

## REQUEST FOR PROPOSAL

<b>RFB NUMBER:</b>	RFB018/2023
<b>DESCRIPTION:</b>	PROVISION OF SILVICULTURE SERVICES AT MSUNDUZI PLANTATION FOR TWO (2) YEARS
<b>PUBLICATION DATE:</b>	08 FEBRUARY 2024
<b>VALIDITY PERIOD:</b>	90 DAYS FROM THE CLOSING DATE
<b>CLOSING DATE:</b>	07 MARCH 2024
<b>CLOSING TIME:</b>	12H00
<b>BRIEFING SESSION</b>	<p>COMPULSORY BRIEFING SESSION WILL BE HELD ON MICROSOFT TEAMS AS PER BELOW LINK</p> <p><a href="#">Click here to join the meeting</a></p> <p>DATE: 20 FEBRUARY 2024 TIME: 11H00 - 12H30</p> <p><b>FAILER TO ATTEND THE SESSION WILL LEAD TO DISQUALIFICATION</b></p>
<b>BID RESPONSES MUST BE HAND DELIVERED / COURIERED TO:</b>	<p>SAFCOL PRETORIA OFFICE MERCEDES BENZ BUILDING, 4th FLOOR (Reception) 210 ARAMIST AVENUE MENLYN MAINE, PRETORIA 0181</p>
<b>PRICE OF BID DOCUMENT</b>	NO CHARGE
<b>SCM INQUIRIES:</b> For all bidding related enquiries	E-mail: <a href="mailto:tenders@safcol.co.za">tenders@safcol.co.za</a>
<b>NAME OF BIDDER:</b>	
<b>TOTAL BID AMOUNT (Including VAT): R</b>	

**Bidders should ensure that bids are delivered on time to the correct address. If the bid is late, it shall not be accepted for consideration.**

The SAFCOL’s Bid Box is generally accessible 8 hours a day from 08h00 to 16h30; 5 days a week (Monday to Friday). Bidders must ensure that they **deposit their bids in the tender box situated next to the reception.**

**(Bidders must advise their couriers of the instruction above to avoid misplacement of bid responses)**

ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS – **(NOT TO BE RE-TYPED)**

THIS BID IS SUBJECT TO THE GENERAL CONDITIONS OF THE BID, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

<b>THE FOLLOWING PARTICULARS MUST BE FURNISHED (FAILURE TO DO SO MAY RESULT IN YOUR BID BEING DISQUALIFIED)</b>
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**BIDDING STRUCTURE**

<b>Indicate the type of Bidding structure by marking with an ‘X’:</b>	
Individual bidder	
Joint venture	
Consortium	
Using Subcontractors	
Other	

<b>If individual bidder, indicate the following:</b>	
Name of bidder	
Registration number	
VAT registration number	
PAYE number	
COIDA number	
UIF number	
Contact person	
Telephone number	
Fax number	
E-mail address	
Postal address	
Physical address	
<b>If Joint Venture, indicate the following: (To be completed for each JV)</b>	
Name of prime contractor	

<b>If Joint Venture, indicate the following: (To be completed for each JV)</b>	
Registration number	
VAT registration number	
PAYE number	
COIDA number	
UIF number	
Contact person	
Telephone number	
Fax number	
E-mail address	
Postal address	
Physical address	

<b>If Consortium, indicate the following: (To be completed for each Consortium member)</b>	
Name of Joint Venture/ Consortium member	
Registration number	
VAT registration number	
PAYE number	
COIDA number	
UIF number	
Contact person	
Telephone number	
Fax number	
E-mail address	
Postal address	
Physical address	

<b>If using subcontractors, indicate the following: (To be completed for each subcontractor)</b>	
Name of prime contractor	
Registration number	
VAT registration number	
PAYE number	
COIDA number	
UIF number	
Contact person	
Telephone number	
Fax number	

If using subcontractors, indicate the following: (To be completed for each subcontractor)	
E-mail address	
Postal address	
Physical address	

**Checklist of documents to be submitted:**

***Please tick in the relevant block below***

YES	NO	
<input type="checkbox"/>	<input type="checkbox"/>	Submit an Original bid document and a copy.
<input type="checkbox"/>	<input type="checkbox"/>	SBD 1: Invitation to Tender (with a signature of an authorized representative of the Tenderer)
<input type="checkbox"/>	<input type="checkbox"/>	Specifications, Conditions of tender and Undertakings by Tenderer (with a signature of an authorized representative of the Tenderer)
<input type="checkbox"/>	<input type="checkbox"/>	SBD 3.1 Pricing Schedule
<input type="checkbox"/>	<input type="checkbox"/>	SBD 4- Bidder's disclosure
<input type="checkbox"/>	<input type="checkbox"/>	SBD 6.1 Preference Point Claim Form in terms of the preferential procurement regulations 2022
<input type="checkbox"/>	<input type="checkbox"/>	Certified copies of your CIPC company registration documents listing all members with percentages, in case of a close corporation
<input type="checkbox"/>	<input type="checkbox"/>	Certified copies of latest share certificates, in case of a company.
<input type="checkbox"/>	<input type="checkbox"/>	A breakdown of how fees and work will be spread between members of the Tendering consortium.
<input type="checkbox"/>	<input type="checkbox"/>	Supporting documents to responses to Mandatory Criteria
<input type="checkbox"/>	<input type="checkbox"/>	General Conditions of Contract (GCC)
<input type="checkbox"/>	<input type="checkbox"/>	Supporting documents – Central Supplier Database Registration Summary Report

**PART A**  
**INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF SAFCOL				
BID NUMBER:	<b>RFB018/2023</b>	CLOSING DATE:	<b>06 MARCH 2024</b>	CLOSING TIME: <b>12:00</b>
DESCRIPTION	<b>PROVISION OF SILVICULTURE SERVICES AT MSUNDUZI PLANTATION FOR TWO (2) YEARS</b>			
<b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).</b>				

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)

<b>SAFCOL PRETORIA OFFICE</b>				
<b>MERCEDES BENZ BUILDING, 4th FLOOR (Reception)</b>				
<b>210 ARAMIST AVENUE</b>				
<b>MENLYN MAINE, PRETORIA</b>				
<b>0181</b>				
SUPPLIER INFORMATION				
NAME OF BIDDER				
POSTAL ADDRESS				
STREET ADDRESS				
TELEPHONE NUMBER	CODE		NUMBER	
CELLPHONE NUMBER				
FACSIMILE NUMBER	CODE		NUMBER	
E-MAIL ADDRESS				
VAT REGISTRATION NUMBER				

	TCS PIN:		<b>OR</b>	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes	<input type="checkbox"/> No	B-BBEE STATUS LEVEL SWORN AFFIDAVIT	<input type="checkbox"/> Yes	<input type="checkbox"/> No
IF YES, WHO WAS THE CERTIFICATE ISSUED BY?					
AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) AND NAME THE APPLICABLE IN THE TICK BOX	<input type="checkbox"/>	AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)			
	<input type="checkbox"/>	A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS)			
	<input type="checkbox"/>	A REGISTERED AUDITOR			

**RFB018/2023**– PROVISION OF SILVICULTURE SERVICES AT MSUNDUZI PLANTATION FOR TWO (2) YEARS

		NAME:	
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT (FOR EMEs&amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>			
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ANSWER PART B:3 BELOW]
SIGNATURE OF BIDDER		DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)			
TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE (ALL INCLUSIVE)	
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:</b>		<b>TECHNICAL INFORMATION MAY BE DIRECTED TO:</b>	
DEPARTMENT/ PUBLIC ENTITY	<b>SAFCOL</b>	CONTACT PERSON	N/A
CONTACT PERSON	<b>N/A</b>	TELEPHONE NUMBER	N/A
TELEPHONE NUMBER	<b>N/A</b>	FACSIMILE NUMBER	N/A
FACSIMILE NUMBER	<b>N/A</b>	E-MAIL ADDRESS	N/A
E-MAIL ADDRESS	<b>tenders@safcol.co.za</b>		

# SBD1

## PART B

### TERMS AND CONDITIONS FOR BIDDING

#### BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED– (NOT TO BE RE-TYPED) OR ONLINE
- 1.3. BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES). B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.
- 1.4. WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MAY NOT BE SUBMITTED WITH THE BID DOCUMENTATION. B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.
- 1.5. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER LEGISLATION OR SPECIAL CONDITIONS OF CONTRACT.

#### TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.
- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER.
- 2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

#### QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

- 3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?  YES  NO
  - 3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA?  YES  NO
  - 3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA?  YES  NO
  - 3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA?  YES  NO
- IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN, IT IS NOT A REQUIREMENT TO OBTAIN A TAX COMPLIANCE STATUS / TAX COMPLIANCE SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.**

**NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.**

## GENERAL INFORMATION

### 1 NON-EXPECTATION:

Notwithstanding anything stated in the Request for Proposals (“RFP”), in the advertisements published in respect of the RFP, any answers or clarification provided by the SAFCOL as part of the SCM process or otherwise:

- 1.1 The procurement of accommodation, goods or services will be at the SAFCOL’s sole and absolute discretion and the SAFCOL reserves the right, including without limitation: not to accept any proposal/bid and to cancel the RFP and this TOR, without awarding any contract; unilaterally to amend/supplement/split the specifications on the basis of which the RFP and this TOR is made, including but without limiting, the right to withdraw any part of the service requirement;
  - 1.1.1 to ask clarification of their proposals/bids from any one or more of the bidders;
  - 1.1.2 to conduct one or more inspections *in loco* at the venues and facilities offered; and
  - 1.1.3 to link any conditions, it deems appropriate to its acceptance of any bid.
- 1.2 the RFP, its advertisement or this TOR does not constitute an offer. The aforementioned documents intend only to provide enough information for the preparation and submission of comparable proposals by the bidders.
- 1.3 the lowest or any proposal/bid may not necessarily be accepted.
- 1.4 nothing in the RFP, this TOR or in the advertisements published in respect of the RFP or in the actions of the SAFCOL, the Head/Acting Head of the SAFCOL, the SAFCOL’s agents, members, officials or employees must be construed as creating any expectation, legitimate or otherwise, regarding matters dealt with in the RFP, the advert for the RFP or this TOR or any other matters.

### 2 CONDITIONS AND UNDERTAKINGS BY BIDDER BID

- 2.1 **The Bid forms should not be retyped or redrafted, but photocopies may be prepared and used.** However, only documents with the original signature in black ink shall be accepted. Additional offers against any item should be made on a photocopy of the page in question.
  - 2.1.1 Black ink should be used when completing Bid documents.
  - 2.1.2 Bidders should check the numbers of the pages to satisfy themselves that none is missing or duplicated. SAFCOL will accept NO liability in regard to anything arising from the fact that pages are missing or duplicated.
- 2.2 I/We hereby Bid to supply all or any of the supplies and/or to procure all or any of the services described in the attached documents to SAFCOL on the terms and conditions and in accordance with the specifications stipulated in the Bid documents (and which shall be taken as part of, and incorporated into, this Bid) at the prices inserted therein.
- 2.3 I/We agree that -
- 2.4 the offer herein shall remain binding upon me/us and open for acceptance by SAFCOL during the validity period indicated and calculated from the closing hour and date of the Bid;
- 2.5 the laws of the Republic of South Africa shall govern the contract created by the acceptance of



my/our Bid and that I/we choose domicilium citandi et executandi in the Republic as indicated below; and

**2.6 NB: BIDDERS TERMS AND CONDITIONS ARE NOT ACCEPTABLE.**

- 2.7 I/We furthermore confirm that I/we have satisfied myself/ourselves as to the correctness and validity of my/our Bid that the price(s) and rate(s) quoted cover all the work/item(s) specified in the Bid documents and that the price(s) and rate(s) cover all my/our obligations under a resulting contract and that I/we accept that any mistakes regarding price(s) and calculations will be at my/our risk.
- 2.8 I/We hereby accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me/us under this Bid as the Principal(s) liable for the due fulfilment of this contract.

<b>Signature(s) of Bidder or assignee(s)</b>	<b>Date</b>
<b>Name of signing person (in block letters)</b>	
<b>Capacity</b>	
<b>Are you duly authorized to sign this bid?</b>	
<b>Name of Bidder [company name] (in block letters)</b>	
<b>Postal address (in block letters) Domicilium citandi et executandi in the RSA (full street address of this place) (in block letters)</b>	
<b>Telephone Number</b>	<b>FAX Number:</b>
<b>Cell Number</b>	<b>E-mail Address:</b>

**Confidentiality**

- 2.9 The information contained in this document is of a confidential nature and must only be used for purposes of responding to this RFP. This confidentiality clause extends to bidder, partners and/or implementation agents, whom the Bidder may decide to involve in preparing a response to this RFP.
- 2.10 For purposes of this process, the term “Confidential Information” shall include all technical and business information, including, without limiting the generality of the foregoing, all secret knowledge and information (including any and all financial, commercial, market, technical, functional and scientific information, and information relating to a party’s strategic objectives and planning and its past, present and future research and development), technical, functional

and scientific requirements and specifications, data concerning business relationships, demonstrations, processes, machinery, know how, architectural information, information contained in a party's software and associated material and documentation, plans, designs and drawings and all material of whatever description, whether subject to or protected by copyright, patent or trademark, registered or un-registered, or otherwise disclosed or communicated before or after the date of this process.

- 2.11 The receiving party shall not, during the period of validity of this process, or at any time, thereafter, use or disclose, directly or indirectly, the confidential information of SAFCOL (even if received before the date of this process) to any person whether in the employment of the receiving party or not, who does not take part in the performance of this process.
- 2.12 The receiving party shall take all such steps as may be reasonably necessary to prevent SAFCOL's confidential information coming into the possession of unauthorized third parties. In protecting the receiving party's confidential information, SAFCOL shall use the same degree of care, which does not amount to less than a reasonable degree of care, to prevent the unauthorized use or disclosure of the confidential information as the receiving party uses to protect its own confidential information.
- 2.13 Any documentation, software or records relating to confidential information of SAFCOL, which comes into the possession of the receiving party during the period of validity of this process or at any time thereafter or which has so come into its possession before the period of validity of this process shall:
  - 2.13.1 be deemed to form part of the confidential information of SAFCOL;
  - 2.13.2 be deemed to be the property of SAFCOL;
  - 2.13.3 not be copied, reproduced, published or circulated by the receiving party unless and to the extent that such copying is necessary for the performance of this process and all other processes as contemplated in; and
  - 2.13.4 be surrendered to SAFCOL on demand, and in any event on the termination of the investigations and negotiations, and the receiving party shall not retain any extracts.

### **3 News and press releases**

- 3.1 Bidders or their agents shall not make any news releases concerning this RFP or the awarding of the same or any resulting agreement(s) without the consent of, and then only in co-ordination with, SAFCOL and its Client.

### **4 Precedence of documents**

- 4.1 This RFP consists of a number of sections. Where there is a contradiction in terms between the clauses, phrases, words, stipulations or terms and herein referred to generally as stipulations in this RFP and the stipulations in any other document attached hereto, or the RFP submitted hereto, the relevant stipulations in this RFP shall take precedence.
- 4.2 Where this RFP is silent on any matter, the relevant stipulations addressing such matter, and which appear in the PPPFA shall take precedence. Bidders shall refrain from incorporating any additional stipulations in its proposal submitted in terms hereof other than in the form of a clearly marked recommendation that SAFCOL may in its sole discretion elect to import or to ignore. Any such inclusion shall not be used for any purpose of interpretation unless it has been so imported or acknowledged by SAFCOL.

- 4.3 It is acknowledged that all stipulations in the PPPFA are not equally applicable to all matters addressed in this RFP. It, however, remains the exclusive domain and election of SAFCOL as to which of these stipulations are applicable and to what extent. Bidders are hereby acknowledging that the decision of SAFCOL in this regard is final and binding. The onus to enquire and obtain clarity in this regard rests with the Bidder(s). The Bidder(s) shall take care to restrict its enquiries in this regard to the most reasonable interpretations required to ensure the necessary consensus.

## **5 Preferential procurement reform**

- 5.1 SAFCOL supports B-BBEE as an essential ingredient of its business. In accordance with government policy, SAFCOL insists that the private sector demonstrates its commitment and track record to B-BBEE in the areas of ownership (shareholding), skills transfer, employment equity and procurement practices (SMME Development) etc.
- 5.2 SAFCOL shall apply the principles of the Preferential Procurement Policy Framework Act, (Act No. 5 of 2000) to this proposal read together with the Preferential Regulations, 2017.

## **6 National Industrial Participation Programme**

- 6.1 The National Industrial Participation policy, which was endorsed by Cabinet on 30 April 1997, is applicable to contracts that have an imported content. The NIP is obligatory and therefore must be complied with. Bidders are required to sign and submit the Standard Bidding Document (SBD5 is not applicable for this bid.).

## **7 Language**

- 7.1 Bids shall be submitted in English.

## **8 Gender**

- 8.1 Any word implying any gender shall be interpreted to imply all other genders.

## **9 Headings**

- 9.1 Headings are incorporated into this proposal and submitted in response thereto, for ease of reference only and shall not form part thereof for any purpose of interpretation or for any other purpose.

## **10 Security clearances**

- 10.1 Employees and subcontractors of the successful bidder may be required to be in possession of valid security clearances to the level determined by the SSA and/or SAFCOL commensurate with the nature of the project activities they are involved in. The cost of obtaining suitable clearances is for the account of the bidders. The bidders shall supply and maintain a list of personnel involved on the project indicating their clearance status.
- 10.2 Employees and subcontractors of the successful bidder will be required to sign a non-disclosure agreement.

## **11 Occupational Injuries and Diseases Act 13 of 1993**

The Bidder warrants that all its employees (including the employees of any sub-contractor that may be appointed) are covered in terms of the Compensation for Occupational Injuries and Diseases Act 13 of 1993 and that the cover shall remain in force for the duration of the

adjudication of this bid and/ or subsequent agreement. SAFCOL reserves the right to request the Bidder to submit documentary proof of the Bidder's registration and "good standing" with the Compensation Fund, or similar proof acceptable to SAFCOL.

## **12 Formal contract**

12.1 This RFP, all the appended documentation and the proposal in response thereto read together, form the basis for a formal contract to be negotiated and finalized between SAFCOL and/or its clients and the enterprise(s) to whom SAFCOL awards the bid in whole or in part.

12.2 Any offer and/or acceptance entered verbally between SAFCOL and any vendor, such offer shall not constitute a contract and thus not binding on the parties.

## **13 Protection of Personal Information**

In responding to this bid, SAFCOL acknowledges that it may obtain and have access to personal data of the respondents. SAFCOL agrees that it shall only process the information disclosed by bidders in their response to this bid for the purpose of evaluating and subsequent award of business and in accordance with any applicable law.

Furthermore, SAFCOL will not otherwise modify, amend or alter any personal data submitted by Respondents or disclose or permit the disclosure of any personal data to any Third Party without the prior written consent from the Respondents. Similarly, SAFCOL requires Respondents to process any personal information disclosed by SAFCOL in the bidding process in the same manner.

## **14 Reasons for disqualification**

14.1 SAFCOL reserves the right to disqualify any bidder, which does any one or more of the following, and such disqualification may take place without prior notice to the offending bidder, however the bidder shall be notified in writing of such disqualification:

- 14.1.1 bidders whose tax matters have not been declared by the South African Tax Revenue services to be in order, or that satisfactory arrangements have been made with the South African Tax Revenue Services to meet the bidder's tax obligations;
- 14.1.2 bidders who submitted incomplete information and documentation essential for the adjudication of the requirements of this RFP;
- 14.1.3 bidders who submitted information that is fraudulent, factually untrue or inaccurate, for example memberships that do not exist, Work references, experience, etc.;
- 14.1.4 bidders who received information not available to other vendors through fraudulent means; and/or
- 14.1.5 bidders who do not comply with mandatory requirements as stipulated in this RFP.
- 14.1.6 bidders who made false declarations on the Standard Bidding Documents, or misrepresent facts; and/or;
- 14.1.7 bidders who are listed on the National Treasury's database of restricted suppliers and defaulters.

## **15 National Treasury's Central Supplier Database (CSD)**

15.1 Tenderers are required to self-register on National Treasury's Central Supplier Database (CSD) which has been established to centrally administer supplier information for all organs of state and facilitate the verification of certain key supplier information. SAFCOL is required to ensure

that price proposals are invited and accepted from prospective Tenderers listed on the CSD. Tender may not be awarded to a Tenderer who has failed to register on the CSD. Only foreign suppliers with no local registered entity need not register on the CSD. The CSD can be accessed at <https://secure.csd.gov.za/>. Respondents are required to provide the following to SAFCOL in order to enable it to verify information on the CSD:

Supplier Number: \_\_\_\_\_ unique registration reference number: \_\_\_\_\_.

## **16 Bid preparation**

- 16.1 All additions to the proposal documents i.e. annexes, supporting documentation pamphlets, photographs, technical specifications and other support documentation covering the goods offered etc. shall be neatly bound as part of the schedule concerned.
- 16.2 All responses regarding questions posed in the annex attached herewith shall be answered in accordance with the prescribed RFP response format.
- 16.3 There shall be no public opening of the Bids received. Unless specifically provided for in the proposal document, Bids submitted by means of telegram, telex, facsimile or similar means shall not be considered.
- 16.4 No Bids from any bidder with offices within the Republic of South Africa (RSA) shall be accepted if sent via the Internet or e-mail.
- 16.5 Bids from international bidders with no office or representation in the RSA shall not be accepted.

## **17 Oral presentations and briefing sessions**

- 17.1 Bidders who submit Bids in response to this RFP may be required to give an oral presentation, which may include, but is not limited to, an equipment/service demonstration of their proposal to SAFCOL. This provides an opportunity for the vendor to clarify or elaborate on the proposal. This is a fact finding and explanation session only and does not include negotiation. SAFCOL shall schedule the time and location of these presentations. Oral presentations are an option of SAFCOL and may or may not be conducted.
- 17.2 Any bidder who has reasons to believe that the tender specification is based on a specific brand must inform SAFCOL not later than ten (10) days after the publication of the Bid.

**The closing date for questions/ enquiries on this RFB018/2023 is 27 FEBRUARY 2024 at 12H00.**

## GENERAL CONDITIONS OF BID AND CONDITIONS OF CONTRACT

- 1 Bidders shall provide full and accurate answers to all (including mandatory) questions posed in this document and are required to explicitly state either "Comply" or "Do not Comply" (with a ✓) regarding compliance with the requirements. Where necessary, the bidder shall substantiate their response to a specific question.
- 2 A "✓" under "Comply" will be interpreted as full compliance/acceptance to the applicable paragraph. A "✓" under "Do Not Comply" will be interpreted that the Bidder/s has/have read and understood the paragraph, but the bidder **does not accept** the content of the applicable paragraph.
- 3 The following bid conditions will govern the contract between the SAFCOL and the successful bidder:

### 3.1

This Bid is subject to the General Conditions of Contract referred to in this document.	<b>Comply</b>	<b>Do not Comply</b>

### 3.2

The laws of the RSA shall govern this RFP and the bidders hereby accept that the courts of the Republic of South Africa shall have the jurisdiction.	<b>Comply</b>	<b>Do not Comply</b>

### 3.3

SAFCOL shall not be liable for any costs incurred by the bidder in the preparation of response to this RFP. The preparation of response shall be made without obligation to acquire any of the items included in any bidder's proposal or to select any proposal, or to discuss the reasons why such vendor's or any other proposal was accepted or rejected.	<b>Comply</b>	<b>Do not Comply</b>

### 3.4

SAFCOL SCM may request written clarification regarding any aspect of this proposal. The bidders must supply the requested information in writing within the specified time frames after the request has been made, otherwise the proposal shall be disqualified.	<b>Comply</b>	<b>Do not Comply</b>

### 3.5

In the case of Consortium, Joint Venture or Subcontractors, bidders are required to provide copies of signed agreements stipulating the work split and rand value.	<b>Comply</b>	<b>Do not Comply</b>

3.6

SAFCOL reserves the right to; cancel or reject any proposal and not to award the proposal to the lowest bidder or award parts of the proposal to different bidders, or not to award the proposal at all.	<b>Comply</b>	<b>Do not Comply</b>

3.7

Where applicable, bidders who are distributors, resellers and installers of network equipment are required to submit back-to-back agreements and service level agreements with their principals.	<b>Comply</b>	<b>Do not Comply</b>

3.8

By submitting a proposal in response to this RFP, the bidders accept the evaluation criteria as it stands.	<b>Comply</b>	<b>Do not Comply</b>

3.9

Where applicable, SAFCOL reserves the right to conduct benchmarks on product/services offered during and after the evaluation.	<b>Comply</b>	<b>Do not Comply</b>

3.10

SAFCOL reserves the right to conduct a pre-award's survey during the source selection process to evaluate contractors' capabilities to meet the requirements specified in the RFP and supporting documents.	<b>Comply</b>	<b>Do not Comply</b>

3.11

Where the Bid calls for commercially available solutions, bidders who offer to provide future based solutions will be disqualified.	<b>Comply</b>	<b>Do not Comply</b>

3.12

The bidder should not qualify the proposal with own conditions. <b>Caution:</b> If the bidder does not specifically withdraw its own conditions of proposal when called upon to do so, the proposal response shall be declared invalid.	<b>Comply</b>	<b>Do not Comply</b>

3.13

Should the bidder withdraw the proposal before the proposal validity period expires, SAFCOL reserves the right to recover any additional expense incurred by SAFCOL having to accept any less favourable proposal or the additional expenditure incurred by SAFCOL in the preparation of a new RFP and by the subsequent acceptance of any less favourable proposal.	<b>Comply</b>	<b>Do not Comply</b>

## 3.14

Delivery of and acceptance of correspondence between SAFCOL and the bidder sent by prepaid registered post (by air mail if appropriate) in a correctly addressed envelope to either party's postal address or address for service of legal documents shall be deemed to have been received and accepted after (2) two days from the date of postage to the South African Post Office Ltd.	<b>Comply</b>	<b>Do not Comply</b>

## 3.15

Should the parties at any time before and/or after the award of the proposal and prior to, and/or after conclusion of the contract fail to agree on any significant product price or service price adjustments, change in technical specification, change in services, etc. SAFCOL shall be entitled within 14 (fourteen) days of such failure to agree, to recall the letter of award and cancel the proposal by giving the bidder not less than 90 (ninety) days written notice of such cancellation, in which event all fees on which the parties failed to agree increases or decreases shall, for the duration of such notice period, remain fixed on those fee/price applicable prior to the negotiations. Such cancellation shall mean that SAFCOL reserves the right to award the same proposal to next best bidders as it deems fit.	<b>Comply</b>	<b>Do not Comply</b>

## 3.16

In the case of a consortium or JV, each of the authorised enterprise's members and/or partners of the different enterprises must co-sign this document.	<b>Comply</b>	<b>Do not Comply</b>

## 3.17

Any amendment or change of any nature made to this RFP shall only be of force and effect if it is in writing, signed by SAFCOL signatory and added to this RFP as an addendum.	<b>Comply</b>	<b>Do not Comply</b>

## 3.18

Failure or neglect by either party to (at any time) enforce any of the provisions of this proposal shall not, in any manner, be construed to be a waiver of any of that party's right in that regard and in terms of this proposal. Such failure or neglect shall not, in any manner, affect the continued, unaltered validity of this proposal, or prejudice the right of that party to institute subsequent action.	<b>Comply</b>	<b>Do not Comply</b>



## 3.19

<p>Bidders who make use of subcontractors.</p> <p>The proposal shall however be awarded to the vendor as a primary contractor who shall be responsible for the management of the awarded proposal. No separate contract shall be entered into between SAFCOL and any such subcontractors. Copies of the signed agreements between the relevant parties must be attached to the proposal responses.</p>	<b>Comply</b>	<b>Do not Comply</b>

## 3.20

<p>All services supplied in accordance with this proposal must be certified to all legal requirements as per the South African law.</p>	<b>Comply</b>	<b>Do not Comply</b>

## 3.21

<p>No interest shall be payable on accounts due to the successful vendor in an event of a dispute arising on any stipulation in the contract.</p>	<b>Comply</b>	<b>Do not Comply</b>

## 3.22

<p>Evaluation of Bids shall be performed by an evaluation panel established by SAFCOL.</p> <p>Bids shall be evaluated on the basis of conformance to the required specifications as outlined in the RFP. Points shall be allocated to each bidder, on the basis that the maximum number of points that may be scored for price is 80/90, and the maximum number of preference points that may be claimed for B-BBEE (according to the PPPFA) is 20/10.</p>	<b>Comply</b>	<b>Do not Comply</b>

## 3.23

<p>If the successful bidder disregards contractual specifications, this action may result in the termination of the contract.</p>	<b>Comply</b>	<b>Do not Comply</b>

## 3.24

<p>The bidders' response to this tender, or parts of the response, shall be included as a whole or by reference in the final contract.</p>	<b>Comply</b>	<b>Do not Comply</b>

## 3.25

<p>SAFCOL has discretion to extend the validity period should the evaluation of this bid not be completed within the stipulated validity period.</p>	<b>Comply</b>	<b>Do not Comply</b>

## 3.26

	<b>Comply</b>	<b>Do not Comply</b>
--	---------------	----------------------

<p>Upon receipt of the request to extend the validity period of the bid, the bidder must respond within the required time frames and in writing on whether or not he agrees to hold his original bid response valid under the same terms and conditions for a further period.</p>		
---	--	--

3.27

<p>Should the bidder change any wording or phrase in this document, the bid shall be evaluated as though no change has been effected and the original wording or phrasing shall be used.</p>	Comply	Do not Comply
	<p>3.28</p> <p>The Bidder has read, understood and commit to comply with the SAFCOL Supplier code of conduct obtainable from: t: <a href="#">SCM-DOC-001 SUPPLIER CODE OF CONDUCT</a> or <a href="https://www.safcol.co.za/opportunities/procurement-opportunities/">https://www.safcol.co.za/opportunities/procurement-opportunities/</a></p> <p><b>NB: Non-compliance will lead to disqualification from the bid process.</b></p>	

**SBD 3.1: PRICING SCHEDULE**

Name of bidder: .....
<b>BID NUMBER: RFB018/2023</b>
Closing Time <b>12:00</b>

**PLEASE NOTE:**

**OFFER TO BE VALID FOR 90 DAYS FROM 06 MARCH 2024 (THE CLOSING DATE OF BID).**

The bidder must provide the total price for the PROVISION OF SILVICULTURE SERVICES AT MSUNDUZI PLANTATION FOR TWO (2) YEARS.

This annexure should be completed and signed by the Bidder’s authorised personnel as indicated below: **If applicable each year**

1 Please indicate your total bid price here: R..... (Incl of VAT)  
**(compulsory)**

2 **Important: It is mandatory to indicate your total bid price as requested above. This price must be the same as the total bid price you submit in your pricing schedule. Should the total bid prices differ, the one indicated above shall be considered the correct price.**

3 **NOTE: All prices must be VAT inclusive and must be quoted in South African Rand (ZAR).**

4 Are the rates quoted firm for the full period of the contract? 

YES	NO
-----	----

5 **Mandatory:** If not firm for the full period, provide details of the basis on which adjustments shall be applied e.g. CPI, and also details of the cost breakdown.

6.

No price adjustments that are 100% linked to exchange rate variations shall be allowed.	Comply	Not comply
Substantiate / Comments		

7.

The bidder must indicate <b>clearly</b> , which portion of the service price as well as the monthly costs is linked to the exchange rate.	Comply	Not comply
Substantiate / Comments		

8.

All additional costs must be clearly specified.	Comply	Not comply
Substantiate / Comments		

## **Price Declaration Form**

Dear Sir/Madam

Having read through and examined the Tender Document, Tender no. **RFB018/2023**, the General Conditions, The Requirement and all other Annexes to the Tender Document, we to provide

\_\_\_\_\_, for the total tendered contract sum of:

R \_\_\_\_\_ (including VAT)

In Words: R \_\_\_\_\_ (including VAT).

We confirm that this price covers all services for the PROVISION OF SAWMILL SERVICES (STACKING, DESTACKING & REWORK) FOR A PERIOD OF EIGHTEEN (18) MONTHS, including but not limited to the supply of all required. We confirm that the SAFCOL will incur no additional costs whatsoever over and above this amount in connection with the services related to the provision of this services We undertake to hold this offer open for acceptance for a period of **90 days** from the date of submission of offers. We further undertake that upon final acceptance of our offer, we will commence with delivery when required to do so by the Client.

Moreover, we agree that until formal Contract Documents have been prepared and executed, this Form of Tender, together with a written acceptance from the Client shall constitute a binding agreement between us, governed by the terms and conditions set out in this Request for Proposals.

We understand that you are not bound to accept the lowest or any offer and that we must bear all costs which we have incurred in connection with preparing and submitting this tender.

We hereby undertake for the period during which this tender remains open for acceptance not to divulge to any persons, other than the persons to which the tender is submitted, any information relating to the submission of this tender or the details therein except where such is necessary for the submission of this tender.

**SIGNED**

**DATE:**

\_\_\_\_\_  
(Print name of signatory)

Designation

FOR AND ON BEHALF OF:

COMPANY NAME

Tel No

Fax No

Cell No

# **SBD 4: Declaration of Interest**

## **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.

<b>Full Name</b>	<b>Identity Number</b>	<b>Name of State institution</b>

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:  
.....  
.....

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:  
.....  
.....

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

### 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 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

### SBD 6.1

<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.

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

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

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

## 1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to invitations to tender:

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

### 1.2 To be completed by the organ of state

a) The applicable preference point system for this tender is the **80/20** preference point system.

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 or 90 points is allocated for price on the following basis:

**80/20**

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender



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

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Procurement from black women owned entities (At least 51% ownership).		5		
Procurement from black owned entities (At least 51% ownership).		10		
Procurement from Black youth owned entities (At least 51% owned by youth).		3		
Procurement from entities owned by persons with disabilities (At least 51% owned by PWD).		2		

**DECLARATION WITH REGARD TO COMPANY/FIRM**

3.2. Name of company/firm.....

3.3. Company registration number: .....

3.4. 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]

3.5. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify

**RFB018/2023– PROVISION OF SILVICULTURE SERVICES AT MSUNDUZI PLANTATION FOR TWO (2) YEARS**

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>	..... ..... ..... .....

# **Government Procurement: General Conditions of Contract – July 2011**

## **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 GCC 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 GCC. Whenever there is a conflict, the provisions in the SCC shall prevail.

## **TABLE OF CLAUSES**

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental services
14. Spare parts
15. Warranty
16. Payment
17. Prices
18. Contract amendments
19. Assignment
20. Subcontracts

21. Delays in the supplier's performance
22. Penalties
23. Termination for default
24. Dumping and countervailing duties
25. Force Majeure
26. Termination for insolvency
27. Settlement of disputes
28. Limitation of liability
29. Governing language
30. Applicable law
31. Notices
32. Taxes and duties
33. National Industrial Participation Programme (NIPP)
34. Prohibition of restrictive practices

## **General conditions of contract**

### **1 Definitions**

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 anything 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 organisation purchasing the goods.
- 1.22 "Republic" means the RSA.
- 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, SCC are also laid down to cover specific supplies, services or works.
- 2.3 Where such SCC 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:
- 7.3.1 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
- 7.3.2 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 SAFCOL or an organisation acting on behalf of the SAFCOL.
- 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 analysed 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:
- 13.1.1 performance or supervision of on-site assembly and/or commissioning of the supplied goods;
  - 13.1.2 furnishing of tools required for assembly and/or maintenance of the supplied goods;
  - 13.1.3 furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
  - 13.1.4 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
  - 13.1.5 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:
- 14.1.1 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
- 14.1.2 in the event of termination of production of the spare parts:
- 14.1.2.1 Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
- 14.1.2.2 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 fulfilment 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 authorised in SCC or in the purchaser's Request for Proposal 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 contract 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 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.

21.4 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.

21.5 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling 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:

23.1.1 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;

23.1.2 if the Supplier fails to perform any other obligation(s) under the contract; or

23.1.3 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:

23.6.1 the name and address of the supplier and / or person restricted by the purchaser;

23.6.2 the date of commencement of the restriction

23.6.3 the period of restriction; and

23.6.4 the reasons for the restriction.

- 23.7 These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.
- 23.8 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 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,

27.5.1 the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and

27.5.2 the purchaser shall pay the supplier any monies due the supplier.

## **28 Limitation of liability**

28.1 Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6;

28.1.1 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

28.1.2 the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

## **29 Governing language**

29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.

## **30 Applicable law**

30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.

## **31 Notices**

31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice.

31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

## **32 Taxes and duties**

32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.

32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.

32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid, the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the SARSs.

### **33 National Industrial Participation (NIP) Programme**

33.1 The NIP Programme administered by the DTI shall be applicable to all contracts that are subject to the NIP obligation.

### **34 Prohibition of restrictive practices**

34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).

34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

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

### **35 The above General Conditions of Contract (GCC) are accepted by:**

<b>Name:</b>	
<b>Designation:</b>	
<b>Bidder:</b>	
<b>Signature:</b>	
<b>Date:</b>	

## TERMS OF REFERENCE

### PROVISION OF SILVICULTURE SERVICES AT MSUNDUZI PLANTATION FOR TWO (2) YEARS

#### 1. BACKGROUND

SAFCOL is a state-owned forestry company listed as Schedule 2 major public entity in terms of the Public Finance Management Act 1 of 1999. It was established in 1992 following the promulgation of the Management of State Forest Act 128 of 1992 to promote the development in the long term of the forestry industry according to accepted commercial management practice in South Africa.

#### 2. OBJECTIVE

The objective of this RFB is to appoint professional service provider to provide Silviculture services for the various operational needs from establishment, tending, weeding and fire protection at Msunduzi plantation.

#### 3. SCOPE OF WORK /SPECIFICATION

##### 3.1 SILVICULTURE SPECIFICATIONS

##### 3.1.1 DELIVERABLES

The Service Provider will be required to execute all operations according to accepted industry norms and guidelines.

General Silviculture work includes the following activities:

- Chemical weeding: Application of herbicide for weed control [**Note: service provider to supply own chemicals**]
- Manual weeding: Slashing of weed
- Slashing and ring hoeing of weeds
- Pruning: Value adding activity, removal of branches
- Pitting: Preparation of soil (pits) for planting
- Planting and blanking: planting of seedlings
- Fertilizing: Providing nutrition for planted seedlings
- Marking for thinning: Marking of trees to be removed during thinning.
- Firefighting: Fighting wildfires
- Standby duty: Standby for firefighting purposes
- Conservation: Clearing of non-commercial areas of weeds
- Preparation and burning of firebreaks.

- Preparation and burning under canopy.
- Road clearing: opening roads through manual slashing
- Burn before planting preparation and burning
- General upkeep of plantations

### 3.2. SPECIFICATIONS REQUIREMENTS

The details of the specifications intended to be issued to suppliers through the proposed procurement process, as compiled and approved by the Specification committee is as follows:

1. Experience in Silviculture and fire protection.
2. Knowledge of Forest Stewardship Council (FSC) principles and criteria
3. Compliant Safety file (Grading and certification)
4. Pest Control Operator (PCO) Licence registered on one of the following categories:
  - a. Agriculture and forestry: “The management of pests associated with agricultural production and forestry production.”
  - or
  - b. Industrial vegetation and noxious weeds: “The management of weeds on industrial land, roads, power lines, railways and pipeline right of ways, including the control of weeds designated as noxious on private and public land.”

**NB:** PCO holder must be available on-site during herbicide application in line with the regulations

5. Employ a qualified forester that will oversee operations.
6. Quality management system
7. Sufficient supporting tools, vehicles and equipment

### 3.3 HUMAN RESOURCES

General labour (general labour to be sourced from local communities from Msunduzi municipality and must be South African)

Supervisor with forestry experience

Forester with Forestry Qualification and Experience

First Aiders Level 2

### 3.4 MANAGEMENT

(Organizational structure) to include the following: Forester, SHE coordinator, Supervisor, SHE reps, First Aiders, Administrator, Driver as appropriate to operational structures.

Experience in forestry.

Qualifications in Forestry

Qualifications: Safety management

Pest Control Operator Certificate (A copy of license to be available in all chemical application operations)



### 3.5 TOOLS / EQUIPMENT REQUIRED

- Two-way mobile radios
- Herbicide application knapsacks
- Pruning saws
- Double edge slashers
- Rake hoes.
- Planting trowel
- Pitting mattocks
- Firefighting equipment: Knapsacks, Fire beaters, Rake hoes and basic firefighting PPE
- Chainsaws, brushcutter and grass slashers
- High visibility vest or overalls
- Personal Protective Equipment (PPE) – 100% cotton for overalls

Contractor to supply all employees with PPE (Personal Protective Equipment) prescribed by SAFCOL SHEQ Standards. The following is to be issued:

2x pairs of safety boots – annually

3x Sets of overalls – annually.

1x Hard hat – annually

4x Goggles – frequency to be determined by bidder.

Dust mask.

Appropriate respirator – for chemical application operations

4x Gloves (where applicable) – frequency to be determined by bidder.

### 3.6 VEHICLES

Bidder to ensure that all Drivers have a valid Driver's License and Professional Driving Permit (PDP)

#### Labour carrier

- Passengers: minimum requirements as per license
- Canopy with rollover protection.
- Proper seating and individual safety belts
- x 4 Bakkie is recommended
- Railings – NB: Transportation of personnel in the back of any open vehicle is prohibited.

#### Water carriers

- Required to provide own water tanker for drinking and planting with at least 1000L capacity.

**Table 1** Minimum labour transport requirements per plantation

<b>Plantation</b>	<b>Minimum Labour carrier</b>
Msunduzi	2

### 3.7 COSTING

#### a. Costing model

Bidders must use the cost model for silviculture to determine the rate, provided with the tender document (**Annexure A: Pricing Schedule**). If costing is not in line with the industry benchmarked rate, the costing will not be accepted, Costing must be treated as a tender returnable. Failure to submit will result in your bid not considered. The service provider is responsible to use market related rates on the bidding documents.

### 4. DELIVERY OF GOODS OR SERVICES

Projected man-days for the 2-year period cycle for the plantations requiring services.

MU	Projected Man-days		Nearest Town
	2024/25	2025/26	
Msunduzi	14996	14640	Pietermaritzburg

**NB:** Man-days are only projections; the actuals will be determined by the available budget on that specific year. Contract value will be adjusted according to available budget on year-to-year basis.

### 5. CONDITION

5.1 SAFCOL reserves the right to appoint one service provider per plantation.

5.2 Service providers currently contracted for Silviculture Services by SAFCOL are not eligible to be appointed for this bid.

### 6. REGULATORY REQUIREMENTS

#### 6.1 SAFETY, HEALTH, ENVIRONMENTAL & QUALITY REQUIREMENTS

Bidder to comply with the following but not limited to SHEQ requirements:

SAFCOL SHEQ Standard and NOSA

Forest Stewardship Council (FSC): Principles and standards

Best Operating Practices (BOP)

#### 6.2 LEGAL REQUIREMENTS

National Forest Act

International Labour Organisation (ILO) codes of practices

National Veld and Forest fire act

Act 36 of 1947 (PCO)

Occupational Health and Safety Act, 85 of 1993

Basic Conditions of Employment Act (BCEA)

Labour Relations Act (LRA)

#### 6.3 LABOUR STATUTORY REQUIREMENTS

**RFB018/2023**– PROVISION OF SILVICULTURE SERVICES AT MSUNDUZI PLANTATION FOR TWO (2) YEARS

Employment of contracted employees to be according to the Basic Conditions of Employment and Labour Relations Act with respect to:

Working hours, Vacation leave, sick leave, maternity, family responsibility, and study leave

Provision, Job description, UIF

Overtime payments

Medical screening and surveillance

National minimum wage in line with the National Minimum Wage Act No. 9 of 2018

Pay slips will be required every month to monitor compliance to the National Minimum Wage Act

Code of conduct

Night shift allowance

Adherence to Labor Relations in terms of disciplinary and grievance procedures. Trained and appointed safety representatives and first aiders on all shifts at all times. Training in terms of stacking, basic firefighting, induction and BOP's / SOPs, Full medical evaluation for new recruits and yearly. Recruitment and placement as per the SAFCOL standards (advertise and interview)

Employee's headcount and identification (South African Citizens) Responsible for handling own IOD's – treatment, transport etc. (refer to COIDA for guidance)

Letter of Good Standing with Workman's Compensation Fund and Public Liability Insurance

## 7. EVALUATION CRITERIA

The evaluation criteria for the assessment of the proposals will be based on both qualitative and financial aspects of the proposal. Service Providers will be evaluated on functionality. The bidders who score the minimum threshold provided on functionality will be further evaluated on price and specific goals provided in terms of the Preferential Procurement Regulations, 2022. The Bid documents will be evaluated individually on a score sheet, by a representative of the evaluation panel according to the evaluation criteria indicated in the Terms of Reference. Service Providers will be shortlisted and may possibly be invited to do a presentation on their proposals at their own cost.

**All bidders who score less than the minimum threshold of 70 out of 100 points for functionality will not be considered further. This bid will be evaluated on 80/20 preference point system.**

In accordance with the SAFCOL Supply Chain Management Policy, the bid evaluation process shall be carried out in three (3) phases namely:

- Phase 1 (a) Administrative Compliance
- Phase 1 (b) Attended the compulsory Briefing session.
- Phase 1 (c) Mandatory Requirements
- Phase 2 Functionality Evaluation
- Phase 3 Price and Specific goal

### Phase 1(a): Administrative Compliance

Description	Comply	Do not comply
Completion in full the Request for Proposal document		
Completion of all SBD Forms (Declaration Forms)		
Proof that tax matters with SARS are in order (SARS Pin Number)		
Proof/documentation of company registration documents (e.g., Pty; Trust; CC etc.)		
Proof/documentation required to claim specific goals points. (Failure to attach proof will lead to non-allocation of points)		
Registration with Central Supplier Database (CSD)		
Joint Venture Agreement (If applicable)		

### Phase 1b: Compulsory Briefing session attendance

Description	Comply	Do not comply
Attended the compulsory briefing session.		

**NB: FAILER TO ATTEND THE SESSION WILL LEAD TO DISQUALIFICATION**

### Phase 1b: Mandatory Requirement

No	Description:	Comply	Do not comply
1.	<p>Pest control operator licence registered on one of the following categories:</p> <ol style="list-style-type: none"> <li>1. Weed control / Agriculture and forestry: “The management of pests associated with agricultural production and forestry production.”</li> <li>or</li> <li>2. Industrial vegetation and noxious weeds: “The management of weeds on industrial land, roads, power lines, railways and pipeline right of ways, including the control of weeds designated as noxious on private and public land.”</li> </ol> <p>Attach a copy of a valid license as proof. Certificate will be verified with the Registrar of PCO in the Department of Agriculture. In case of failed PCO verification, bidder will be disqualified and not evaluated further .</p>		
2.	<p>Proof of existing Public liability cover insurance with a minimum of R5 000 000, <b>Attach confirmation of pre-approval from insurance company or letter of intent supported by a quotation from the insurer.</b> Cover will be validated with the</p>		

3	Proof of registration with the Compensation Commissioner, Department of Labour or approved equivalent in terms of the COID Act- <b>Attach a valid Letter of Good Standing</b>		
4	Bidder must submit a Most recent Bank statement of the account held by the bidding company with available funds with minimum amount of R1 200 000 ). In a case of a Joint venture both companies must submit their individual bank statements and they must have at least R1 200 000 combined or  Proof of access to credit facility to a value of R1 200 000 (Note that the credit facility will be confirmed at the time of award) and or a bank account -letter confirming that funds will be availed on the said period, letter must be issued by the bank and must be signed by the author representing the bank. Bank grading letters not confirming availability of funds will not be accepted.		
5	All bids that have quoted below the benchmarked minimum rate as determined by SAFCOL will not be considered		
6	Locality – provide proof of residence i.e. a municipal rate statement or tribal authority letter from greater uMgungundlovu district municipality		

***N.B: Bidders who fail to meet all of the mandatory requirements will not be considered for further evaluation.***

### Phase 2: Functionality Evaluation

DESCRIPTION OF CRITERIA	METHOD OF EVALUATION	POINTS ALLOCATION
<b>Company experience (30)</b>  Service providers must demonstrate that they have past experience in conducting Silviculture operations.  Provide contactable reference letters on company official letterhead with relevant client's contract owner signature. The reference letters must indicate the number of years' experience (start date (mm/yy) and end date (mm/yy) or duration of the project.  Note: appointment letters and purchase orders will not be accepted as reference letters.	No reference letter	0
	Reference letter(s) demonstrating 1-2 years' experience	10
	Reference letter(s) demonstrating 3 - 4 years' experience	20
	Reference letter(s) demonstrating more than 4 years' experience	30
<b>Qualification of Forester (10)</b>	No qualification	0

DESCRIPTION OF CRITERIA	METHOD OF EVALUATION	POINTS ALLOCATION
<p>Service providers must demonstrate that their forester overseeing the total project have a qualification in Forestry.</p> <p><b>Attach certified copy of certificate of qualification</b></p>	Minimum of a National Diploma or Higher in Forestry	10
<p><b>Experience of Key Personnel: Forester (5)</b></p> <p>Service Providers must demonstrate that the forester has relevant experience in executing same project.</p> <p><b>Attach a concise CV with contactable reference/s</b></p>	No experience	0
	1 to 2 yrs experience	3
	3 to 4 yrs experience	4
	more than 4yrs experience	5
<p><b>Experience of Key Personnel: Supervisor (5)</b></p> <p>Service Providers must demonstrate that the Supervisor has relevant experience in executing same project.</p> <p><b>Attach a concise CV with contactable reference/s.</b></p>	No experience	0
	1 to 2 yrs experience	3
	3 to 4 yrs experience	4
	more than 4 yrs experience	5
<p><b>Resources (Labour carrier) (20)</b></p> <p><b>The following resource are required to execute the project;</b></p> <ul style="list-style-type: none"> <li>Labour truck/ carrier / bus</li> </ul> <p>Service providers must demonstrate that they have resources to execute this project by attaching the following proof:</p> <p>Proof in a form of truck registration certificate – eNatis documents in the name of the director of the company or in the company’s name, valid lease agreement or letter of intent. see Table 1 for reference</p>	0 labour truck / carrier/ bus	0
	(1) One labour trucks / carrier/ bus	10
	(2) Two labour trucks / carrier/ bus	20
<p><b>Resources (Water Carrier) (10)</b></p> <p><b>The following resource are required to execute the project;</b></p> <ul style="list-style-type: none"> <li>Water Tanker/Carrier</li> </ul> <p>Service providers must demonstrate that they have resources to execute this project by attaching the following proof:</p>	Water Tanker/ carrier/ bus	10
	No Water Tanker/ Carrier	0

DESCRIPTION OF CRITERIA	METHOD OF EVALUATION	POINTS ALLOCATION
<ul style="list-style-type: none"> <li>Picture/s demonstrating water tanker/carrier if not registered as a water tanker.</li> <li>Proof in a form of truck registration certificate –eNatis documents in the name of the director of the company or in the company’s name, valid lease or letter of intent</li> </ul>		
<p><b>Safety Compliance (20)</b></p> <p>The bidder must be accredited by a recognised / accredited organisation with a minimum 3-star NOSA or equivalent (for example: NOSA, SABS, SGS, etc.) <b>or</b> submit a safety plan that is in accordance with the OHS ACT of 1993 which includes:</p> <ol style="list-style-type: none"> <li>SHE Policy (signed)</li> <li>OHS Management Plan</li> <li>Legally required Appointment letters of all management personnel</li> <li>Risk management plan reflecting functional risk assessment matrix</li> <li>PPE matrix related to forestry</li> <li>Training matrix related to forestry</li> <li>Toolbox talks</li> <li>Incident management procedure</li> <li>Equipment register</li> <li>Tools and equipment checklist</li> <li>Minutes of safety meeting</li> <li>Emergency preparedness</li> <li>SHE statistics for the last three years.</li> </ol> <p><b>OR</b></p> <p><b>Minimum requirement for exemption of the 13 documents:</b> valid safety grading audit certificate by accredited organisations in place of the 13 documents. With a minimum of 3 Star NOSA grading or equivalent rating</p>	<p>Valid proof of certification by a recognised/accredited organisation with a minimum 3-star NOSA or equivalent (for example: NOSA, SABS, SGS, etc.) or</p> <p>Valid proof of compliance with all 13 safety file requirements</p> <p>Ten (10) to Twelve (12) of the legally required documentation (safety file requirements) are present in submitted safety file</p> <ol style="list-style-type: none"> <li>SHE policy (signed)</li> <li>OHS Management Plan</li> <li>Incident management procedure</li> <li>Emergency preparedness</li> <li>Training matrix</li> <li>Risk management plan</li> <li>SHE statistics for the last 3 years</li> <li>Appointment letters of management personnel</li> <li>Training matrix</li> <li>PPE Matrix</li> </ol> <p><b>Non-compliance:</b> less ten (10) of the required documents is failure to comply with legally required aspect of safety compliance</p>	<p>20</p> <p>15</p> <p>0</p>
<b>Total Points</b>		<b>100</b>
<b>Minimum Score Required</b>		<b>70</b>

**N.B: Only Bidders who score the minimum of 70 points on functionality evaluation will be considered for further evaluation on Price and Specific Goal.**

### Phase 3: Price and Specific Goals

Evaluation Criteria		Points
1.	Price	80
2.	Specific goal	20
3.	Total	100

#### Category of specific goals

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system)	Proof/documents to claim points
Procurement from black women owned entities (At least 51% ownership).	5	ID Document, CIPC Documents, BBBEE certificate or Sworn Affidavit
Procurement from black owned entities (At least 51% ownership).	10	BBBEE certificate or Sworn Affidavit
Procurement from youth owned entities (At least 51% owned by youth).	3	ID Document, CIPC Documents
Procurement from entities owned by persons with disabilities (At least 51% owned by PWD).	2	Letter from the doctor confirming disability.

**NB: No specific goals points will be allocated to a bidder who fails to submit documents/proof to claim specific goals points as indicated in the above table and SBD 6.1**

### 6. RULES OF BIDDING

- (a) The SAFCOL reserves the right not to award this bid/contract.
- (b) The SAFCOL reserves the right to negotiate price with the preferred bidder.
- (c) Late submissions will not be considered.
- (d) The bid and all information in connection therewith shall be held in strict confidence by the bidder and the SAFCOL.
- (e) The bidders may not disclose any information, documents or products to any other party without prior written approval of the SAFCOL.
- (f) Copyright of all documentation resulting from contracts arising from this bid belongs to the SAFCOL.
- (g) The intellectual property rights of all work conducted by the Service Provider remain vested in the SAFCOL and may not be distributed, published or disclosed to any third party without the prior explicit written consent of the SAFCOL.
- (h) Successful Bidder may be subjected to screening and signing of confidentiality oath.

**THE END.**