



## forestry, fisheries & the environment

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

### INVITATION TO BID BID NUMBER: DFFE-T035 (24-25)

TO APPOINT SUITABLE SERVICE PROVIDERS TO BUY, CLEAR-FELL AND TRANSPORT THE EUCALYPTUS GUM TIMBER COMPARTMENTS FROM PLANTATIONS IN LIMPOPO PROVINCE FOR A PERIOD OF TWELVE (12) MONTHS

#### ENQUIRIES:

Name : SCM Officials  
Office Telephone No. : 012 399 9892  
E-Mail : [Tenders@dfre.gov.za](mailto:Tenders@dfre.gov.za)

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

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

**THE CLOSING DATE OF THE BID: 07 FEBRUARY 2025 AT 11:00 AM**

#### Compulsory site briefing session information:

- 21 January 2025: Phiphidi plantation, GPS Location: 22° 56'59"S 30° 23'53"E) Time: 09h00
- 22 January 2025: Luvhola plantation, GPS Location: 23° 11'17"S 30° 02'14"E) Time: 09h00
- 23 January 2025: Voorspoed plantation, (GPS Location: 23° 22'27"S 30° 04'31"E) Time: 09h00

## PART A INVITATION TO BID

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)</b>					
<b>BID NUMBER:</b>	DFFE T035 (24-25)	<b>CLOSING DATE:</b>	07 FEBRUARY 2025	<b>CLOSING TIME:</b>	11:00 AM
<b>DESCRIPTION</b>	TO APPOINT SUITABLE SERVICE PROVIDERS TO BUY, CLEAR-FELL AND TRANSPORT THE EUCALYPTUS GUM TIMBER COMPARTMENTS FROM PLANTATIONS IN LIMPOPO PROVINCE FOR A PERIOD OF TWELVE (12) MONTHS				
<b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)</b>					
DEPARTMENT OF FORESTRY, FISHERIES AND THE ENVIRONMENT					
473 STEVE BIKO ROAD; CNR SOUTPANSBERG AND STEVE BIKO ROAD, ARCADIA PRETORIA /TSHWANE					
<b>BIDDING PROCEDURE ENQUIRIES MUST BE DIRECTED TO</b>			<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>		
CONTACT PERSON	SCM Practitioners	CONTACT PERSON			
TELEPHONE NUMBER	012 399 9892	TELEPHONE NUMBER			
FACSIMILE NUMBER	N/A	FACSIMILE NUMBER			
E-MAIL ADDRESS	Tenders@dfre.gov.za	E-MAIL ADDRESS			
<b>SUPPLIER INFORMATION</b>					
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
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?			<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
<b>QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span> DOES THE ENTITY HAVE A BRANCH IN THE RSA? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span> DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span> DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span> IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span> <b>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.</b>					

## PART B

### TERMS AND CONDITIONS FOR BIDDING

<b>1. BID SUBMISSION:</b>	
1.1.	BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2.	<b>ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.</b>
1.3.	THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4.	<b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).</b>
<b>2. TAX COMPLIANCE REQUIREMENTS</b>	
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 PIN 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 T035 (24-25)
CLOSING TIME 11:00 AM	CLOSING DATE: 07 FEBRUARY 2025

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

**DESCRIPTION: TO APPOINT SUITABLE SERVICE PROVIDERS TO BUY, CLEAR-FELL AND TRANSPORT THE EUCALYPTUS GUM TIMBER COMPARTMENTS FROM PLANTATIONS IN LIMPOPO PROVINCE FOR A PERIOD OF TWELVE (12) MONTHS**

\*\*(ALL APPLICABLE TAXES INCLUDED)

1. The accompanying information must be used for the formulation of proposals.

2. Bidders are required to indicate a ceiling price based on the total estimated time for completion of all phases and including all expenses inclusive of all applicable taxes for the project.

R.....

3. PERSONS WHO WILL BE INVOLVED IN THE PROJECT AND RATES APPLICABLE (CERTIFIED INVOICES MUST BE RENDERED IN TERMS HEREOF)

4. PERSON AND POSITION

HOURLY RATE

DAILY RATE

.....  
.....  
.....  
.....  
.....

R.....  
R.....  
R.....  
R.....  
R.....

.....  
.....  
.....  
.....  
.....

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

.....  
.....  
.....  
.....

R.....days  
R.....days  
R.....days  
R.....days

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

DESCRIPTION OF EXPENSE TO BE INCURRED

RATE

QUANTITY

AMOUNT

.....  
.....  
.....  
.....

..... R.....  
..... R.....  
..... R.....  
..... R.....

TOTAL: R.....

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

Name of Bidder: .....

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

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

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

\*[DELETE IF NOT APPLICABLE]

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Any enquiries regarding bidding procedures may be directed to the –

Department of Forestry, Fisheries and the Environment

Contact Person: SCM Officials

Tel: (012) 399 9892

E-mail: [Tenders@dfpe.gov.za](mailto:Tenders@dfpe.gov.za)

## BIDDER'S DISCLOSURE

### 1. PURPOSE OF THE FORM

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

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

### 2. Bidder's declaration

- 2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest<sup>1</sup> in the enterprise, employed by the state? **YES/NO**

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

Full Name	Identity Number	Name of State institution

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

- 2.2.1 If so, furnish particulars:

---

<sup>1</sup> the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/shaving 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 consortium<sup>2</sup> 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

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

#### **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); and

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
<b>Total points for Price and SPECIFIC GOALS</b>	<b>100</b>

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**

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

Where

P<sub>s</sub> = Points scored for price of tender under consideration

P<sub>t</sub> = Price of tender under consideration

P<sub>min</sub> = 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.

.....	
<b>SIGNATURE(S) OF TENDERER(S)</b>	
<b>SURNAME AND NAME:</b>	.....
<b>DATE:</b>	.....
<b>ADDRESS:</b>	.....
	.....
	.....
	.....



**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 SUITABLE SERVICE PROVIDERS TO BUY, CLEAR-FELL AND  
TRANSPORT EUCALYPTUS GUM TIMBER COMPARTMENTS FROM PLANTATIONS IN LIMPOPO  
PROVINCE FOR A PERIOD OF TWELVE (12) MONTHS**

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## **1. PURPOSE**

- 1.1. To appoint suitable service providers to buy, clear-fell and transport the Eucalyptus Gum timber compartments from plantations in Limpopo Province for a period of twelve (12) months.

## **2. INTRODUCTION AND BACKGROUND**

- 2.1. The Department of Forestry, Fisheries, and the Environment (DFFE) is the custodian of the National Forest Act (Act No. 84 of 1998) (NFA). The Act aims to promote sustainable forest management for economic, environmental and social benefits throughout the country.
- 2.2. The DFFE is responsible for managing state forests in different provinces across South Africa. The DFFE has approximately ±42195 cubic meters of various matured eucalyptus timber species that are ready for clear-felling in Limpopo Province under the Directorate: State Forest Management Limpopo and Mpumalanga.
- 2.3. These matured timber compartments have reached the optimum diameter size and height to be sold, and the compartments are remnants compartments that are on the clear-felling Plantation Management Plan.
- 2.4. Under normal circumstances, the DFFE will clear-fell the matured timber and prepare it for sale, however, due to capacity challenges, the DFFE is unable to do so. As a result, the timber will be sold standing, where the buyer will be expected to clear-fell the timber themselves.
- 2.5. Delay of sale of matured timber may result in instability in the compartments and will have a negative effect on the volumes that can be produced by the compartments, including the financial value of the matured compartments.
- 2.6. The sale of matured timber will generate more revenue income for the state and create job opportunities in the communities near the plantations.
- 2.7. It is for the above-mentioned background that the department seeks to appoint service providers to buy, clear-fell and transport the Eucalyptus Gum timber compartment from plantations in Limpopo province for a period of 12 months.

## **3. OBJECTIVES**

- 3.1. To appoint suitable service providers to buy, clear-fell and transport the Eucalyptus Gum timber compartments from plantations in Limpopo Province for a period of twelve (12) months to attain the clear-felling targets in the Annual Operational Plan, to generate revenue income for the department, and to create job opportunities in the communities near the plantations.



- 3.2. To maintain sustainable forest management practices as per the National Forest Act, 1998 (Act No. 84 of 1998) as amended.

#### 4. SCOPE AND EXTENT OF WORK

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

- 4.1. The appointed Service Provider per plantation will be expected to undertake buying, clear-felling operations and transportation of  $\pm 42195$  cubic meters of timber from DFFE plantations in Limpopo province, namely Voorspoed, Phiphidi and Luvhola/Moddervlei Estate plantations. Timber will be sold on a standing basis.

For the sale, the term **STANDING** is defined as follows:

- 4.1.1 The purchaser shall undertake clear-felling operations and transportation at his/her own expense but within the conditions relating to state forest land as summarised in 4.6 below.
- 4.1.2 All trees shall be felled by the purchaser as low as practically possible, and timber will be sold standing as per DFFE requirements.
- 4.1.3 No timber may be removed by the purchaser unless it has been paid for, measured, marked and recorded by the Seller.
- 4.2. Bidders must submit an empowerment plan which indicates several jobs to be created and several local contractors to be hired from communities next to the plantations.
- 4.3. Bidders must offer a price per cubic meter per lot for all Eucalyptus Gum timber on the bid document provided in the pricing schedules.
- 4.4. The successful bidders shall deposit with the Seller a bond of security issued by a registered commercial bank or an approved insurance company or a cash deposit to the value of an amount not less than 20% of the total estimated value of the offered quantity of timber.
- 4.5. The successful bidders will be required to arrange with the DFFE to work on a cash advance basis.
- 4.6. Clear-felling and transportation of the timber will take place within twelve (12) month period after the order has been issued, and any successful bidder who fails to complete the removal of timber within this period a **penalty of 20%** will be levied to the bidders as a penalty for this deviation.
- 4.7. The sale of matured timber and the identified compartments amount to 164,99 ha, which is approximately 42 195 m<sup>3</sup> as outlined in the tables below:

**TABLE 1: LUVHOLA/ MODDERVLEI PLANTATION (GPS LOCATION: 23°11'17"S 30°02'14"E).**

Plantation	Compartment number	Effective Area (Ha)	Species	Age	Estimated Volume (m3)
Luvhola	L32	4,50	E. grandis	16,2	850
Luvhola	L33	3,00	E. grandis	15,2	516
Luvhola	L34	1,00	E. grandis	16,2	189
Mulima	U7a	5,50	E. grandis	12,6	717
Mulima	U7b	3,85	E.gxc	12,4	492
Mulima	U12	2,90	E. grandis	20,6	714
Mulima	U4	13,28	E. panic	18,6	2922
Mulima	U6C	0,67	E. cloez	24,6	205
Mulima	U8A	3,00	E. grandis	18,6	660
Mulima	U8B	0,90	E. cloez	18,6	198
Moddervlei	M9	11,49	E. grandis	15,6	2043
Moddervlei	M6	2,10	E. grandis	11,6	240
Moddervlei	M7	2,80	E. grandis	11,6	320
Moddervlei	M8	4,90	E. grandis	11,7	566
Mashau	S6b	0,50	E.clo	19,6	118
Mashau	S7a	1,70	E.clo	18,6	378
<b>TOTAL</b>		<b>62,09</b>			<b>11128 m3</b>

**TABLE 2. PHIPHIDI PLANTATION GPS LOCATION: 22°56'59"S 30°23'53"E).**

Plantation	Compartment number	Effective area	Species	Age	Estimated Volume (m3)
Phiphidi	P8b	2,37	E.cloez	18,6	527
Phiphidi	P8a	1,01	Egrandis/mix	16,0	312
Phiphidi	P10a	1,50	E.cloez	18,6	334
Phiphidi	P12	0,50	E.cloez	21,6	131
Phiphidi	P13a	1,08	E.cloez	21,6	286
Phiphidi	P14	0,60	E.cloez	21,6	159
Phiphidi	P15	2,61	E.cloez	20,6	643
Jouberstroom	J5	5,32	E.grand	16,2	1705
Jouberstroom	J12	7,00	E.grand	19,3	1514

Plantation	Compartment number	Effective area	Species	Age	Estimated Volume (m3)
Jouberstroom	J14a	6,55	E.cloez	23,6	1871
Jouberstroom	J14b	0,75	Egrand	23,6	214
Jouberstroom	J20a	2,44	E.sal	21,2	621
Jouberstroom	J22	4,00	E.cloez	20,2	963
Gaba	G2b	1,34	E.grand	26,6	510
Gaba	G5	9,60	E.grand	19,6	2629
Gaba	G3a	12,37	Egrandis	17,6	3036
Gaba	G3b	0,57	E.grandis	17,6	186
Gaba	G4	4,83	E.grandis	18,0	1664
<b>TOTAL</b>		<b>46,67 ha</b>			<b>17305 m3</b>

**TABLE 3: VOORSPOED ESTATE PLANTATION(GPS LOCATION: 23°22'27"S 30°04'31"E).**

Plantation	Compartment number	Effective area	Species	Age	Estimated Volume (m3)
Voorspoed	A1	9,30	Egxc	22,6	2419
Voorspoed	A4	8,16	Egxc	22,6	886
Voorspoed	A10	8,59	Egxc	25,6	2729
Voorspoed	A34	1,03	Egxc	24,6	164
Voorspoed	A35	5,05	Egxc	25,6	651
Voorspoed	A40	8,27	Egxc	24,6	1591
Voorspoed	A80	6,95	Egxc	25,6	2208
Voorspoed	B5	11,97	Egxc	23,6	3114
<b>Total</b>		<b>56,32</b>			<b>13762m3</b>

The estimated volume in the table above is given as a guide only and is not guaranteed in any way.

- 4.8. The successful bidders must always comply with the following DFFE Harvesting Guidelines on state plantations:

NO.	DFFE HARVESTING GUIDELINES
4.8.1.	SERVICE REQUIREMENTS CONDITIONS
4.8.1.1.	Bidders must be involved in the timber industry
4.8.1.2.	Bidders must also have the capacity to harvest and transport the timber themselves.

NO.	DFFE HARVESTING GUIDELINES
4.8.1.3.	Bidders must be able to finance the clear-felling operations, and no timber will be loaded and transported without being paid for.
4.8.1.4.	Bidders must possess the ability to work according to the standards specified by DFFE.
4.8.1.5.	The bidders shall undertake to remove all the utilizable products by the end on completion of the project, failing this, <b>a penalty of 20%</b> will be levied on the total tendered price, for which he will be liable.
4.8.1.6.	Bidders must be able to pay their workers monthly and pay them according to the standards required by the Department of Labour.
4.8.1.7.	Bidders must always comply with Workmen's Compensation Commissioner requirements.
4.8.1.8.	Bidders are expected to comply with UIF requirements.
4.8.1.9.	<p>Bidders will provide monthly report on the following Operational Aspects</p> <ul style="list-style-type: none"> <li>a) Production (Volumes harvested, Productivity, Compartments planned for the following month, and Product breakdown into volume)</li> <li>b) Actual vs Planned harvesting costs.</li> <li>c) Safety Aspects (Hazards Identification and Risk Assessment (HIRA) and Control Measures, Incidents including near misses, safety meetings).</li> <li>d) Labour (Turnover, employee relations issues)</li> <li>e) Environmental management aspects including issues related to the public.</li> </ul>
4.8.2.	<b>FELLING AND CLEANING</b>
4.8.2.1.	Work should be done per compartment and completed before felling proceeds to the next compartment.
4.8.2.2.	All standing material, growing or dead, should be slashed and felled with the felling operation as work proceeds, as low to the ground as possible. If this work is too severe contractors must allow for the extra costs when tendering.
4.8.2.3.	All waste material should be cut to maximum lengths of 2 metres.
4.8.2.4.	In the case of thinning or coppice the utmost care should be exercised to avoid damage to remaining trees (trees left after thinning). The following penalties are applicable if remaining trees are damaged or felled in any way including damage to bark and cambium:
4.8.2.5.	No harvesting, extraction and transportation of timber will be done during public holidays and during weekends noting that the working hours are from Mondays to Fridays, 07h30 to 16h00.
4.8.2.6.	No timber will be loaded and transported without being paid as per DFFE Revenue collection guidelines

NO.	DFFE HARVESTING GUIDELINES
4.8.2.7.	All sold and transported timber should always have a DFFE valid permits and all timber being recorded at DFFE Check points and access points
4.8.2.8.	Bidders will be expected to abide to DFFE Revenue policy.
4.8.2.9.	Payments of lots must be done in advance (electronically or in DFFE offices) before any felling and removal of timber
4.8.2.10.	Advance payment should always remain having enough funds for at least two truckloads. <b>No negative balance will be accepted.</b>
4.8.2.11.	Loading of timber should only take place after all timber has been recorded by DFFE log recorders for payments purposes
4.8.3.	<b>MOVEMENT OF PRODUCE IN COMPARTMENTS: RULES TO PROTECT THE GROWING SITE</b>
	<b>GENERAL: RULES APPLICABLE</b>
4.8.3.1.	A truck built for the highway is not regarded as a forwarder.
4.8.3.2.	No additional excavation, or roads, will be constructed on growing sites. Any additional roads must be part of the approved infrastructure for the area. <u>This condition does not hold for compartment C66 where some form of access must be created due to a stream without a crossing.</u> The successful bidder and the DFFE Project Manager must agree to the temporary construction of a crossing, and which must be demolished after completion of the contract by the successful bidder and at his/her cost.
4.8.3.3.	No truck or loading apparatus will move off the running surface of a road.
4.8.3.4.	No 2-wheel drive loggers or loaders will be allowed on growing sites.
4.8.3.5.	No movement of equipment will be allowed in wet conditions when the higher moisture content causes a lubrication situation that causes rut development of more than 30cm depth and 20 m long.
4.8.3.6.	All slopes over 25° inclination must not be traversed by wheeled equipment but must be harvested by lifting with cable equipment (skyline under tension). Tracked units may be used up to 30° slope if safe.
4.8.3.7.	All sensitive areas like wet vleis and sponges and rivers must be avoided. Movement of material must be down the slope on top of ridges. Uphill movement is acceptable where no base road exists or where skidding distance does not exceed 50 metres.
4.8.3.8.	Contractors must have background knowledge of chapter 5 of the South African Harvesting Code of Practise as published by Forestry Engineering South Africa (FESA) where applicable to realise the importance of proper conservation practices.

<b>NO.</b>	<b>DFFE HARVESTING GUIDELINES</b>
4.8.3.9.	All skid routes should be covered and protected after use by erecting water barriers to avoid further erosion. This work must be done to the satisfaction of the grower or supervised by the grower.
4.8.3.10.	No equipment leaking fuel or lubricants will be allowed on growing sites.
4.8.3.11.	No equipment causing an abnormal volume of polluted air will be allowed at the working place. (A large % of unburned fuel smells badly and oil burned, colours fumes.)
4.8.3.12.	No equipment that might cause a possible fire hazard will be allowed at the working place. Spark arresters should be fitted to all moving equipment that is non-turbo-charged.
4.8.3.13.	All equipment intended to take part in an operation must be available for inspection beforehand.
4.8.3.14.	<p>Idling causes vibration and thus compaction. No idling of machines infield will be allowed during rests or waiting periods longer than five minutes. Before harvesting starts in a compartment, the grower must be presented with a harvesting plan on a topographical map of a scale not &lt;1:5000</p> <p>Depicting the following:</p> <ul style="list-style-type: none"> <li>a) Felling direction and pattern.</li> <li>b) Skid roads or cable passages layout and direction of travel.</li> <li>c) Presentation areas (landings) on roads.</li> <li>d) Direction of loads' movement i.e. transport direction and route.</li> <li>e) Conversion site (if applicable).</li> <li>f) Special Management Zones (i.e. Area of Special Interests (ASI's), High Conservation Value sites (HCV), No-Go-Zones, Indigenous Forest, Riparian Zones, Vlei's, bogs and marshes etc.).</li> </ul>
4.8.3.15.	The clear-felling plans must be approved by Project Manager before harvesting commences.
4.8.3.16.	All products must be removed simultaneously with the first and only operation. No second operation onto the area will be allowed. Very special circumstances that require deviation of this specification must be arranged with the Project Manager. Where another buyer is involved for smaller or waste products, on road delivery must be negotiated.
4.8.4.	<b>SPECIAL RULES RELATING TO SKIDDING OF PRODUCTS</b>
4.8.4.1.	All skidding units will be constant 4x4 wheeled driven or tracked driven.
4.8.4.2.	Skidding by wheel drive units will only be allowed up to 20° slope.
4.8.4.3.	Skidding by track units will only be allowed up to 30° slope.
4.8.4.4.	No turning of units in field on slopes steeper than 15° will be allowed.

NO.	DFFE HARVESTING GUIDELINES
4.8.4.5.	Skidding units must be provided with winches with winch rope reach distances of not less than 50 metres at all times unless a grapple skidder/s is/are used.
4.8.4.6.	Skidding units must use the same skid roads and must make use of a dedicated track system that will not exceed a track to area ratio of more than 4% in any circumstances
4.8.5.	<b>RULES RELATING TO FORWARDING OR CARRYING OF PRODUCTS</b>
4.8.5.1.	Only forwarders with all-wheel drive will be allowed.
4.8.5.2.	Only areas of less than 10° slopes will be forwarded.
4.8.5.3.	Forwarders must stay on the same tracks and must not exceed a track to area ratio of more than 6%.
4.8.6.	<b>MOVEMENT OF MATERIALS ON ROADS</b>
4.8.6.1.	Movement of trucks and machines in too wet conditions will be prohibited. All roads will be regarded as closed immediately after precipitation of 25mm or more at one time. If roads are needed urgently the DFFE Project Manager can make a decision in some cases depending on weather conditions.
4.8.6.2.	Abnormal damage to road surfaces and loading sites will not be allowed and must be rehabilitated at bidders' expense.
4.8.6.3.	Drainage channels and drainpipe inlets must be kept clean at all times. Material stacked over side drains must be stacked on crossbars allowing enough water passage.
4.8.6.4.	Axle loads must be within normal road regulation specification.
4.8.6.5.	Width, height and length of loads must be within normal road regulation specification.
4.8.6.6.	No abnormal loads will be allowed - only vehicles acceptable to and in roadworthy condition will be allowed.
4.8.6.7.	Only roads indicated by the DFFE Project Manager will be used.
4.8.6.8.	Vehicles will only move on the running surfaces and nowhere else.
4.8.6.9.	Only turning places constructed as such will be used to turn or if the DFFE Project Manager allows such places.
4.8.6.10.	No vehicles will be allowed outside road reserves or otherwise if not so agreed.
4.8.6.11.	All road users are using roads at their own risk and will be responsible for any damage incurred to their property.
4.8.6.12.	The full running surface will be used and the forming of " <i>middle-mannetjies</i> " or ridge between wheel ruts must be avoided.
4.8.6.13.	Recovery of trucks, tractors and equipment will be at the owner's costs.

<b>NO.</b>	<b>DFFE HARVESTING GUIDELINES</b>
4.8.6.14.	Note: The grower cannot assist with the recovery of transport as it does not have the necessary equipment to do so.
4.8.6.15.	Loaded vehicles should preferably where possible move downhill when loaded on indicated circle routes.
4.8.6.16.	Vehicles must not exceed 20 kilometres per hour when loaded on limited sight distances. A speed of 40 kilometres per hour on other roads should not be exceeded.
4.8.6.17.	No vehicles must be left at any time in such a way that traffic is blocked, or it may cause dangerous conditions.
4.8.6.18.	No spillage of fuel or lubricants will be allowed.
4.8.6.19.	Only authorised operators and drivers with legal licences and permits will be allowed.
4.8.6.20.	No persons under the influence (of alcohol or drugs) will be allowed on site.
4.8.6.21.	All loads should be loaded and fastened according to safety requirements. (SABS)
4.8.6.22.	No wooden stanchions will be allowed as this is unsafe and not in line with modern practices and Road Regulations.
4.8.6.23.	Only non-articulating vehicles and trucks will be allowed on roads (Special permission will be granted for other types if feasible).
4.8.6.24.	Vehicle's headlights must be switched on while driving.
4.8.6.25.	All moving machines and tractors will be provided with an amber rotating light, switched on while working.
4.8.6.26.	The standard of road will be according to a standard that the landowner accepts as sufficient.
4.8.6.27.	After harvesting if it is deemed necessary a light corrective blading with a grader, opening of side drains, culverts and cross-drains must be done as part of rehabilitation of roads used during harvesting at bidder's expense.
4.8.7.	<b>PROTECTION OF OTHER INFRASTRUCTURE</b>
4.8.7.1.	Any damage caused to fences, powerlines, pipes, phonelines, radio equipment, water furrows sewerage pipes as a result of the activities of a contractor, will be claimed by the department from the said contractor. Should the infrastructure belong to a third party, such as inter alia the Municipality, Spoornet etc damage caused will be a matter between the parties and not involve DFFE.
4.8.7.2.	The handling of produce within a treelength of any sensitive infrastructure will only occur under the supervision of the DFFE Project manager or a person authorised by him.
4.8.7.3.	No handling or loading will take place within 50m from a live powerline.



NO.	DFFE HARVESTING GUIDELINES
4.8.7.4.	All equipment used by a contractor takes place at his own risk.
4.8.7.5.	Claims against a contractor will be considered where any equipment of the State is damaged (if negligence is applicable).
4.8.7.6.	If severe negligence occurs or an abnormal performance is carried out, persons involved will be asked to leave the property or the contract may be cancelled.
4.8.8.	<b>SAFETY AND SECURITY MEASURES</b>
4.8.8.1.	Any new arrivals on the plantation site must introduce themselves to the DFFE manager. Operations will only start after the said manager has been notified and he/she is satisfied with the conditions all-round.
4.8.8.2.	No fires will be allowed. No building of other temporary infrastructure such as temporary shelter /compound etc in the state plantation
4.8.8.3.	All operations where internal combustion powered machines are involved, must be provided with <b>effective fire extinguisher</b> .
4.8.8.4.	Blocking of roads must be minimised and limited to passage described in Section F.
4.8.8.5.	All workers must be provided and must wear protective clothing in an effective way to the satisfaction of the DFFE manager. All workers must be transported to and from work every day, no buildings of shelters/compound will be allowed in state forests
4.8.8.6.	All operations must be provided with effective warning and safety signs in all four main directions.
4.8.8.7.	All separate operations must be at least 3 treelengths from each other except where skidding and stacking work is concerned
4.8.8.8.	No product presentation must be closer than 300m to a road transport operation on the same contour road. (Traffic must not interfere with presentation on roadside.) unless inevitable and otherwise agreed by all involved parties i.e. different contractors on the larger site and working in different compartments.
4.8.8.9.	No load transport may cross a landing site where operations are active unless unavoidable and in which case preference must be given to transport and/or loading. The involved parties must communicate their arrangement with the project manager.
4.8.8.10	No spillage of fuel or lubricants will be allowed.
4.8.8.11	No single person must work outside audible shout distance from another.
4.8.8.12	All equipment and human power must be used within its working and strength capacity.
4.8.8.13	All equipment must be in good working condition and always parked at a designated place after working hours authorized by Estate Managers.

NO.	DFFE HARVESTING GUIDELINES
4.8.8.14	All felling and debranching must take place close to each other, on the same contour and not down a straight line on the slope, with one above or below each other.
4.8.8.15	At least one member of any team must be trained in "Buddy-Aid" and formerly appointed by contractor.
4.8.8.16	<p>The Following operations may not go ahead when the Fire Danger Index rating system (FDI) depicts the following:</p> <p>&gt;65      No Felling</p> <p>&gt;75      No Extraction, Conversion and Stacking</p> <p>&gt;80      No Transport and Loading.</p> <p>On days higher than &gt;60 no hot work will be allowed. Any hot work must be authorised by manager.</p>
4.8.8.17	All work must be done according to approved work procedures and practices as is current in the forestry industry.
4.8.8.18	Safety inspections by a checklist must be done on a weekly basis by a duly elected, trained and appointed Safety Health Representative (SHE rep).
4.8.8.19	All operations must on an on-going basis be preceded by a Hazards Identification and Risk Assessment (HIRA), and corrective measures be implemented when risks and hazards are identified.
4.7.8.20	Monthly Safety Meetings must be done with workers.
<b>4.8.9</b>	<b>PRESENTATION OF PRODUCTS ON ROADSIDE</b>
4.8.9.1	<p>All routes must be kept open to traffic. A minimum width of 3m is needed on straight sections, and a minimum of 4m will be applicable on bends.</p> <p>The following deviations can be allowed only during normal working hours</p> <p>(a) Where felling is done next to roads, roads may be closed for 2 hours for every 4 hours.</p> <p>(b) Where other operations are taking place, roads may be closed for 20 minutes for every hour worked.</p>
4.8.9.2	Sorting will be done as required. In these cases, openings of 1m must be allowed in-between stacks. All timber must be stacked parallel to the road. Material shorter than 2,4m may be stacked perpendicular to the road in some special cases.
4.8.9.3	<p>Equipment used for sorting and stacking must cause minimum damage to the road surface. Only wheeled units will be allowed. (Stationary = all weather. Moving = up to lubrication stage.)</p>

NO.	DFFE HARVESTING GUIDELINES
	NOTE: Lubricating stage = Wetter than optimum moisture content.
4.8.9.4	<p>All stacks must be stable to avoid the movement of materials onto the road surface or collapsing of stacks.</p> <p>NOTE: On downhill side, on steep slopes or roads, stacks must be supported by properly planted stanchions or supports.</p>
4.8.9.5	Side drains must be bridged to avoid build-up of surface flow.
4.8.9.6	All additional road maintenance as a result of poor landing organisation will be invoiced and claimed from the buyer or service provider.
4.8.9.7	No products will be stacked further than 5m from the road running surface.
4.8.9.8	No produce should be left lower than 0,5m beneath the road surface level.
4.8.9.9	No waste material should be introduced amongst products.
4.8.9.10	A landing on roadside must not be disbanded to move to another landing if it is not properly utilised and filled to capacity over a 100m distance.
4.8.9.11	No more than 2 landings will be allowed on the same contour road per compartment.
4.8.9.12	No side drains, side cuttings, fillings must be damaged by loading and sorting equipment. All road vehicles must stay on the road surface.
4.8.9.13	No stacking, sorting and loading will be allowed closer than 5m of Special Management Zones.
<b>4.8.10</b>	<b>DISCIPLINE AND AUTHORISED PERSONS IN A SUPERVISING CAPACITY</b>
4.8.10.1	Each operation must be planned and supervised by a proper authorised responsible person for at least 2 days per week. This person must be a competent person, properly trained with at least 4 years applicable experience in the specific field he is carrying out on state land.
4.8.10.2	A full-time first line supervisor must be present at each operation. This person must have at least 2 years' experience, skills and knowledge of the specific tasks involved.
4.8.10.3	<p>Labour and operations: No unauthorised person will be allowed infield or on the working site. The site will not be used for training purposes. Only labour that is suitably skilled by a seta accredited institution that fits into or that is adaptable to the local culture should preferably be used.</p>
4.8.10.4	<p>Discipline: All persons on site will be utilised for emergency services such as injuries, violence, floods or fire protection. Any persons behaving not normally will be asked to leave the working site or premises. All persons must adhere to local procedures, rules and arrangements according to regulations in the Forests Act and according to the decision of the seller's project manager.</p>

<b>NO.</b>	<b>DFFE HARVESTING GUIDELINES</b>
4.8.10.5	Any work executed unprofessionally will result in the cancellation of the contract. The contractor may be held responsible for any additional costs or losses caused by such a cancellation.
4.8.10.6	All introduced persons (supervisors and labour) must be properly presented to meet the DFFE project Manager and the role of each must be explained during operations.
4.8.10.7	All supervisory personnel from successful bidders must at all times be able to communicate with their principals and the project Manager by means of electronic communication systems in cases of emergencies.
<b>4.8.11</b>	<b>INFLUENCE OF OPERATIONS ON SECONDARY WORK LIKE REGENERATION</b>
4.8.11.1	No felled forest products may be left on growing sites for periods longer than 3 months e.g. for debarking or drying purposes.
4.8.11.2	Waste material must be broadcast in compartments.
4.8.11.3	Crowns not utilised must be broken-up to a maximum of 2m lengths while material is still green or freshly cut.
4.8.11.4	All waste near running surfaces of roads must be spread to at least 10m from the side of the nearest running surface.

## **5. EXPECTED DELIVERABLES / OUTCOMES**

- 5.1 The suitable service providers will be expected to purchase timber per stump through clear-felling and transportation of timber as indicated in 4.5 above.
- 5.2 The successful service providers will be expected to perform the clear-felling operation and transportation of timber in state Forests, and prices will be offered as per cubic meter per lot on the pricing schedule provided in the tender document.
- 5.3 The successful service providers will be expected to use his/her equipment or resources to render the services as per paragraph 4.1.1.

## **6. PERIOD / DURATION OF PROJECT / ASSIGNMENT**

- 6.1. The successful service providers will be appointed for a period of twelve (12) months after the signing of the Service Level Agreement (SLA) / Memorandum of Agreement (MoA) by both parties and the issuing of an official purchase order.

## 7. COSTING / COMPREHENSIVE BUDGET

- 7.1. A comprehensive offer must be provided, inclusive of all applicable taxes. Travelling costs and time spent or incurred between home 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 providers must quote for all activities as included in the Pricing Schedule unless indicated otherwise**).
- 7.3. The bid will be evaluated and awarded based on the highest offer received.
- 7.4. The DFFE will not be held liable for any additional costs incurred should the service provider deliver the wrong quality of resources.
- 7.5. The Service Providers must quote in accordance with the project deliverables in sections 4 and 5 of this TOR by completing **annexure A** pricing schedule for each plantation bidding for.
- 7.6. Bidders must offer a price per cubic meter per LOT for all the timber on **Annexure A** pricing schedules.
- 7.7. The DFFE reserves the right to negotiate prices with a recommended service provider (s) identified in the evaluation process if the prices are not market-related without offering the same opportunity to any other bidders who have not been recommended.
- 7.8. 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 to every bidder who responded to the bid. In terms of procedural fairness, the bidder will be allowed to respond, in writing, to the terms and conditions of the bid and the bid price. Such acceptance of the terms and conditions of the 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.
- 7.9. The Service Providers are free to apply for any plantation where they have the capacity and capability to deliver. In case a bidder intends to bid for more than one (1) plantation, the bidder must submit one master bid document, however, the project plan methodology and empowerment plan for each plantation should be indicated and submitted per plantation bidding, and the **Annexure (s) A - Pricing schedule** fully completed for each plantation.
- 7.10. Bidder(s) must tick the relevant box **YES/ NO** below to indicate the plantation tendered for.

PLANTATIONS	BIDDER PARTICIPATING	
	YES	NO
Luvhola/Moddervlei Estate Plantation		
Phiphidi Estate Plantation		
Voorspoed Estate Plantation		

## 8. INFORMATION SESSION

8.1. Is the briefing session applicable?

YES

8.2. Is it a compulsory briefing session?

YES

8.3. The site briefing session will be held as follows:

- 21 January 2025: Phiphidi plantation, GPS Location:: 22°56'59"S 30°23'53"E). Time: 09h00
- 22 January 2025: Luvhola plantation, GPS Location: 23°11'17"S 30°02'14"E), Time: 09h00
- 23 January 2025: Voorspoed plantation, (GPS Location:: 23°22'27"S 30°04'31"E). Time: 09h00

8.4. Bidders who fail to attend a compulsory briefing session will be disqualified during evaluation.

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

## 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 requirements
- Phase 3: Functional Evaluation Criteria
- Phase 4: Price and Specific Goals

### 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
8	In case of bids where Consortia / Joint Ventures (JV), 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 REQUIREMENT

9.3.1. The mandatory requirements will apply and bidders must submit all requirements indicated hereunder with the bid documents at the closing date and time of the bid. During this evaluation phase, the bidder's responses will be evaluated based on the documents submitted under mandatory requirements.

9.3.2. Bidders who fail to comply or meet mandatory requirements will be disqualified and will not be evaluated further.

9.3.3. Bidders are required to complete a table below by answering **YES or NO** and attach proof of the document listed in the table below:

ITEM NO.	REQUIREMENT (S)	COMPLY	
		YES	NO
1	Bidders must submit certified copies of timber transport truck/s' valid registration certificate(s) as proof of ownership.  If the bidder doesn't own timber transport truck/s, a signed letter of commitment to enter into a lease agreement must be submitted.		

ITEM NO.	REQUIREMENT (S)	COMPLY	
		YES	NO
2	Bidders must submit certified copies of tractor/s and trailer/s or forwarder/s valid registration certificate(s) as proof of ownership. If the bidder doesn't own tractor/s and trailer/s or forwarder/s, a signed letter of commitment to enter into a lease agreement must be submitted.		
3	Bidders must submit certified copies of Three-wheeled-loader/s or Front-end-loader/s valid registration certificate(s) as proof of ownership. If the bidder doesn't own Three-wheeled-loader/s or Front-end-loader/s, a signed letter of commitment to enter into a lease agreement must be submitted.		
4	Bidders must submit certified copies of cable-skidder/s valid registration certificate(s) as proof of ownership. If the bidder doesn't own Cable skidder/s, a signed letter of commitment to enter into a lease agreement must be submitted.		

#### 9.4. PHASE 3: FUNCTIONALITY EVALUATION METHOD

Evaluation Method 1 – Luvhola/Moddervlei Plantation.

Evaluation Method 2 – Phiphidi Plantation.

Evaluation Method 3 – Voorspoed Estate Plantation

**NB:** In case a service provider is interested in bidding for more than one plantation, the service providers will be evaluated per plantation and must note the following:

- The company reference letters submitted by the bidder will apply to all plantations the bidder is bidding for. However;
- Various proposed project plans with methodology and comprehensive empowerment plans submitted by the bidder will be evaluated per plantation (s) bidding for. Therefore, bidders are expected to submit a project plan and methodology and a comprehensive empowerment plan per plantation bidding.
- The financial capability of the bidders will be evaluated per plantation. Bidders should take into consideration that submitted 'evidence (signed on institution's letterhead) of a bank or other financial institutions credit rating, working capital or access to debt' will be considered per plantation(s) the bidder is bidding for.



Therefore, it is the responsibility of the bidder to ensure that credit rating, working capital or access to debt indicated on the submitted evidence (signed on the institution's letterhead) of a bank or other financial institution credit rating, working capital or access to debt is enough for a bidder to be allocated scores during evaluation for plantation (s) bidding for.

- The bidder must tick the plantation (s) bidding for and indicate credit rating, working capital or access to debt per plantation in the table below. During the evaluation process, DFFE will use credit rating, working capital or access to debt allocated by a bidder per plantation in the table below. **The total allocated credit rating, working capital or access to debt in the table below should not exceed the total credit rating, working capital or access to debt reflecting on the submitted evidence (signed on the institution's letterhead) of a bank or other financial institutions credit rating, working capital or access to debt)**
- The bidder must indicate the plantation of their preference in order of priority.

#	Plantations	Estimated Volume (m3)	Responded participating (Yes/No)	Ranking of plantations according to preference of the bidder	Bank or other Financial Institutions Credit Rating, working capital or access to debt)
1	Luvhola/Moddervlei	11128 m3			
2	Phiphidi	17305 m3			
3	Voorspoed Estate	13762m3			

#### 9.4.1. PHASE 2: FUNCTIONALITY CRITERIA: EVALUATION METHOD 1: LUVHOLA/MODDERVLEI PLANTATION

9.4.1.1. Only bid proposals that meet pre-compliance requirements will be evaluated on functionality criteria.

9.4.1.2. The bidder must score a minimum of **75%** during Phase 2 (functionality) of the evaluation to qualify for Phase 3 of the evaluation, where only points for price and preference points will be considered.

9.4.1.3. The following values/ indicators will be applicable when evaluating functionality.

GUIDELINES FOR CATEGORY CRITERIA	FUNCTIONALITY		
The proposed project plan, methodology and management of the project in forestry clear-felling operations and transportation.	Bidders are required to provide a detailed project plan with methodology, time frames, and management of the project in line with forestry clear-felling operations and transportation in Luvhola/Moddervlei plantation.		
	A clear project plan, methodology and project management in the field of forestry clear-felling operations and transportation.	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	
The company experience, track record and knowledge in the field of forestry clear-felling operations and transportation of commercial forestry timber which the company has acquired over the years.	Bidders are required to demonstrate relevant experience and competency of the company for all successfully completed projects in forestry clear-felling operations and transportation of commercial forestry timber which the company has acquired over the years. Bidder(s) should submit full details of reliable signed positive references letters from client on successfully completed projects indicating the type of projects, size, duration of the project, project value, client satisfaction etc.) for projects in the field of forestry clear-felling operations and transportation of commercial forestry timber which the Company has acquired over the years.		
	Company experience in forestry clear-felling operations, and transportation of commercial forestry timber which the Company had acquired over the years.	Indicator	20
	5 successfully completed projects with 5 duly signed positive reference letters	5	

GUIDELINES FOR CATEGORY CRITERIA	FUNCTIONALITY		
	4 successfully completed projects with 4 duly signed positive reference letters	4	
	3 successfully completed projects with 3 duly signed positive reference letters	3	
	2 successfully completed projects with 2 duly signed positive reference letters	2	
	1 successfully completed project with 1 duly signed positive reference letter	1	
	No signed positive reference letters	0	
Financial Capability of the company (as an individual company or combined as a Joint Venture) to undertake clear-felling operations and transportation of timber.	Evidence of bidders overall financial capacity to the required working capital or including ability to raise/ access adequate financing to successfully complete the project within the stipulated time frame of twelve (12) months.		
	Bidders will be required to submit evidence (signed on institution’s letterhead) of a Bank or other Financial Institutions Credit Rating, working capital or access to debt)	Indicator	Weight
	Working capital or access to debt of at least of R5m (as an individual company or combined as a Joint Venture) and a Bank Credit Rating by a South African-based financial services group	5	40
	Working capital or access to debt of at least of R4m (as an individual company or combined as a Joint Venture) and a Bank Credit Rating by a South African-based financial services group	4	
	Working capital or access to debt of at least of R3m (as an individual company or combined as a Joint Venture) and a Bank Credit Rating by a South African-based financial services group	3	
	Working capital or access to debt of at least of R2m (as an individual company or combined as a Joint	2	

GUIDELINES FOR CATEGORY CRITERIA	FUNCTIONALITY		
	Venture) and a Bank Credit Rating by a South African-based financial services group		
	Working capital or access to debt of less than R2m (as an individual company or combined as a Joint Venture) and a Bank Credit Rating by a South African-based financial services group	1	
	Non-compliant or no evidence provided	0	
Comprehensive Empowerment Plan	The bidders must provide the detailed empowerment plan that includes job creation, partnership and use of local contractors from communities near the plantations to improve the economic and social benefit throughout the project		
	Demonstrate how the project will benefit the local community and/or community-based organisations (Empowerment plan must include number of jobs to be created and number of local contractors to be hired from communities next to the plantations)	Indicator	Weight
	The Empowerment Plan demonstrates a good understanding of forestry clear-felling operations and transportation of timber that fully incorporates job creation, partnership and use of local contractors from communities near the plantations	5	20
	The Empowerment Plan demonstrates a basic understanding of forestry clear-felling operations and transportation of timber that fully incorporates job creation, partnership and use of local contractors from communities near the plantations	4	
	The Empowerment Plan demonstrates average understanding of forestry clear-felling operations and transportation of timber that fully incorporates job creation, partnership and use of local contractors from communities near the plantations	3	

GUIDELINES FOR CATEGORY CRITERIA	FUNCTIONALITY		
	The Empowerment Plan demonstrates a poor understand of forestry clear-felling operations and transportation of timber that fully incorporates job creation, partnership and use of local contractors from communities near the plantations	2	
	The Empowerment Plan demonstrates a lack understand of forestry clear-felling operations and transportation of timber that fully incorporates job creation, partnership and use of local contractors from communities near the plantations	1	
	No Submission	0	
<b>TOTAL POINTS ON FUNCTIONALITY</b>			<b>100</b>

#### 9.4.2. PRICE AND PREFERENCE POINTS

9.4.2.1. The preference point system applicable for this bid is 80/20.

9.4.2.2. The following preference point system will be followed to advance the categories of persons:

a. For contracts with a Rand value up to R50 000 000, a maximum of 20 points may be allocated for specific goals as contemplated above, provided that the highest acceptable tender scores 80 points for price.

i. The applicable formula to be used is  $P_s = 80[1 - (P_t - P_{max})/P_{max}]$ . Provided:

$P_s$  = Points scored for the price of the tender under consideration.

$P_t$  = Price of tender under consideration; and

$P_{max}$  = Price of the highest 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) of Black people, Women, or people with disabilities

0 Points: for 50% and below ownership by stipulated categories of persons

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

tender requirements set out in the tender document. However, a contract may be awarded to a tenderer that did not score the highest points by section 2(1) of the PPPFA.

9.4.4. A maximum of 20 Points will be allocated for either of the specific goals.

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

9.4.5. For service providers to claim preference points, the following must be adhered to:

- a) Submit a complete and signed SBD 6.1,
- b) Submit a valid B-BBEE Status Level Verification Certificate issued by SANAS, Accredited Verification Agency, B-BBEE Certificate issued by CIPC, or a sworn affidavit commissioned by the Commissioner of Oaths together with their bids.
- c) Submit CSD Registration Report or 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.

## 9.5 PHASE 2: FUNCTIONALITY CRITERIA PRE-COMPLIANCE: EVALUATION METHOD 2: PHIPHIDI PLANTATION

9.5.1 Only bid proposals that meet pre-compliance requirements will be evaluated on functionality criteria.

9.5.2 The bidder must score a minimum of 75% during Phase 2 (functionality) of the evaluation to qualify for Phase 3 of the evaluation, where only points for price and preference points will be considered.

9.5.3 The following values/ indicators will be applicable when evaluating functionality

<b>GUIDELINES FOR CATEGORY CRITERIA</b>	<b>FUNCTIONALITY</b>		
<b>The proposed project plan, methodology and management of the project in forestry clear-felling operations and transportation.</b>	<b>Bidders are required to provide a detailed project plan with methodology, time frames, and management of the project in line with forestry clear-felling operations and transportation in Phiphidi plantation.</b>		
	<b>A clear project plan, methodology and project management in the field of</b>	<b>Indicator</b>	<b>Weight</b>

GUIDELINES FOR CATEGORY CRITERIA	FUNCTIONALITY		
	forestry clear-felling operations and transportation.		
	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	
The company experience, track record and knowledge in the field of forestry clear-felling operations and transportation of commercial forestry timber which the company has acquired over the years.	Bidder(s) are required to demonstrate relevant experience and competency of the company for all successfully completed projects in forestry harvesting operations and transportation of commercial forestry timber which the company has acquired over the years.		
	Bidder(s) should submit full details of reliable signed positive references letters from client on successfully completed projects indicating the type of projects, size, duration of the project, project value, client satisfaction etc.) for projects in the field of forestry clear-felling operations and transportation of commercial forestry timber which the Company has acquired over the years.		
	Company experience in forestry clear-felling operations, and transportation of commercial forestry timber which the Company had acquired over the years.	Indicator	20

GUIDELINES FOR CATEGORY CRITERIA	FUNCTIONALITY		
	5 successfully completed projects with 5 duly signed positive reference letters	5	
	4 successfully completed projects with 4 duly signed positive reference letters	4	
	3 successfully completed projects with 3 duly signed positive reference letters	3	
	2 successfully completed projects with 2 duly signed positive reference letters	2	
	1 successfully completed project with 1 duly signed positive reference letter	1	
	No signed positive reference letters	0	
Financial Capability of the company (as an individual company or combined as a Joint Venture) to undertake clear-felling operations and transportation of timber.	Evidence of bidders overall financial capacity to the required working capital or including ability to raise/ access adequate financing to successfully complete the project within the stipulated time frame of twelve (12) months.		
	(Bidders will be required to submit evidence (signed on institution's letter head) of a Bank or other Financial Institutions Credit Rating, working capital or access to debt)	Indicator	Weight
	Working capital or access to debt of at least of R6m (as an individual company or combined as a Joint Venture) and a Bank Credit Rating by a South African-based financial services group	5	40
	Working capital or access to debt of at least of R5m (as an individual company or combined as a Joint Venture) and a Bank Credit Rating by a South African-based financial services group	4	
	Working capital or access to debt of at least of R4m (as an individual company or	3	



GUIDELINES FOR CATEGORY CRITERIA	FUNCTIONALITY		
	combined as a Joint Venture) and a Bank Credit Rating by a South African-based financial services group		
	Working capital or access to debt of at least of R3m (as an individual company or combined as a Joint Venture) and a Bank Credit Rating by a South African-based financial services group	2	
	Working capital or access to debt of less than R3m (as an individual company or combined as a Joint Venture) and a Bank Credit Rating by a South African-based financial services group	1	
	Non-compliant or no evidence provided	0	
Comprehensive Empowerment Plan	The bidder(s) must provide the detailed empowerment plan that includes job creation, partnership and use of local contractors from communities near the plantations to improve the economic and social benefit throughout the project.		
	Demonstrate how the project will benefit the local community and/or community-based organisations (Empowerment plan must include number of jobs to be created and number of local contractors to be hired from communities next to the plantations)	Indicator	Weight
	The Empowerment Plan demonstrates a good understanding of forestry clear-felling operations and transportation of timber that fully incorporates job creation, partnership and use of local contractors from communities near the plantations	5	20

GUIDELINES FOR CATEGORY CRITERIA	FUNCTIONALITY		
	The Empowerment Plan demonstrates a basic understanding of forestry clear-felling operations and transportation of timber that fully incorporates job creation, partnership and use of local contractors from communities near the plantations	4	
	The Empowerment Plan demonstrates average understanding of forestry clear-felling operations and transportation of timber that fully incorporates job creation, partnership and use of local contractors from communities near the plantations	3	
	The Empowerment Plan demonstrates a poor understand of forestry clear-felling operations and transportation of timber that fully incorporates job creation, partnership and use of local contractors from communities near the plantations	2	
	The Empowerment Plan demonstrates a lack understand of forestry clear-felling operations and transportation of timber that fully incorporates job creation, partnership and use of local contractors from communities near the plantations	1	
	No Submission	0	
<b>TOTAL POINTS ON FUNCTIONALITY</b>			<b>100</b>

#### 9.6 PHASE 4: PRICE AND PREFERENCE POINTS

9.6.1 The preference point system applicable for this bid is 80/20.

9.6.2 The following preference point system will be followed to advance the categories of persons:

- a. For contracts with a Rand value up to R50 000 000, a maximum of 20 points may be allocated for specific goals as contemplated above, provided that the highest acceptable tender scores 80 points for price.
- i. The applicable formula to be used is  $Ps=80[1-(Pt)/Pmax]$ . Provided:
    - Ps = Points scored for the price of the tender under consideration.
    - Pt = Price of tender under consideration; and
    - Pmax = Price of the highest applicable tender.
  - ii. A total of 20 points may be awarded to a tenderer as follows:
    - 20 Points: if the Bidder has more than 50% (fifty percent) of Black people, Women, or people with disabilities
    - 0 Points: for 50% and below ownership by stipulated categories of persons

The bid will be awarded to a bidder with the highest points on price and Preference Points on condition that they have met all phases of the evaluation criteria and complied with the tender requirements set out in the tender document. However, a contract may be awarded to a tenderer that did not score the highest points by section 2(1) of the PPPFA.

A maximum of 20 Points will be allocated for either of the specific goals.

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

For service providers to claim preference points, the following must be adhered to:

- a) Submit a complete and signed SBD 6.1,
- b) Submit a valid B-BBEE Status Level Verification Certificate issued by SANAS, Accredited Verification Agency, B-BBEE Certificate issued by CIPC, or a sworn affidavit commissioned by the Commissioner of Oaths together with their bids.
- c) Submit CSD Registration Report or 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.

## 9.7. PHASE 2: FUNCTIONALITY CRITERIA EVALUATION METHOD 3: VOORSPOED ESTATE PLANTATION

9.7.1 Only bid proposals that meet pre-compliance requirements will be evaluated on functionality criteria.

9.7.2 The bidder must score a minimum of **75%** during Phase 2 (functionality) of the evaluation to qualify for Phase 3 of the evaluation, where only points for price and preference points will be considered.

9.7.3 The following values/ indicators will be applicable when evaluating functionality

GUIDELINES FOR CATEGORY CRITERIA	FUNCTIONALITY		
The proposed project plan, methodology and management of the project in forestry clear-felling operations and transportation.	Bidders are required to provide a detailed project plan with methodology, time frames, and management of the project in line with forestry clear-felling operations and transportation in Voorspoed plantation.		
	A clear project plan, methodology and project management in the field of forestry clear-felling operations and transportation.	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	
The company experience, track record and knowledge in the field of forestry clear-felling operations and transportation of commercial forestry	Bidder(s) are required to demonstrate relevant experience and competency of the company for all successfully completed projects in forestry clear-felling operations and transportation of commercial forestry timber which the company has acquired over the years.		
	Bidder(s) should submit full details of reliable signed positive references letters from clients on successfully completed projects indicating the type of projects, size, duration of the project, project value, client satisfaction etc.) for projects in the field of forestry clear-felling operations and transportation of commercial forestry timber which the Company has acquired over the years.		

GUIDELINES FOR CATEGORY CRITERIA	FUNCTIONALITY		
timber which the company has acquired over the years.	Company experience in forestry clear-felling operations, and transportation of commercial forestry timber which the Company had acquired over the years.	Indicator	20
	5 successfully completed projects with 5 duly signed positive reference letters	5	
	4 successfully completed projects with 4 duly signed positive reference letters	4	
	3 successfully completed projects with 3 duly signed positive reference letters	3	
	2 successfully completed projects with 2 duly signed positive reference letters	2	
	1 successfully completed project with 1 duly signed positive reference letter	1	
	No signed positive reference letters	0	
Financial Capability of the company (as an individual company or combined as a Joint Venture) to undertake clear-felling operations and transportation of timber.	Evidence of bidders overall financial capacity to the required working capital or including ability to raise/ access adequate financing to successfully complete the project within the stipulated time frame of twelve (12) months.		
	(Bidders will be required to submit evidence (signed on institution’s letter head) of a Bank or other Financial Institutions Credit Rating, working capital or access to debt)	Indicator	Weight
	Working capital or access to debt of at least of R5m (as an individual company or combined as a Joint Venture) and a Bank Credit Rating by a South African-based financial services group	5	40
	Working capital or access to debt of at least of R4m (as an individual company or combined as a Joint Venture) and a Bank Credit Rating by a South African-based financial services group	4	

GUIDELINES FOR CATEGORY CRITERIA	FUNCTIONALITY		
	Working capital or access to debt of at least of R3m (as an individual company or combined as a Joint Venture) and a Bank Credit Rating by a South African-based financial services group	3	
	Working capital or access to debt of at least of R2m (as an individual company or combined as a Joint Venture) and a Bank Credit Rating by a South African-based financial services group	2	
	Working capital or access to debt of less than R2m (as an individual company or combined as a Joint Venture) and a Bank Credit Rating by a South African-based financial services group	1	
	Non-compliant or no evidence provided	0	
Comprehensive Empowerment Plan	The bidder(s) must provide the detailed empowerment plan that includes job creation, partnership and use of local contractors from communities near the plantations to improve the economic and social benefit throughout the project.		
	Demonstrate how the project will benefit the local community and/or community-based organisations(Empowerment plan must include number of jobs to be created and number of local contractors to be hired from communities next to the plantations)	Indicator	Weight
	The Empowerment Plan demonstrates a good understanding of forestry clear-felling operations and transportation of timber that fully incorporates job creation, partnership and use of local contractors from communities near the plantations	5	20
	The Empowerment Plan demonstrates a basic understanding of forestry clear-felling operations and transportation of timber that fully incorporates job	4	

GUIDELINES FOR CATEGORY CRITERIA	FUNCTIONALITY		
	creation, partnership and use of local contractors from communities near the plantations		
	The Empowerment Plan demonstrates average understanding of forestry clear-felling operations and transportation of timber that fully incorporates job creation, partnership and use of local contractors from communities near the plantations	3	
	The Empowerment Plan demonstrates a poor understand of forestry clear-felling operations and transportation of timber that fully incorporates job creation, partnership and use of local contractors from communities near the plantations	2	
	The Empowerment Plan demonstrates a lack understand of forestry clear-felling operations and transportation of timber that fully incorporates job creation, partnership and use of local contractors from communities near the plantations	1	
	No Submission	0	
<b>TOTAL POINTS ON FUNCTIONALITY</b>			<b>100</b>

## 9.8. PHASE 3: PRICE AND PREFERENCE POINTS

9.8.1 The preference point system applicable for this bid is 80/20.

9.8.2 The following preference point system will be followed to advance the categories of persons:

- a. For contracts with a Rand value up to R50 000 000, a maximum of 20 points may be allocated for specific goals as contemplated above, provided that the highest acceptable tender scores 80 points for price.
  - i. The applicable formula to be used is  $P_s = 80[1 - (P_t - P_{max})/P_{max}]$ . Provided:
    - $P_s$  = Points scored for the price of the tender under consideration.
    - $P_t$  = Price of tender under consideration; and
    - $P_{max}$  = Price of the highest applicable tender.

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

20 Points: if the Bidder has more than 50% (fifty percent) of Black people, Women, or people with disabilities

0 Points: for 50% and below ownership by stipulated categories of persons

- b) The bid will be awarded to a bidder with the highest points on price and Preference Points on condition that they have met all phases of the evaluation criteria and complied with the tender requirements set out in the tender document. However, a contract may be awarded to a tenderer that did not score the highest points by section 2(1) of the PPPFA.

A maximum of 20 Points will be allocated for either of the specific goals.

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

For service providers to claim preference points, the following must be adhered to:

- c) Submit a complete and signed SBD 6.1,
- d) Submit a valid B-BBEE Status Level Verification Certificate issued by SANAS, Accredited Verification Agency, B-BBEE Certificate issued by CIPC, or a sworn affidavit commissioned by the Commissioner of Oaths together with their bids.
- e) 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 must ensure that the following submission requirements, which will be needed for evaluation purposes, are included in their bid proposal and are as follows:

- 10.1.1. The service providers must draft a table of contents that will indicate where each document is in the proposal.
- 10.1.2. Project reference specifying the role played by the service provider in the listed projects or assignments.
- 10.1.3. A detailed project plan with a clear indication of who will be responsible for the management of the assignment as well as its execution. The allocation of team members on the assignments must be based on the experience in delivering the scope of work as listed.
- 10.1.4. Standard bidding documents (SBD1, 3.1, 4, and 6.1).



10.1.5. Copy of Central Supplier Database (CSD) report or tax pin certificate from SARS.

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

## **11. LEGISLATIVE FRAMEWORK OF THE BID**

### **11.1 Tax Legislation**

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

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

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

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

### **11.2. Procurement Legislation**

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

11.2.2. Bidders are requested to submit a valid B-BBEE Status Level Verification Certificate issued by SANAS Accredited Verification Agency, or B-BBEE Certificate issued by CIPC, or a Sworn Affidavit commissioned by Commissioner of Oaths together with their bids. The affidavit must be signed by the deponent (Bidder) in the presence of a Commissioner of Oaths, where the Commissioner of Oaths must affix his/her signature, together with the stamp of the office, and affix a date on which the signature was affixed. Furthermore, the dates of the deponent and the CoO must correspond.

11.2.3. If the application is made by a Joint Venture or Partnership, the accreditation credentials in the name of joined entities must 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 and will treat the personal information which comes to its knowledge as confidential and will not disclose it unless so required by law or subject to the exception contained in the POPIA.
- 11.3.4. DFFE reserves all the rights afforded to it by the POPIA in the processing of any of its information as contained in this bid, and the bidder/respondent is required to comply with all prescripts as detailed in the POPIA relating to all information concerning DFFE.
- 11.3.5. In responding to this bid, DFFE acknowledges that it will obtain and have access to the personal information of the bidder/ respondent. DFFE agrees that it shall only process the information disclosed by the bidder/ respondent in their response to this bid for evaluation and subsequent award of the tender and by any applicable law.

## **12 SPECIAL CONDITIONS OF THE CONTRACT**

- 12.1. The Service Providers must submit a project plan /pre-harvesting plan, which will be approved by DFFE prior to the actual work starts. The project plan must include clear timeframes, deliverables, and schedules for the monthly meeting on the progress of the project.
- 12.2. Monthly field visits will be conducted by the DFFE Project Manager and the Service Providers to ensure that day-to-day activities are performed accordingly. Upon completion of the project, it is expected that the Service Providers will conduct site visits with DFFE officials, which will assist in the development and submission of the final report.
- 12.3. The Service Providers must have monthly reporting meetings with the DFFE Project Manager on the progress of the project and submit monthly progress reports to the DFFE.
- 12.4. On appointment, the performance measures for the delivery of the agreed services will be closely monitored by the DFFE Project Manager.
- 12.5. The Service Providers will submit quarterly progress reports, as per the agreed work plan, to the Project manager within 4 days after the set date.
- 12.6. On the award, the recommended bidders will be required to submit the letter of intent (insurance), public liability or professional indemnity. The required cover will be discussed as part of the conditions of the contract.
- 12.7. The Service Providers are expected to comply with Compensation for Occupational Injuries and Diseases Act (COIDA) requirements.

- 12.8. The appointed service providers will be subjected to security vetting and screening.
- 12.9. All the conditions specified in the **General Conditions of Contract (GCC)** will apply, and where the conditions in the special conditions of the contract contradict the conditions in the general conditions of the contract, the special conditions of the contract will prevail.
- 12.10. The service providers shall notify the Department in writing of all subcontracts awarded under this contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the service providers from any liability or obligation under the contract.
- 12.11. Letter of Authority to sign documents on behalf of the company.
- 12.12. The proposals should be submitted with all required information containing technical information.
- 12.13. The Service providers are requested to submit any of the following documents as proof of B-BBEE Status level of contributor:
- a) B-BBEE status level Certificate issued by a Verification Agency accredited by SANAS.
  - b) A Sworn Affidavit as prescribed by the B-BBEE Codes of Good Practice and
  - c) B-BBEE certificate issued by the Companies and Intellectual Property Commission.
  - d) SBD 6.1 must also be duly completed, signed, and submitted alongside the bid to claim preference points. Failure to do so will result in B-BBEE preference points being forfeited.
  - e) A trust, consortium, or joint venture will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits its B-BBEE status level certificate.
  - f) A trust, consortium, or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits its consolidated B-BBEE scorecard as if it were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate proposal.
  - g) If the application is made by a Joint Venture or Partnership, the accreditation credentials in the name of the joined entity should be submitted. Both members in the joint venture must meet the requirements of the proposal.
- 12.17. Poor or non-performance by the Service providers will result in the cancellation of the contract.
- 12.18. Please take note that DFFE is not bound to select any of the firms submitting proposals.
- 12.19. The DFFE reserves the right not to award any of the bids and not to award the contract to the highest bidding price.
- 12.20. The DFFE will not be held responsible for any costs incurred by the service providers in the preparation, presentation, and submission of the proposal.
- 12.21. Bidders may tender for one or more lots. However, the Department of Forestry, Fisheries and the Environment reserves the right to limit the number of lots allocated to a single tenderer.

- 12.22. In relation to job creation, partnership and use of local contractors from communities near the plantations, the appointed service providers will be required to submit a letter of commitment to the Department.
- 12.23. Bidders will be expected to comply with UIF requirements.
- 12.24. DFE reserves the right to reject proposals that are not submitted in the prescribed format or where information presented is illegible or incomplete and will not be evaluated further
- 12.25. DFFE reserves the right to request such information during the evaluation process of the proposal and the information must be presented within the DFFE stipulated timelines. Failure to do so may lead to disqualification
- 12.26. A trust, consortium, or joint venture will qualify for Preference Points if their average combined ownership is more than 50% (fifty percent) of ownership on specific goals (e.g., two or more companies claiming preference points, Ownership/ Directorship will be combined and divided by the number of companies to ascertain the preference points).
- 12.27. DFFE reserves the right to request additional information to validate any information submitted by bidders including preference points claimed.
- 12.28. If the DFFE is of the view that a Bidder submitted false information regarding a Specific Goal, the DFFE must inform the Bidder accordingly and allow the Bidder to make representations within 14 (fourteen) days as to why: -
- 12.28.1. the Tender may not be disqualified, or,
- 12.28.2. if the Tender has already been awarded to the Bidder, why the contract should not be terminated.
- 12.29. 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 and if applicable, claim damages from the Bidder.

### **13. PAYMENT TERMS**

- 13.1. The successful bidder(s) will be required to arrange with the Department to work on a cash advance basis. **The successful bidder(s) shall deposit with the Seller a cash deposit to the value of an amount not less than 20% of the total estimated value of the offered quantity of timber.** No delivery of timber will be made before any cash deposit has been paid and where there is an outstanding balance in the advance payment register. Advance payment should always remain, having enough funds for at least two truckloads. **NO NEGATIVE BALANCE WILL BE ACCEPTED.**

## 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](mailto:Tenders@dfre.gov.za).

15. ANNEXURE A1 -- PRICING SCHEDULE: LUVHOLA/MODDERVLEI ESTATE PLANTATION

NAME OF THE BIDDER.....

Lot number	Plantation	Compartment number	Total estimated volume(m3)	Price per m3 in Rands (Excl Vat)	Total amount per Lot in rands (Excl Vat)
Lot 1	Luvhola	L32	850	R .....	R .....
Lot 2	Luvhola	L33	516	R .....	R .....
Lot 3	Luvhola	L34	189	R .....	R .....
	Mulima	U7a	717	R .....	R .....
Lot 4	Mulima	U7b	492	R .....	R .....
Lot 5	Mulima	U12	714	R .....	R .....
Lot 6	Mulima	U4	2922	R .....	R .....
Lot 7	Mulima	U6C	205	R .....	R .....
	Mulima	U8A	660	R .....	R .....
	Mulima	U8B	198	R .....	R .....
Lot 6	Moddervlei	M9	2043	R .....	R .....
Lot 9	Moddervlei	M6	240	R .....	R .....
	Moddervlei	M7	320	R .....	R .....

Lot number	Plantation	Compartment number	Total estimated volume(m3)	Price per m3 in Rands (Excl Vat)	Total amount per Lot in rands (Excl Vat)
Lot 10	Moddervlei	M8	566	R .....	R .....
Lot 11	Mashau	S6b	118	R .....	R .....
	Mashau	S7a	378	R .....	R .....
<b>SUB TOTAL</b>					R .....
<b>VAT @ 15%</b>					R .....
<b>TOTAL OFFER</b>					R .....

16. ANNEXURE A2 – PRICING SCHEDULE – PHIPHIDI ESTATE PLANTATION

NAME OF THE BIDDER.....

Lot number	Plantation	Compartment number	Total estimated volume(m3)	Price per m3 in Rands (Excl Vat)	Total amount per Lot in rands (Excl Vat)
Lot 1	Phiphidi	P8b	527	R .....	R .....
Lot2	Phiphidi	P8a	312	R .....	R .....
Lot 3	Phiphidi	P10a	334	R .....	R .....
	Phiphidi	P12	131	R .....	R .....
Lot 4	Phiphidi	P13a	286	R .....	R .....
	Phiphidi	P14	159	R .....	R .....
Lot 5	Phiphidi	P15	643	R .....	R .....
Lot 6	Joubestroom	J5	1705	R .....	R .....
Lot 7	Joubestroom	J12	1514	R .....	R .....
Lot 8	Joubestroom	J14a	1871	R .....	R .....
Lot 9	Joubestroom	J14b	214	R .....	R .....
	Joubestroom	J20a	621	R .....	R .....
Lot 10	Joubestroom	J22	963	R .....	R .....
Lot 11	Gaba	G5	510	R .....	R .....



Lot number	Plantation	Compartment number	Total estimated volume(m3)	Price per m3 in Rands (Excl Vat)	Total amount per Lot in rands (Excl Vat)
Lot 12	Gaba	G3a	2629	R .....	R .....
Lot 13	Gaba	G2b	3036	R .....	R .....
	Gaba	G3b	186	R .....	R .....
Lot 14	Gaba	G4	1664	R .....	R .....
<b>SUB TOTAL</b>					R .....
<b>VAT @ 15%</b>					R .....
<b>TOTAL OFFER</b>					R .....

17 ANNEXURE A3 — PRICING SCHEDULE - VOORspoED ESTATE PLANTATION.

NAME OF THE BIDDER.....

Lot number	Plantation	Compartment number	Total estimated volume(m3)	Price per m3 in Rands (Excl Vat)	Total amount per Lot in rands (Excl Vat)
Lot 1	Voorspoed	A1	2419	R .....	R .....
Lot 2	Voorspoed	A4	886	R .....	R .....
Lot 3	Voorspoed	A10	2729	R .....	R .....
Lot 4	Voorspoed	A34	164	R .....	R .....
	Voorspoed	A35	651	R .....	R .....
Lot 5	Voorspoed	A40	1591	R .....	R .....
Lot 6	Voorspoed	A80	2208	R .....	R .....
Lot 7	Voorspoed	B5	3114	R .....	R .....
<b>SUB TOTAL</b>					R .....
<b>VAT @ 15%</b>					R .....
<b>TOTAL OFFER</b>					R .....

# **THE NATIONAL TREASURY**

**Republic of South Africa**



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## **GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT**

**July 2010**

**GOVERNMENT PROCUREMENT**  
**GENERAL CONDITIONS OF CONTRACT**  
**July 2010**

**NOTES**

The purpose of this document is to:

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

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

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

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## **General Conditions of Contract**

### **1. Definitions**

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

RSA.

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

obligations of the supplier covered under the contract.

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

**2. Application**

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

**3. General**

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

**4. Standards**

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

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

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

**6. Patent rights**

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



**7. Performance security**

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

**8. Inspections, tests and analyses**

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

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

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

## **9. Packing**

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

## **10. Delivery and documents**

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

## **11. Insurance**

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

## **12. Transportation**

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

## **13. Incidental services**

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

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

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

#### **14. Spare parts**

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

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

#### **15. Warranty**

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

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

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

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

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

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

**16. Payment**

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

**17. Prices**

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

**18. Contract amendments**

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

**19. Assignment**

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

**20. Subcontracts**

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

**21. Delays in the supplier's performance**

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

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

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

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

## **22. Penalties**

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

## **23. Termination for default**

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

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

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

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

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

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

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

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

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

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

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

#### **24. Anti-dumping and countervailing duties and rights**

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

may be due to him

**25. Force Majeure**

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

**26. Termination for insolvency**

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

**27. Settlement of Disputes**

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

**28. Limitation of liability**

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

	(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
<b>29. Governing language</b>	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.
<b>30. Applicable law</b>	30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
<b>31. Notices</b>	<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>
<b>32. Taxes and duties</b>	<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>
<b>33. National Industrial Participation Programme (NIP)</b>	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.
<b>34 Prohibition of Restrictive practices</b>	<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**

[illegible]

**NB: All relevant fields must be completed**