@dffe.gov.za		E-MAIL ADDRESS	tenders@dffe.gov.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]	
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? <input type="checkbox"/> YES <input type="checkbox"/> NO DOES THE ENTITY HAVE A BRANCH IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? <input type="checkbox"/> YES <input type="checkbox"/> NO IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

PART B
TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:	
1.1.	BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2.	ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
1.3.	THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 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."

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

SIGNATURE OF BIDDER:

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

DATE:

PRICING SCHEDULE
(Professional Services)

NAME OF BIDDER:	BID NO: DFFE-T034 (24-25)
CLOSING TIME 11:00 AM	CLOSING DATE: 17 FEBRUARY 2025

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

DESCRIPTION: FOR THE APPOINTMENT OF A SERVICE PROVIDER TO FACILITATE BUSINESS CONTINUITY MANAGEMENT PROCESSES WITHIN THE DEPARTMENT FOR A PERIOD OF THIRTY-SIX (36) MONTHS

**(ALL APPLICABLE TAXES INCLUDED)

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

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

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

DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT
-----	-----	-----	R-----
-----	-----	-----	R-----
-----	-----	-----	R-----
-----	-----	-----	R-----

TOTAL: R.....

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

Name of Bidder:

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

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

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

Any enquiries regarding bidding procedures may be directed to the –

Department of Forestry, Fisheries and the Environment

Contact Person: SCM Officials

E-mail: Tenders@dffe.gov.za

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

- 2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise, employed by the state? **YES/NO**

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

Full Name	Identity Number	Name of State institution

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

- 2.2.1 If so, furnish particulars:

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

-

 2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract?

YES/NO

- 2.3.1 If so, furnish particulars:

.....

3 DECLARATION

I, the undersigned, (name)in submitting the accompanying bid, do hereby make the following statements that I certify to be true and complete in every respect:

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

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

SBD4

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).

1.2 To be completed by the organ of state

- a) The applicable preference point system for this tender is the **80/20** preference point system.
- b) The **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
SPECIFIC GOALS	20
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 PREFERENCE POINT SYSTEMS

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

80/20

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

Where

- Ps = Points scored for price of tender under consideration
- Pt = Price of tender under consideration
- Pmin = Price of lowest acceptable tender

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 points is allocated for price on the following basis:

80/20

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

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 the 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 (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
More than 50% (fifty percent) ownership by Black people	20	
More than 50% (fifty percent) ownership by Women	20	
More than 50% (fifty percent) ownership by people with disabilities	20	

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm.....

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One-person business/sole propriety
- ☐ Close corporation
- ☐ Public Company
- ☐ Personal Liability Company
- ☐ (Pty) Limited
- ☐ Non-Profit Company
- ☐ State Owned Company

[TICK APPLICABLE BOX]

4.6. 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:	.....



**forestry, fisheries
& the environment**

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

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

TERMS OF REFERENCE

**FOR THE APPOINTMENT OF A SERVICE PROVIDER TO FACILITATE BUSINESS CONTINUITY
MANAGEMENT PROCESSES WITHIN THE DEPARTMENT FOR A PERIOD OF THIRTY-SIX (36) MONTHS**

TABLE OF CONTENTS

1.	PURPOSE	3
2.	INTRODUCTION AND BACKGROUND	3
3.	OBJECTIVES.....	5
4.	SCOPE AND EXTENT OF WORK.....	6
5.	EXPECTED DELIVERABLES / OUTCOMES	8
6.	PERIOD / DURATION OF PROJECT / ASSIGNMENT	8
7.	COSTING / COMPREHENSIVE BUDGET	9
8.	INFORMATION SESSION.....	9
9.	EVALUATION CRITERIA.....	10
10.	BID SUBMISSION REQUIREMENTS.....	15
11.	LEGISLATIVE FRAMEWORK OF THE BID	16
12.	SPECIAL CONDITIONS OF THE CONTRACT	17
13.	PAYMENT TERMS	19
14.	TECHNICAL ENQUIRIES	19
16.	ANNEXURE B – CV TEMPLATE.....	22

1. PURPOSE

- 1.1. Appoint a professional service provider to facilitate the development, implementation of business continuity management processes within the department for a period of thirty-six (36) months.

2. INTRODUCTION AND BACKGROUND

- 2.1. "The mandate and core business of the Department of Forestry, Fisheries and the Environment (DFFE) is to manage, protect and conserve South Africa's environment and natural resources. The mandate is informed by section 24 of the Constitution of the Republic of South Africa, 1996 (Act No. 108 of 1996), which affords everyone the right to (a) an environment that is not harmful to their health or well-being and (b) to have the environment protected for the benefit of present and future generations, through reasonable legislative and other measures".
- 2.2. DFFE Head Office is situated at Cnr. Steve Biko (previously Beatrix Street) and Soutpansberg Road, 473 Steve Biko, Arcadia, Pretoria, and has another office located at 110 Hamilton Street, Arcadia, Pretoria. DFFE has other offices in all nine Provinces as well as leased offices from Municipalities throughout the country. In implementing its core mandate effectively, DFFE is required to develop and implement measures to prevent escalation of damages, injury to personnel and interruptions to service delivery in case of a disaster/disruptive event.
- 2.3. The implementation of a Business Continuity Programme (BCP) will assist DFFE in responding timeously to disaster/disruptive events in order to, among others, prevent loss of lives. The most critical part of the BCP is to manage and mitigate damage to the reputation of the DFFE. The Business Continuity program encompasses Business Continuity Planning, Emergency Response Planning, Crisis Management Planning and ICT Disaster Recovery Planning. This project includes reviewing and consolidating existing plans, including ICT Disaster Recovery Planning (DRP) for alignment purposes.
- 2.4. ISO 22301 (2019) specifies the security and resilience business continuity management systems requirements to implement, maintain and improve a Business Continuity Management (BCM) System to protect against, reduce the likelihood of the occurrence of, prepare for, respond to and recover from disruptions when they arise. In addition, the Business Continuity Institute Good Practice Guidelines 2018 (BCI GPG:2018) and other related Business Continuity Management Principles as outlined in the DFFE BCM Framework will be consulted.
- 2.5. Currently, there are no formalised BCM processes informed by a comprehensive plan to deal with difficult situations so that the DFFE can continue to function with as minimal disruption as possible

and ensure that the Department continues delivering services at acceptable predefined levels following a disruptive incident.

- 2.6. However, processes are implemented at the respective different functions as part of day-to-day activities (including OHS, Facilities, and/or evacuation drills); nevertheless, these processes are not collaborated and coordinated in a manner that meets the requirements of the current best practices, including the Disaster Management Act (2002) and the ISO 22301 Standard, as mentioned above.
- 2.7. For this reason, the DFFE is seeking to appoint a service provider to establish programmes, procedures, and platforms and facilitate and standardise the implementation of BCM within the DFFE.
- 2.8. The appointed Service Provider should take cognisance and reconcile any existing plans developed by the Department and its managing agent for alignment purposes to eliminate any dispute that may arise about the interpretation or application of any part of BCP due to existing plans such as those developed by Imvelo and by DFFE internally as part of Environment House building. Therefore, this project will review, update, and consolidate existing plans to ensure that the revised comprehensive plan meets the required standards of best practices and identify and develop the plans currently not existing within DFFE where applicable to close the existing gap.
- 2.9. The intended purpose of this project is to have a comprehensive business continuity plan inclusive of implementation plan for the DFFE Head Office and all regional Offices. The implementation of the plan should be phased over three years, in Head Office in Pretoria (Environment House and 110 Hamilton Building) and extending to data centres where critical systems are located for recovery.

NB: *The list of official offices occupied by the Department of Forestry, Fisheries and the Environment will be shared with the successful Service Provider upon contracting*

2.10. Legal Framework:

2.10.1. The following legislative framework will be applicable:

- The Constitution of the Republic of South Africa Act 108 of 1996
- Public Finance Management Act No.1 of 1999
- Preferential Procurement Policy Framework Act No.5 of 2000
- Preferential Procurement Regulation 2022
- Broad-Based Black Economic Empowerment Act No.53 of 2003
- Promotion of Access to Information Act No.2 of 2000
- Promotion of Administrative Justice Act No.3 of 2000
- Employment of Educators Act No. 76 of 1998
- Protection of Personal Information Act No.4 of 2013

- Occupational Health and Safety Amendment Act, No.181 of 1993
- Building and Facilities Act 107 of 1977
- Labour Relations Act 66 of 1995
- Public Service Act no: 103 of 1994
- Disaster Management Act, No.57 of 2002
- Skills Development Act, No.37 of 2008
- Electronic Communications Act No.36 of 2005

3. OBJECTIVES

3.1. Upon appointment, the successful service provider will be expected to deliver on the following objectives required for the Business Continuity Management (BCM) Project in accordance with the BCM Lifecycle.

3.1.1. Development Of Policy and Programme Management

- Establish the organisation's Business Continuity (BC) policy and define how this policy should be implemented through the BC Programme.

3.1.2. Embedding Business Continuity

- Define how to integrate business continuity awareness and practice into business-as-usual activities and organisational culture.

3.1.3 Analyse

- Review and assess an organisation to identify its objectives, how it functions and the constraints of its operating environment.

3.1.4 Design

- Identifies and selects appropriate solutions to determine how continuity can be achieved in the event of an incident to achieve the BC requirements identified in the analysis stage.

3.1.5 Implementation

- Implement the solutions agreed upon in the design stage by developing business continuity plans to meet the organisation's agreed BC requirements.

3.1.6 Validation

- Confirms that the business continuity programme meets the objectives set in the policy and that the plans and procedures in place are effective.

4. SCOPE AND EXTENT OF WORK

- 4.1. The successful service provider will be required to deliver a Business Continuity Management (BCM) project according to the following six (6) phases of the BCM project lifecycle:

4.1.1. Phase 1: Policy & Programme Management

- Develop Business Continuity Management (BCM) Programme
- Review existing BCP and other plans inclusive of DRP for effectiveness
- Develop BCP for the Department
- Review existing sub-committees/structures to identify the gaps, duplications, mandates, roles & responsibilities
- Propose composition of a task team.
- Conduct Disaster Recovery Planning (DRP) Maturity Assessment
- Conduct Business Continuity Planning (BCP) Maturity Assessment

4.1.2. Phase 2: Embedding Business Continuity

- Assess current organisational understanding of BCM and identify gaps
- Existing Business Continuity Management (BCM) policy review and approval
- Business Continuity Management (BCM) awareness to all employees
- Business Continuity Management (BCM) awareness and training to existing BCM Structures and organisation

4.1.3. Phase 3: Analyse –Business Impact Analysis (BIA) and Threat Risk Analysis (TRA)

- Review existing Threat and Risk Assessment (TRA) and Business Impact Analysis (BIA) Reports
- Conduct needs analysis on the overall TRA and BIA of the Department
- Conduct additional BIA and TRA where necessary with Business Units to close the gaps identified from existing BIA and TRA

4.1.4. Phase 4: Designing Business Continuity Solutions

- Select appropriate high-level strategies to address gaps and shortfalls.
- Create selected strategies report and obtain approval
- Execute projects to implement selected strategies
- Identify and develop recovery solutions

- Identify threat mitigations
- Create an incident response structure

4.1.5. Phase 5: Implementation

- Development of DRP Templates
- Review existing DRP and provide recommendations
- Facilitate the development of DRP based on BIA results
- Development of Incident Management Plan/Crisis Management Plan
- Review existing plans and provide recommendations
- Facilitate the development of a Human Resources Continuity plan
- Facilitate the development of an Evacuation plan
- Facilitate the development of the Facilities Plan
- Facilitate the development of a Communication Plan
- Facilitate identification of critical services for core business
- Facilitate prioritisation of business units
- Facilitate the development of operational BCPs
- Review existing Organisational BCP
- Develop Organisational BCP

4.1.6. Phase 6: Validation

- Develop schedule to test DRP and other plans
- Develop BCMS Maintenance Schedule
- Testing BC Plans to ensure they are fit for purpose
- Conduct BCMS Monitoring and Evaluation
- Review of BCM Framework and Plan
- Ensure Organizational ISO 22301 Certification

NB: The services are to commence immediately upon issuing of the official purchase order. A comprehensive Business BCP for DFFE is required for implementation at the National Head Office (Environment House), including 110 Hamilton Building in Pretoria and DFFE data centres where critical services are rendered as per the attached annexure. The critical performance areas for this project are approved BCP, BIA & TRA reports, and BC embedded into business activities as well as testing of plans.

Minimum performance requirements are formulating the programme, proposing or reviewing the composition of the task team, reviewing existing policies or frameworks, conducting BCM maturity to identify gaps, and developing a BCM improvement plan. The project should be implemented according to the phases listed above.

5. EXPECTED DELIVERABLES / OUTCOMES

5.1. On commencement, during the execution, and upon completion of the assignment, the following deliverables are expected from the preferred bidder:

- 5.1.1. BCP Maturity scorecard
- 5.1.2. DRP Maturity scorecard
- 5.1.3. Project Charter
- 5.1.4. Threat Risk Assessment and Business Impact Analysis Report /Results
- 5.1.5. Operational BCPs
- 5.1.6. Disaster Recovery Plans
- 5.1.7. Evacuation Plan
- 5.1.8. Facilities Master reserve plan
- 5.1.9. HR Continuity Plan
- 5.1.10. Organisational Business Continuity Plan
- 5.1.11. Crisis Management Plan
- 5.1.12. Awareness and training schedule
- 5.1.13. Business Continuity Management System Maintenance Schedule
- 5.1.14. BCM Testing Methodologies
- 5.1.15. ISO22301:2019 Organisational Certification
- 5.1.16. BCMS Improvement Plan
- 5.1.17. BCM Strategy, Policy, Framework /Methodology and Standard Operating Procedures
- 5.1.18. BCM Project Plan accompanied by relevant templates, timeframes and checklist for implementation.
- 5.1.19. BCM planning and monitoring tool inclusive of (role players of BCM Projects, their roles and responsibilities, work schedule and clear timelines for all activities, and issue log
- 5.1.20. Monthly progress report detailing milestones completed

6. PERIOD / DURATION OF PROJECT / ASSIGNMENT

6.1. The contract period will be for a period of thirty-six (36) months, after the signing of the SLA by both parties and the issuing of the order number by the Supply Chain Management. The details of this will be set out in the Service Level Agreement (SLA).

7. COSTING / COMPREHENSIVE BUDGET

- 7.1. A comprehensive offer must be provided inclusive of all costs, expenses, and all applicable taxes. Note: Travelling costs and time spent or incurred between home and the office of the project manager and the DFFE office will not be for the account of the DFFE.
- 7.2. A comprehensive offer must be provided in the same envelope as the technical proposal, inclusive of all disbursement costs, expenses, and VAT (Annexure A - Price Schedule /guidance: **(Service provider must quote for all activities as included in the Pricing Schedule unless indicated otherwise).**)
- 7.3. DFFE reserves the right to negotiate price with a recommended service provider identified in the evaluation process without offering the same opportunity to any other bidder(s) who have not been recommended.
- 7.4. The validity period is 120 days from the closing date of the bid. The department reserves the right to extend the validity of the bid, where a written letter will be sent through to every bidder that responded to the bid. In terms of procedural fairness, the bidder will be given an opportunity to respond, in writing, to the terms and conditions of the bid and the bid price. Such acceptance of the terms and conditions of bid and bid price becomes legally binding in the procurement process. Any bidder, that did not respond to the extension of the bid validity period, in writing, **WILL NOT** be considered further for the bid upon expiry of the initial validity period
- 7.5. NOTE: modification (Increase/ Decrease) the given total capped hours on the pricing schedule is **strictly prohibited**. However, bidders are allowed to be innovative in allocating the hours across the line items or activities with the total capped hours remaining the same as provided by DFFE. Bidders who fail to comply with the requirements will be considered non-responsive and not further evaluated.

8. INFORMATION SESSION

- 8.1. Is the briefing session applicable?

YES

- 8.2. Is it a compulsory briefing session?

YES

- 8.3. The briefing session will be held as follows:
- Date:** 29 January 2025
- Time:** 11h00-12h00 AM
- Platform/ Venue:** Teams ([Join the meeting now](#))

- 8.4. 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 queries the bidder raises.
- 8.5. Failure to attend the compulsory briefing session will result in bidders being disqualified.

9. EVALUATION CRITERIA

9.1. The evaluation for this bid will be carried out in the following phases:

- Phase 1: Pre-compliance
- Phase 2: Mandatory Requirement
- Phase 3: Functionality Criteria
- Phase 4: Price and Preference Points

9.2. PHASE 1: PRE-COMPLIANCE

- 9.2.1. During this phase bid documents will be reviewed to determine compliance with SCM returnable documents, tax matters, and whether proof of registration on the Central Supplier Database (CSD) has been submitted with the bid documents at the closing date and time of the bid.
- 9.2.2. The bid proposal will be screened for compliance with administrative requirements as indicated below:

ITEM NO.	ADMINISTRATIVE REQUIREMENTS	CHECK/ COMPLIANCE
1	Master Bid Document	Provided and bound
2	Electronic Copy (USB)	Same as the master bid document
3	SCM - SBD 1 - Invitation to Bid	Completed and signed
4	Tax Compliance and CSD Registration	Attached CSD registration number/ Proof of CSD registration and/ or SARS Tax Pin
5	SBD 3.3 - Pricing Schedule	Completed
6	SCM - SBD 4 – Bidders Disclosure	Completed and signed
7	SCM - SBD 6.1 - Preference Points Claim Form in terms of the Preferential Procurement Regulations 2022	Completed and signed

ITEM NO.	ADMINISTRATIVE REQUIREMENTS	CHECK/ COMPLIANCE
8	In case of bids where Consortia/ Joint Ventures, Consortia/ Joint Venture agreement signed by both parties must be submitted with bid proposal	JV agreement completed and signed, if applicable

9.3. PHASE 2: MANDATORY REQUIREMENTS

9.3.1 The following mandatory requirements will apply. All bidders who fail to meet these requirements will be disqualified and will not be evaluated further on functionality criteria.

9.3.2 The bidder must complete the table below by answering yes or no and attaching proof.

REQUIREMENTS	COMPLY	
Proof attached NB: Proof of professionalisation /designation certificate to be attached	YES	NO
<p>The Team Leader to be assigned to the assignment should be certified in either one of the following Professions:</p> <ul style="list-style-type: none"> i. Certified Business Continuity Professional (CBCP) by Disaster Recovery Institute by the Disaster Recovery Institute International (DRII) ii. Certified Information Systems Auditor (CISA) iii. Certified Business Continuity Manager (CBCM) by (BCI) iv. ISO 22301 Lead Implementer v. Master of Business Continuity, Security, and Risk Management (MBCP) by DRII vi. Certified Risk Manager (CRM) by (IRMSA). vii. Certified Internal Auditor (CIA) 		

9.4. PHASE 3: FUNCTIONALITY CRITERIA

9.4.1. Only bid proposals that meet pre-compliance, and mandatory requirements will be considered to be evaluated on functionality criteria.

9.4.2. The bidder must score a minimum of **75%** must be attained by bidders. Bidders who fail to score this minimum threshold will be disqualified and will not be evaluated further.

GUIDELINES FOR CATEGORY CRITERIA	FUNCTIONALITY		
A detailed proposed Project Plan, Methodology and Management of the project in Business Continuity Management	A detailed project plan and methodology with intermediate and final outputs and identified timeframes/ milestones. Proposed Methodology and Management of the project in Business Continuity Management. Bidders should submit detailed project implementation plan and clear methodology on how the deliverables will be met in line with the objectives of the project		
	Detailed Project Plan and Methodology with deliverables, timeframes/ milestones.	Indicator	Weight
	Project Plan and methodology, action well broken down, with detailed objectives and milestones	5	20
	Project Plan and methodology, action partly broken down, clear objectives, and clear milestone	4	
	Project Plan and methodology, action broken down with no deliverables and timeframes	3	
	Limited information provided on the action plan	2	
	Task not well understood.	1	
	No information provided	0	
Qualifications of the project team leader to be assigned to the project. <i>Bidders to specify who is being appointed as the Team Leader.</i>	Bidder(s) are required to submit/ attach copy of relevant qualification(s) for the Project Team Leader as recognised by SAQA in the areas of Business Continuity Management or Risk Management or Emergency Management or Internal Auditing, or Assurance and Consulting Services on BCM		
	Qualifications of project team leader in the areas of Business Continuity Management or Risk Management or Emergency Management or Internal Auditing, or Assurance and Consulting Services on BCM	Indicator	Weight
	Master's degree or above (NQF level 9)	5	20
	Honors (NQF level 8)	4	
	A degree or B Tech (NQF level 7)	3	

GUIDELINES FOR CATEGORY CRITERIA	FUNCTIONALITY		
	A three-year diploma (NQF level 6)	2	
	A two-year diploma or certificate (NQF level 5)	1	
	No Qualifications attached	0	
Technical Capability/ expertise, diversity, and track record of the Project Team Leader. <u>Bidders to specify who is being appointed as the Team Leader.</u>	Bidder(s) are required to demonstrate that they have the necessary resources with technical expertise to undertake and successfully complete the project.		
	Bidder(s) should submit curriculum vitae for the Project Team Leader proposed to be employed on the project.		
	Curriculum vitae are to include specific details of the contactable references, including, inter alia, relevant experience with start and end date. The personnel must demonstrate a good understanding of the relevant South Africa's legislative framework.		
	In addition, the personnel must have experience in Risk Management or Business Continuity Management or Emergency Management or Internal Auditing or Assurance and Consulting Services on BCM		
	Experience of a Project Team Leader in successfully managing projects related to Risk Management or business continuity management or Emergency Management or Internal Auditing or Assurance and Consulting Services on BCM	Indicator	Weight
	10 years' experience and above	5	25
	7 years' and less than 10 years' experience	4	
	5 years' and less than 7 years' experience	3	
	3 years' and less than 5 years' experience	2	
	1 year and less than 3 years' experience	1	
Less than 1 year experience or no experience	0		
The company's experience, track record, and knowledge in Business Continuity Management. Evidence	Bidder(s) are required to demonstrate relevant past experience and competency of the company in Business Continuity Management.		
	Bidder(s) should submit full details of reliable contactable signed references for, projects of a similar scope which were successfully completed in the previous years in Business Continuity Management.		

GUIDELINES FOR CATEGORY CRITERIA	FUNCTIONALITY		
reflecting projects of similar size, completed.	Company experience in Business Continuity Management	Indicator	Weight
	5 Projects completed with duly signed Positive Completion Certificates/ Positive Reference Letters	5	35
	4 Projects completed with duly signed Positive Completion Certificates/ Positive References Letters	4	
	3 Projects completed with duly signed Positive Completion Certificates/ Positive References Letters	3	
	2 Projects completed with duly signed Positive Completion Certificates/ Positive References Letters	2	
	1 Project completed with duly signed Positive Completion Certificate/ Positive Reference Letter	1	
	No experience	0	
TOTAL POINTS ON FUNCTIONALITY			100

9.5. PHASE 4: PRICE AND PREFERENCE POINTS

9.5.1. 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**, 20 points may be allocated for specific goals, provided that the lowest acceptable tender scores **80 points** for price.
 - i. The applicable formula to be used is $Ps=80[1-(Pt-Pmin)/Pmin]$. Provided:

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

Pt = Price of tender under consideration; and

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

9.5.2. The bid will be awarded to a bidder with the highest points on price and Preference Points on the condition that they have met all phases of the evaluation criteria and complied with the tender requirements in the tender document.

- 9.5.3. However, a contract may be awarded to a tenderer that did not score the highest points by section 2(1) of the PPPFA.
- 9.5.4. The DFFE reserves the right to negotiate prices that are not deemed market-related and not to award the tender to the bidder with the lowest price.
- 9.5.5. A maximum of 20 Points will be allocated for either of the specific goals.

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

- 9.4.6. For service providers to claim preference points, the following must be adhered to:
- Submit a complete and signed SBD 6.1,
 - 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.
 - Submit CSD Registration Report or MAAA...number.

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

10. BID SUBMISSION REQUIREMENTS

- 10.1. 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:
- 10.1.1. The bidder must draft a table of contents that will indicate where each document is in the proposal.
 - 10.1.2. Where applicable contactable reference will be required on the CV for due diligence, however bidders will not be disqualified.
 - 10.1.3. The proposal shall consist of one (01) master original document and must indicate the prices on SBD 3.3 and Annexure A (where applicable) for a detailed price schedule.
 - 10.1.4. Project reference specifying the role played by the service provider in the listed projects or assignments.
 - 10.1.5. Standard bidding documents (SBD1, 3.3, 4, and 6.1).
 - 10.1.6. Copy of Central Supplier Database (CSD) reports or tax pin certificate from SARS.

10.1.7. Letter of Authority to sign documents on behalf of the company.

11. LEGISLATIVE FRAMEWORK OF THE BID

11.1 Tax Legislation

11.1.1. Bidder must always attempt to comply with all applicable tax legislation when submitting a proposal to DFFE and remain compliant for the entire contract term, including but not limited to the Income Tax Act, 1962 (Act No. 58 of 1962) and the Value Added Tax Act, 1991 (Act No. 89 of 1991).

11.1.2. Bidders who make taxable supplies more than R1 million in any 12-month conservative period are liable for compulsory VAT registration, but a person may also choose to register voluntarily provided that the minimum threshold of R50 000 has been exceeded in the past 12-month period.

11.1.3. If successful, bidders who meet the above requirement must register as VAT vendors within one month of the award of the bid.

11.1.4. SARS Tax Status Pin requirements/ or Central Supplier Database (CSD) number or report must be provided.

11.2. Procurement Legislation

11.2.1. Bidders should be cognisant of the legislation and/or standards specifically applicable to the services.

11.2.2. 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.

11.3 Privacy and Protection of Personal Information Act 4 of 2013

11.3.1. Protecting personal information is important to the Department of Forestry, Fisheries, and the Environment. To do so, DFFE follows general principles by applicable privacy laws and the Protection of Personal Information Act 4 of 2013 (POPIA).

11.3.2. DFFE's role as the responsible party is, amongst others, to process personal information for the intended purpose for which it was obtained and in line with legal agreements with its respective/ prospective service providers and third parties.

11.3.3. DFFE will process personal information only with the knowledge and authorisation of the bidder/ respondent. It will treat any personal information it becomes aware of as confidential and will not disclose it unless required by law or subject to the exception contained in the POPIA.

11.3.4. DFFE reserves all the rights afforded to it by the POPIA in processing any of its information as contained in this bid, and the bidder/respondent is required to comply with all prescripts as detailed in the POPIA relating to all information concerning DFFE.

11.3.5. In responding to this bid, DFFE acknowledges that it will obtain and have access to the personal information of the bidder/ respondent. DFFE agrees that it shall only process the information disclosed by the bidder/ respondent in their response to this bid for evaluation and subsequent award of the tender and by any applicable law.

12. SPECIAL CONDITIONS OF THE CONTRACT

- 12.1. The service provider/s will submit a soft copy weekly progress report for the first month from the start of the project to the Project Manager and thereafter monthly progress reports (soft copies) to the Programme Manager within seven (07) days after the end of each month and quarterly soft copies for the duration of the project. Failure to submit the required reports on time will result in penalties.
- 12.2. Service Providers should always consider safety and environmental impact during the initiation and implementation of this project. All material and information derived during its execution should remain within DFFE upon its finalisation.
- 12.3. The Project Manager shall manage the Service Level Agreement.
- 12.4. The appointed service provider will be subjected to security vetting and screening.
- 12.5. The service provider/s must guarantee the presence of the senior in charge of fieldwork throughout the duration of the contract.
- 12.6. Team Leader to be assigned to this project should be a registered member of professional organizations such as the Business Continuity Institute (BCI), the Disaster Recovery Institute International (DRII), the Association of Contingency Planners (ACP), the Institute of Risk Management South Africa, or other relevant professional bodies.
- 12.7. In consultation with the project manager, the service provider undertakes to develop and finalise a skills transfer plan, with key milestones for transferring skills to the department's risk management staff. The Skills transfer plan must include systems for transferring skills, coaching, and mentoring the Department's (Risk Management) staff. The Service Provider shall transfer skills to Department Risk Management Staff as outlined in the skills transfer plan to be approved by the Department.
- 12.8. Before a replacement is appointed, the Programme Manager must approve it. If the senior has to leave the project, a period of at least one (1) month is required, during which the senior must work

parallel with the next person (senior consultant with similar expertise and equal years of experience) appointed and be able to transfer skills and knowledge.

- 12.9. All the conditions specified in the **General Conditions of the 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.
- 12.10. If not already specified in the bid, the service provider shall notify the Department in writing of all subcontracts awarded under this contract. Such notification, whether in the original bid or later, shall not relieve the service provider from any liability or obligation under the contract.
- 12.11. A Letter of Authority to sign documents on behalf of the company.
- 12.12. The service provider will submit monthly progress reports to the Project Manager within 7 days after the end of each month for the duration of thirty-six months, as per the agreed-upon work plan.
- 12.13. The proposals should be submitted with all required information containing technical information.
- 12.14. For service providers to claim preference points, the following must be adhered to:
 - 12.14.1. Submit a completed and signed SBD 6.1,
 - 12.14.2. Submit a CSD report
- NB: Failure on the part of a tenderer to submit proof or documentation stated above in terms of this tender to claim preference points for specific goals with the tender will be interpreted to mean that preference points for specific goals are not claimed.
- 12.15. If the DFFE is of the view that a Bidder submitted false information regarding a Specific Goal, the DFFE must inform the Bidder accordingly and allow the Bidder to make representations within fourteen (14) days as to why: -
 - 12.15.1. the Tender may not be disqualified, or,
 - 12.15.2. if the Tender has already been awarded to the Bidder, the contract should not be terminated
- 12.16. After considering the representations, the DFFE may, if it concludes that the information relating to a Specific Goal is false, disqualify the Bidder or terminate the Contract
- 12.17. The Department shall consider Company and Individual(s) (Personnel) experience and Qualifications obtained within and outside the Republic of South Africa (RSA). The qualification obtained outside RSA shall, for evaluation, be accompanied by the SAQA Certificate of Evaluation (SCoE). The SCoE will indicate the decision taken by SAQA regarding the recognition of foreign qualifications and the comparability of that qualification with a South African qualification registered on the National Qualification Framework (NQF). Foreign qualifications that are not accompanied by the SCoE shall not be considered for evaluation in this contract.
- 12.18. The proposals should be submitted with all required information containing technical information
- 12.19. Poor or non-performance by the bidder will result in the cancellation of contracts.

- 12.20. Please note that DFFE is not bound to select any firms submitting proposals. DFFE reserves the right not to award any of the bids and not to award the contract to the lowest bidding price.
- 12.21. DFFE is not responsible for any costs incurred by the service providers in preparing, presenting, and submitting the proposal.

13. PAYMENT TERMS

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

14. TECHNICAL ENQUIRIES

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

15. ANNEXURE A – PRICING SCHEDULE

	ACTIVITIES	NAME OF THE PROPOSED EXPERT	ESTIMATED HOURS	RATE PER HOUR (EXCLUDING VAT)	TOTAL COST
1	Development of BCM Policy, BCM Strategy and Methodology and BCM Project Charter accompanied by relevant templates and tools for implementation		..... Hrs.	R.....	R.....
2	Develop and maintain BCM planning and monitoring tool inclusive of (names of all participants of BCM Projects, their roles and responsibilities, work schedule and clear timelines for all activities, issue log and progress reports		..... Hrs.	R.....	R.....
3	Facilitate establishment of BCM Forum, BCM Project Committee and sub-committees		..... Hrs.	R.....	R.....
4	Conduct BCM ongoing awareness to BCM		..... Hrs.	R.....	R.....
5	Facilitation of TRA and BIA		..... Hrs.	R.....	R.....
6	Facilitate development of BCP and all other related BCM plans as listed above		..... Hrs.	R.....	R.....
7	Testing of all BCP and all other related BCM plans as listed above		..... Hrs.	R.....	R.....
8	Conduct BCM Maturity Assessment		..... Hrs.	R.....	R.....

15. ANNEXURE A – PRICING SCHEDULE					
	ACTIVITIES	NAME OF THE PROPOSED EXPERT	ESTIMATED HOURS	RATE PER HOUR (EXCLUDING VAT)	TOTAL COST
9	Monitor BCM Programme and develop BCM improvement plan		..... Hrs.	R.....	R.....
SUBTOTAL					R.....
VAT @ 15%					R.....
TOTAL PROJECT COST					R.....

16. ANNEXURE B – CV TEMPLATE

TO BE COMPLETED BY THE PROJECT TEAM LEADER

1. Surname	
2. Name	
3. National ID / Passport Number	
4. Contact Number	
5. Email Address	
6. Proposed role on the project	

7. Education:

Year Completed	Institution	Qualifications obtained	NQF Level

8. Language skills: Indicate competence on a scale from 1 (basic) to 5 (excellent)

Language	Reading	Speaking	Writing

9. Membership of professional bodies:

Name of professional body	Year joined	Membership Number

10. Other skills: (e.g. Computer literacy, etc.)

11. Present position:

Name of Employer	
Position	
Date from - Date to	

12. Years within the institution:

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

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

14. Professional experience:

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

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

THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

July 2010

GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

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

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

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

TABLE OF CLAUSES

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental services
14. Spare parts
15. Warranty
16. Payment
17. Prices
18. Contract amendments
19. Assignment
20. Subcontracts
21. Delays in the supplier's performance
22. Penalties
23. Termination for default
24. Dumping and countervailing duties
25. Force Majeure
26. Termination for insolvency
27. Settlement of disputes
28. Limitation of liability
29. Governing language
30. Applicable law
31. Notices
32. Taxes and duties
33. National Industrial Participation Programme (NIPP)
34. Prohibition of restrictive practices

General Conditions of Contract

1. Definitions

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

RSA.

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

obligations of the supplier covered under the contract.

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

2. Application

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

3. General

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

4. Standards

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

5. Use of contract documents and information; inspection.

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

6. Patent rights

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

7. Performance security

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

8. Inspections, tests and analyses

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

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

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

9. Packing

- 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

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

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

14. Spare parts

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

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

15. Warranty

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

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

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

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

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

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

16. Payment

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

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

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

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

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

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

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

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

may be due to him

25. Force Majeure

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

28. Limitation of liability

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

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

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

Js General Conditions of Contract (revised July 2010)



DEPARTMENT OF FORESTRY, FISHERIES AND THE ENVIRONMENT

BAS ENTITY MAINTENANCE FORM

Head Office Only

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

The Director General

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

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

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

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

Please ensure information is validate as per required bank screens .

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

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

Company / Personal Details

Registered Name

Trading Name

Tax Number

VAT Number

Title:

Initials:

Full Names

Surname

Persal Number

Address Detail

Address

(Compulsory if Supplier)

Physical

Postal

Postal Code

New Detail

☐ New Supplier information ☐ Update Supplier information

Supplier Type:

☐ Individual
☐ Company
☐ CC

☐ Department
☐ Trust
☐ Other (Specify)

☐ Partnership

Department Number
