

COMPULSORY BID INFORMATION MEETING AND SITE INSPECTION
PLEASE TAKE NOTE THAT NO LATE BIDDER(S)
WILL BE ADMITTED.

4.4.12.2/34/15

A COMPULSORY BRIEFING SESSIONS AT

1	Place: Kwagubeshhe Plantation Date: 12 October 2015 Time: 10H00
2	Place: Nkonisa Plantation Date: 13 October 2015 Time: 09H00

ENQUIRIES : General Enquiries: Ben Coetzer
: Tel. No.: 012 319 7816

: Technical Enquiries: Kim Weir
: Tel: 033 392 7700

FAILURE TO ATTEND THE COMPULSORY BID INFORMATION MEETING WILL RESULT IN THE BIDDER'S BID TO BE REJECTED.

CERTIFICATION BY BIDDER THAT THE COMPULSORY BID INFORMATION MEETING DESCRIBED ABOVE WAS ATTENDED:

I/We, _____ as representative of the company/firm _____ hereby declare
that the compulsory site inspection was attended and that I/we am/are fully aware of the extent of the task.

SIGNATURE

DATE

CERTIFICATION BY DEPARTMENTAL REPRESENTATIVE ON SITE AFTER THE BID INFORMATION MEETING

I _____ hereby confirm that the site inspection was attended by the above bidder.

SIGNATURE

DATE

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DEPARTMENT OF AGRICULTURE, FORESTRY AND FISHERIES

BID NUMBER: 4.4.12.2/34/15

CLOSING DATE: 23 October 2015

CLOSING TIME: 11:00 (TELKOM TIME)

DESCRIPTION: Appointment of a service provider for the selling of Gum and Pine Timber at various plantations in the KZN Province for the Department of Agriculture, Forestry and Fisheries.

The successful bidder will be required to fill in and sign a written Contract Form (SBD 7)

BID DOCUMENTS MAY BE POSTED TO: **THE TENDER RECEIPT OFFICE**
ROOM NO. A-GF-06,
DEPARTMENT OF AGRICULTURE, FORESTRY AND FISHERIES
Private Bag X250, PRETORIA, 0001

OR

DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)

Department of Agriculture, Forestry and Fisheries

Agriculture Place

Main Entrance

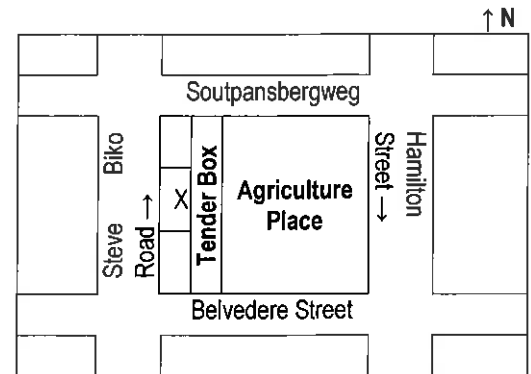
Tender Receipt Office

Room No. A-GF-06

20 Steve Biko Road

ARCADIA

Pretoria



Bidders should ensure that bids are delivered timeously to the correct address. The bidding box will be closed on the closing time of bids for ± 1 hour, during which time bids may be deposited over the counter at room A-GF-06. However, if the bid is late, it will not be accepted for consideration. It also remains the responsibility of the bidder to ensure that posted bids reach the bidding box before the closing time and date of bid.

The bid box is generally open 24 hours a day, 7 days a week. (It is advisable that bids must reach the bidding box 24 hours before closing time as the bidding box is located in the reception area. Bidders are required to allow time to access the premises due to security arrangements.)

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

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

THE FOLLOWING PARTICULARS MUST BE FURNISHED
 (FAILURE TO DO SO MAY RESULT IN YOUR BID BEING DISQUALIFIED)

NAME OF BIDDER	.....
POSTAL ADDRESS	.....
STREET ADDRESS	.....
TELEPHONE NUMBER	CODE: NUMBER:	
CELL PHONE NUMBER	.....
FACSIMILE NUMBER	CODE: NUMBER:	
E-MAIL ADDRESS	.....
CONTACT PERSON	.....
JOB TITLE	.....
VAT REGISTRATION NUMBER	.....
HAS A TAX CLEARANCE CERTIFICATE BEEN SUBMITTED (SBD 2)?		YES/NO
SIGNATURE OF BIDDER	.....
DATE	.....
CAPACITY UNDER WHICH THIS BID IS SIGNED	.....

TAX CLEARANCE CERTIFICATE REQUIREMENTS

It is a condition of bid that the taxes of the successful bidder must be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations.

- 1 In order to meet this requirement bidders are required to complete in full the attached form TCC 001 "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.
- 2 SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.
- 3 The original Tax Clearance Certificate must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.
- 4 In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.
- 5 Copies of the TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website www.sars.gov.za.
- 6 Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website www.sars.gov.za.

**Application for a Tax Clearance Certificate****Purpose**

Select the applicable option

Tenders ☐Good standing ☐

If "Good standing", please state the purpose of this application

Particulars of applicantName/Legal name
(Initials & Surname
or registered name)Trading name
(if applicable)

ID/Passport no

Company/Close Corp.
registered no

Income Tax ref no

PAYE ref no 7

VAT registration no 4

SDL ref no L

Customs code

UIF ref no U

Telephone no

Fax
no

E-mail address

Physical address

Postal address

Particulars of representative (Public Officer/Trustee/Partner)

Surname

First names

ID/Passport no

Income Tax ref no

Telephone no

Fax
no

E-mail address

Physical address

Particulars of tender (If applicable)

Tender number

Estimated Tender
amount

R

Expected duration
of the tender

year(s)

Particulars of the 3 largest contracts previously awarded

Date started	Date finalised	Principal	Contact person	Telephone number	Amount

Audit

Are you currently aware of any Audit investigation against you/the company?
If "YES" provide details

YES

NO

Appointment of representative/agent (Power of Attorney)

I the undersigned confirm that I require a Tax Clearance Certificate in respect of Tenders or Goodstanding.

I hereby authorise and instruct to apply to and receive from
SARS the applicable Tax Clearance Certificate on my/our behalf.

Signature of representative/agent

Date

Name of
representative/
agent**Declaration**

I declare that the information furnished in this application as well as any supporting documents is true and correct in every respect.

Signature of applicant/Public Officer

Date

Name of applicant/
Public Officer**Notes:**

- It is a serious offence to make a false declaration.
- Section 75 of the Income Tax Act, 1962, states: Any person who
 - fails or neglects to furnish, file or submit any return or document as and when required by or under this Act; or
 - without just cause shown by him, refuses or neglects to-
 - furnish, produce or make available any information, documents or things;
 - reply to or answer truly and fully, any questions put to him ...
 As and when required in terms of this Act ... shall be guilty of an offence ...
- SARS will, under no circumstances, issue a Tax Clearance Certificate unless this form is completed in full.**
- Your Tax Clearance Certificate will only be issued on presentation of your South African Identity Document or Passport (Foreigners only) as applicable.

PRICING SCHEDULE –FIRM PRICES

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

NAME OF SERVICE PROVIDER:

BID NO.: 4.4.12.2/34/15

CLOSING TIME 11:00 ON 23 October 2015

OFFER TO BE VALID FOR 90 DAYS (UNTIL 23 January 2016) FROM THE CLOSING DATE OF BID.

ITEM NO	DESCRIPTION	BID PRICE IN RSA CURRENCY INCLUSIVE OF VALUE ADDED TAX
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The appointment of a service provider for the selling of Gum and Pine Timber at various plantations in the KZN Province for Department of Agriculture, Forestry and Fisheries.

The appointment of a service provider for the selling of Gum and Pine Timber at various plantations in the KZN Province for Department of Agriculture, Forestry and Fisheries.

SOKHULU PLANTATION: PINE COMPARTMENTS

LOT.1	COMP. NO	AREA ((Ha)	SPECIES	AGE	Est. volume (m3)	Price per m3	Total Price including all cost and vat
1.	A 25	32.05	P. Ell	27	5049		
2.	A 11 A	1.92	P. Ell	28	324		
3.	A 11 B	1.58	P. Ell	26	232		
4	B 14	100.34	P. Ell	27	14413		
Total		135.89			20018 m3		

SOKHULU PLANTATION: GUM COMPARTMENTS

LOT.1	COMP. NO	AREA ((Ha)	SPECIES	AGE	Est. volume (tons)	Price per ton	Total Price including all cost and vat
1	A 17	0.83	E Gra	12	143		
2	B 9	9.32	E Gra	12	1601		
Total		10.15			1744 tons		
						Total	

NKONISA PLANTATION: PINE COMPARTMENTS

LOT.1	COMP. NO	AREA ((Ha)	SPECIES	AGE	Est. volume (m3)	Price per m3	Total Price including all cost and vat
1	A 1 A	6.84	P. Tae	27	2852		
2	A 3 A	3.33	P. Tae	25	1422		
3	A 4 A	8.52	P. Tae	25	3695		
4	A 13	22.73	P. Tae	29	7237		
5	A 16	7.9	P. Tae	28	2464		
6	A17	14.15	P. Tae	29	4469		
7	B 1	13.46	P. Tae	27	4928		
8	B 2	13.56	P. Tae	27	4965		
Total		90.49 ha			32032 m³	Total	

NKONISA PLANTATION: PINE COMPARTMENTS

LOT.2	COMP. NO	AREA ((Ha)	SPECIES	AGE	Est. volume (m3)	Price per m3	Total Price including all cost and vat
1	B 3 A	3.18	P. Tae		1085		
2	B 3 B	0.7	P. Tae		275		
3	B 4	17.97	P. Tae		6488		
4	B 6	0.96	P. Tae		358		
5	B 7 A	7.54	P. Tae		2548		
6	B 8	7.84	P. Tae		2482		
7	B 10	6.54	P. Tae		2178		
8	B 11	6.6	P. Tae		1526		
9	B 13	3.55	P. Tae		1401		
10	C 1 A	4.19	P. Tae		549		
11	C 2	5.92	P. Tae		1616		
12	C 3	9.26	P. Tae		2827		
13	C 4	10.22	P. Tae		3120		
Total		84.47 ha			26453 m3	Total	

QHUDENI PLANTATION: PINE COMPARTMENTS

LOT.1	COMP. NO	AREA ((Ha)	SPECIES	AGE	Est. volume (m3)	Price per m3	Total Price including all cost and vat
1	A 3	7.06	P. Pat	28	3260		
2	A 4	3.51	P. Pat	30	1593		
3	A 5	8.43	P. Pat	30	3995		
4	A 6	0.81	P. Pat	28	251		
5	A 7	13.7	P. Pat	28	6993		
6	A 8	4.16	P. Pat	30	1819		
7	A 9	9.2	P. Pat	30	6327		
8	A 10	8.33	P. Pat	29	2721		
9	A 16	2.71	P. Pat	29	1328		
10	A 17	11.65	P. Pat	29	5179		
Total		69.56 ha			33466 m3	Total	

LOT.2	COMP. NO	AREA ((Ha)	SPECIES	AGE	Est. volume (m3)	Price per m3	Total Price including all cost and vat
1	A 19	2.21	P. Pat	26	599		
2	A 23	12.25	P. Pat	32	14907		
3	A 25	1.6	P. Pat	30	1277		
4	A 47	10.91	P. Pat	28	1660		
5	A 49	9.96	P. Pat	25	2528		
6	A 51	9.92	P. Ell	35	2872		
7	A 52	1.9	P. Pat	30	963		
8	A 57	21.07	P. Pat	65	12818		
Total		69.82 ha			37624 m3	Total	

QHUDENI PLANTATION: GUM COMPARTMENTS

LOT.1	COMP. NO	AREA ((Ha)	SPECIES	AGE	Est. volume (tons)	Price per ton	Total Price including all cost and vat
1	A 21	10.98	E. Gra	56	18776		
2	A 26 A	0.8	E. Gra	56	316		
3	A 31	0.92	E. Gra	56	229		
4	A 39	0.42	E. Gra	56	1341		
Total		13.12 ha			20662 tons	Total	

KWAGUBESHE PLANTATION: PINE COMPARTMENTS

LOT.1	COMP. NO	AREA ((Ha)	SPECIES	AGE	Est. volume (m3)	Price per m3	Total Price including all cost and vat
1	A 1 A	7.38	P. Pat	26	1101		
2	A 1 B	3.36	P. Pat	30	630		
3	A 2	12.23	P. Pat	28	1930		
4	A 4 A	14.26	P. Pat	27	2132		
5	A 5 A	14.66	P. Pat	31	2916		
6	A 5 B	8.33	P. Pat	30	1467		
7	A 6 A	13.71	P. Pat	29	2284		
8	A 7 A	14.11	P. Pat	30	2646		
Total		88.04 ha			15106 m3	Total	

LOT.2	COMP. NO	AREA ((Ha)	SPECIES	AGE	Est. volume (m3)	Price per m3	Total Price including all cost and vat
1	B 1 A	8.8	P. Pat	37	2266		
2	B 4	15.17	P. Pat	25	2336		
3	B 6 A	4.05	P. Pat	37	988		
4	B 8	13.37	P. Pat	29	2355		
5	C 9 D	1.23	P. Pat	34	272		
6	C 10 C	3.6	P. Pat	34	1007		
7	G 1	21.06	P. Pat	34	4656		
8	G 2	11.5	P. Pat	27	1741		
Total		78.78 ha			15621 m3	Total	

KWAGUBESHE PLANTATION: GUM COMPARTMENTS

LOT.1	COMP. NO	AREA ((Ha)	SPECIES	AGE	Est. volume (tons)	Price per ton	Total Price including all cost and vat
1	C 6 A	11.41	E. Gra	27	3617		
2	C 7 A	10.28	E. Gra	28	3506		
3	C 7 C	5.66	E. Gra	10	794		
4	C 10 A	1.82	E. Fas	30	478		
5	C 14 B	6.77	E. Gra	16	1675		
Total		35.94			10070 tons	Total	

LOT.2	COMP. NO	AREA ((Ha)	SPECIES	AGE	Est. volume (tons)	Price per ton	Total Price including all cost and vat
1	D 1	4.83	E. Mixed	6	43		
2	D 2	11.4	E. Mixed	6	102		
3	D 3	5.97	E. Mixed	6	54		
4	D 4	13.48	E. Mixed	6	121		
5	D 5	10.37	E. Mixed	6	93		
6	D 6	10.61	E. Mixed	6	138		
7	D 7	6.61	E. Mixed	6	59		
8	D 8	11.16	E. Mixed	6	145		
9	D 9	15.02	E. Mixed	6	135		
10	D 10	12.69	E. Mixed	6	114		
11	D 11	9.09	E. Mixed	7	118		
12	D 12	2.33	E. Mixed	10	93		
13	D 14	6.26	E. Mixed	10	249		
14	D 16	3.72	E. Mixed	6	33		
15	F 7 B	11.48	E. Mixed	18	2677		
16	G 3 B	16.03	E. Mixed	17	3839		
17	G 4 B	15.36	E. Mixed	30	2880		
Total		166.41 ha			10893 tons	Total	

HLOKOZI PLANTATION: GUM COMPARTMENTS

LOT.1	COMP. NO	AREA ((Ha)	SPECIES	AGE	Est. volume (tons)	Price per ton	Total Price including all cost and vat
1	A 16	2.46	E Gra	10	345		
2	A 17	3.73	E Gra	10	661		
3	A 18	13.54	E Gra	10	2398		
4	B 5 A	15.47	E Gra	13	3006		
5	B 6 B	8.01	E Gra	13	1557		
6	B 7	10.92	E Gra	13	2292		
7	B 8	8.77	E Gra	14	1841		
8	B 9 B	14.16	E Gra	12	2530		
9	B 12	2.94	E Gra	16	617		
10	B 17	11.36	E Gra	10	1594		
11	B 19	11.18	E Gra	10	1568		
12	B 21 A	11.79	E Gra	12	2095		
13	B 22	12.25	E Gra	13	2381		
14	B 26	15.46	E Gra	12	3005		
15	C 2	13.8	E Gra	11	2195		
16	C 3	24.96	E Gra	11	4436		
Total		180.8 ha			32521 tons	Total	

LOT.2	COMP. NO	AREA ((Ha)	SPECIES	AGE	Est. volume (tons)	Price per ton	Total Price including all cost and vat
1	C 4	15.54	E Gra	11	2762		
2	C 6	15.58	E Gra	11	2416		
3	C 7	11.9	E Gra	11	1892		
4	C 8	15.58	E Gra	11	2416		
5	C 9	13.93	E Gra	11	1954		
6	C 10 A	7.12	E Gra	11	1261		
7	D 3	10.01	E Gra	11	1779		
8	D 5	11.15	E Gra	11	1773		
9	E 2	10.26	E Gra	11	1632		
10	E 17	19.89	E Gra	11	4175		
11	E 19 B	29.56	E Gra	11	5745		
12	E 22 B	13.3	E Gra	11	2364		
Total		173.82 ha			30169 tons	Total	

LOT.3	COMP. NO	AREA ((Ha)	SPECIES	AGE	Est. volume (tons)	Price per ton	Total Price including all cost and vat
1	A 7	11.53	E Gra	20	3141		
2	A 9	24.56	E Gra	19	6463		
3	A 11	16.84	E Gra	19	4547		
4	A 13	31.8	E Gra	19	8587		
5	A 15 A	22.03	E Gra	19	5949		
6	A 15 B	9	E Gra	19	2156		
7	A 22	8.65	E Gra	18	2238		
8	A 23	15.1	E Gra	18	3907		
9	B 9 A	15.56	E Gra	18	4202		
10	B 10	8.25	E Gra	18	2171		
11	B 11 B	0.59	E Gra	18	159		
12	B 18	9.72	E Gra	19	2482		
13	B 25	12.43	E Gra	18	3265		
Total		186.06 ha			49267 tons	Total	

LOT.4	COMP. NO	AREA ((Ha)	SPECIES	AGE	Est. volume (tons)	Price per ton	Total Price including all cost and vat
1	C 1 A	15.16	E Gra		3922		
2	C 13 A	16.58	E Gra		4290		
3	C 15	20.59	E Gra		5327		
4	D 1	22.02	E Gra		5697		
5	D 2	7.02	E Gra		1896		
6	D 6	11.24	E Gra		2908		
7	E 4 A	13.47	E Gra		3545		
8	E 9	15.02	E Gra		3716		
9	E 13	14.31	E Gra		3159		
10	E 14	23.89	E Gra		5637		
11	E 16	14.56	E Gra		3602		
Total		173.86 ha			43699 tons	Total	

SUMMERFIELD PLANTATION: GUM COMPARTMENTS

LOT.1	COMP. NO	AREA ((Ha)	SPECIES	AGE	Est. volume (tons)	Price per ton	Total Price including all cost and vat
1	A 3 D	3.7	E Gra	11	489		
2	A 5 A	2.9	E Gra	9	260		
3	A 7 A	9.5	E Gra	9	993		
4	A 7 B	4.4	E Gra	9	460		
5	A 9 B	7.6	E Gra	9	681		
6	A 11 A	5.3	E Gra	14	840		
7	A 12	9.5	E Gra	13	1385		
8	A 13	10.1	E Gra	12	1472		
9	A 15	8.7	E Gra	11	1149		
Total		61.7 ha			7729 tons	Total	

MBIZWENI PLANTATION: PINE COMPARTMENTS

LOT.1	COMP. NO	AREA ((Ha)	SPECIES	AGE	Est. volume (m3)	Price per m3	Total Price including all cost and vat
1	F 41	30.55	P. Ell	25	5208		
2	F42	22.16	P. Ell	25	3779		
Total		52.71 ha			8987 m3		
						Total	

RONDEDRAAI PLANTATION: GUM COMPARTMENTS

LOT.1	COMP. NO	AREA ((Ha)	SPECIES	AGE	Est. volume (tons)	Price per ton	Total Price including all cost and vat
1	K 11	5.75	E Gra	5	46		
2	K 12	5.32	E Gra	9	148		
3	K 13	9.12	E Gra	5	118		
4	K 14 A	2.62	E Dunnili	15	109		
5	K 21	8.1	E Gra	9	226		
6	K 22	7.2	E Mix	23	526		
7	K 23	12.3	E Gra	23	898		
8	K 24	26	E Gra	17	1537		
9	K 19 A	1.91	E Gra	16	350		
10	K 10 A	6.5	E Gra	24	1515		
Total		84.82 ha			5473 tons	Total	

LOT.2	COMP. NO	AREA ((Ha)	SPECIES	AGE	Est. volume (tons)	Price per ton	Total Price including all cost and vat
1	K 4 A	6.47	E Gra	9	670		
2	K 4 B	2.94	E Gra	10	279		
3	K 5	7.35	E Gra	9	652		
4	K 7	10.1	E Gra	10	1045		
5	K 9	5.83	E Gra	9	517		
6	K 10 B	1.67	E Gra	9	133		
7	K 16	9.41	E Gra	9	834		
8	K 20	17.10	E Gra	9	1401		
Total		60.96 ha			5531 tons	Total	

Period required for commencement of project
after receipt of an official order

.....

Does the offer comply with the specification(s)

Yes / No

If not to specification, indicate deviation(s)

.....

Period required for delivery

.....

Did you submit a Valid Certificate B-BBEE?

*Delivery: Firm / Not Firm

.....

B-BBEE Status Level of Contribution

..... =
(A maximum of 10 points)

Technical enquiries can be directed to:

Mr. Kim Weir

Tel no: (033) 392 7706

Directorate: Commercial Forestry KZN

General enquiries

B Coetzer

Tel. no. 012 319 7816

Email: BenC@daff.gov.za or DikelediL@daff.gov.za

SBD 4

DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes an advertised competitive bid, a limited bid, a proposal or written price quotation). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-

- the bidder is employed by the state; and/or
- the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

2. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

2.1 Full Name of bidder or his or her representative:

2.2 Identity Number:.....

2.3 Position occupied in the Company (director, trustee, shareholder², member):
.....

2.4 Registration number of company, enterprise, close corporation, partnership agreement or trust:
.....

2.5 Tax Reference Number:

2.6 VAT Registration Number:

- 2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / PERSAL numbers must be indicated in paragraph 3 below.

¹"State" means -

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

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

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

2.7.1 If so, furnish the following particulars:

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

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

Position occupied in the state institution:

Any other particulars:

.....

.....

.....

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

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

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

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

.....

.....

.....

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

2.8.1 If so, furnish particulars:

.....

.....

.....

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

2.9.1 If so, furnish particulars.

.....

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

2.10.1 If so, furnish particulars.

.....

.....

.....

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

YES/NO

2.11.1 If so, furnish particulars:

.....

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

[illegible]

4 DECLARATION

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

November 2011

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2011

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2011.

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:

- the 80/20 system for requirements with a Rand value of up to R1 000 000 (all applicable taxes included); and
- **the 90/10 system for requirements with a Rand value above R1 000 000 (all applicable taxes included).**

1.2 The value of this bid is estimated to exceed **R1 000 000** (all applicable taxes included) and therefore the 90/10 system shall be applicable.

1.3 Preference points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contribution.

1.3.1 The maximum points for this bid are allocated as follows:

	POINTS
1.3.1.1 PRICE	90
1.3.1.2 B-BBEE STATUS LEVEL OF CONTRIBUTION	10
Total points for Price and B-BBEE must not exceed	100

1.4 Failure on the part of a bidder to fill in and/or to sign this form and submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or an Accounting Officer as contemplated in the Close Corporation Act (CCA) together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

1.5. The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. DEFINITIONS

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

2.2 **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;

2.3 **"B-BBEE status level of contributor"** means the B-BBEE status received by a measured entity

based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

- 2.4 **"bid"** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- 2.5 **"Broad-Based Black Economic Empowerment Act"** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- 2.6 **"comparative price"** means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
- 2.7 **"consortium or joint venture"** 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;
- 2.8 **"contract"** means the agreement that results from the acceptance of a bid by an organ of state;
- 2.9 **"EME"** means any enterprise with an annual total revenue of R5 million or less .
- 2.10 **"Firm price"** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- 2.11 **"functionality"** means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- 2.12 **"non-firm prices"** means all prices other than "firm" prices;
- 2.13 **"person"** includes a juristic person;
- 2.14 **"rand value"** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- 2.15 **"sub-contract"** means the primary contractor's assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;
- 2.16 **"total revenue"** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on 9 February 2007;
- 2.17 **"trust"** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- 2.18 **"trustee"** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

3. ADJUDICATION USING A POINT SYSTEM

- 3.1 The bidder obtaining the highest number of total points will be awarded the contract.
- 3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts;.
- 3.3 Points scored must be rounded off to the nearest 2 decimal places.

- 3.4 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.
- 3.5 However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.
- 3.6 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

4. POINTS AWARDED FOR PRICE

4.1 THE 90/10 PREFERENCE POINT SYSTEMS

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

90/10

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

Where

P_s = Points scored for comparative price of bid under consideration

P_t = Comparative price of bid under consideration

P_{\min} = Comparative price of lowest acceptable bid

5. Points awarded for B-BBEE Status Level of Contribution

- 5.1 In terms of Regulation 5 (2) and 6 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (90/10 system)
1	10
2	9
3	8
4	5
5	4
6	3
7	2
8	1
Non-compliant contributor	0

- 5.2 Bidders who qualify as EMEs in terms of the B-BBEE Act must submit a certificate issued by an

Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor. Registered auditors do not need to meet the prerequisite for IRBA's approval for the purpose of conducting verification and issuing EMEs with B-BBEE Status Level Certificates.

- 5.3 Bidders other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.
- 5.4 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- 5.5 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.
- 5.6 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 5.7 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.
- 5.8 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

6. BID DECLARATION

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

7. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.3.1.2 AND 5.1

- 7.1 B-BBEE Status Level of Contribution: = (maximum of 10 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or an Accounting Officer as contemplated in the CCA).

8. SUB-CONTRACTING

- 8.1 Will any portion of the contract be sub-contracted? YES / NO (delete which is not applicable)

- 8.1.1 If yes, indicate:

- (i) what percentage of the contract will be subcontracted? %
- (ii) the name of the sub-contractor?
- (iii) the B-BBEE status level of the sub-contractor?
- (iv) whether the sub-contractor is an EME? YES / NO (delete which is not applicable)

9 DECLARATION WITH REGARD TO COMPANY/FIRM

9.1 Name of company/firm

9.2 VAT registration number :

9.3 Company registration number :

9.4 TYPE OF COMPANY/ FIRM

Partnership/Joint Venture / Consortium

One person business/sole propriety

Close corporation

Company

(Pty) Limited

[TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

9.6 COMPANY CLASSIFICATION

Manufacturer

Supplier

Professional service provider

Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

9.7 Total number of years the company/firm has been in business?

9.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contribution indicated in paragraph 7 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- (i) The information furnished is true and correct;
- (ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form.
- (iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- (iv) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a

result of having to make less favourable arrangements due to such cancellation;

- (d) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution

WITNESSES:

1.

.....
SIGNATURE(S) OF BIDDER(S)

2.

DATE:.....

ADDRESS:.....

.....

.....

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

Item	Question	Yes	No
4.1	is the bidder or any of its directors listed on the National Treasury's database as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied.)	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? To access this Register enter the National Treasury's website, www.treasury.gov.za , click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012)326-5445.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		

CERTIFICATION

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

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

I certify, on behalf of: _____ that:

(Name of Bidder)

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

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

³ Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

Js914w 2



agriculture, forestry & fisheries

Department:
Agriculture, Forestry and Fisheries
REPUBLIC OF SOUTH AFRICA

Bid invitation

BID NUMBER: 4.4.12.2/34/15
SUBJECT: Appointment of a service provider for the selling of Gum and Pine Timber at various plantations in the KZN Province for the Department of Agriculture, Forestry and Fisheries.

1. GENERAL BID CONDITIONS

- 1.1 Bids of bidders who failed to complete the bid Terms of Reference in all respects will automatically be disqualified.
- 1.2 Bids of bidders who failed to complete and sign all the bid documentation and/or failed to submit all the required information/documentation as requested in terms of the bid documentation may be disqualified. The recommended bidder(s) may be requested to complete and sign all bid documentation within five (5) working days from date of request. Failure to submit will result in disqualification in the bid.
- 1.3 The bid must therefore either conform to the minimum requirements as set out in this document, or it must be stated clearly how it deviates from these requirements and why. Offers exceeding the minimum requirements of the specification are acceptable.
- 1.4 Bidders must complete all the necessary bid forms and undertakings, which normally or otherwise accompany a government bid. The following forms and terms of reference must be completed and submitted together with the bidder's response to this bid:
 - SBD 1 = Invitation to bid
 - SBD 2 = Tax declaration
 - SBD 3 = Pricing schedule
 - SBD 4 = Declaration of interest
 - SBD 6.1 = Preference points claim form
 - SBD 8 = Declaration of bidder's past Supply Chain Management (SCM) practices
 - SBD 9 = Certificate of Independent Bid Determination
 - Supplier maintenance form
- 1.5 The successful bidder will be required to sign a written contract form (SBD 7). This document will be a binding contract between the successful bidder and the department. No service should be rendered without receipt of an official order issued by the department.
- 1.6 The official forms as per paragraph 1.4 above and the bid specification must NOT be retyped.

- 1.7 This bid is subject to Government Procurement: General Conditions of Contract, which may not be amended.
- 1.7.1 Bids should not be qualified by the bidder's own conditions.
- Failure to withdraw, waive and/or renounce the bidder's own bid conditions, when called upon to do so, may invalidate the bid.
- 1.8 During evaluation of the bids, additional information may be requested in writing from bidders. Replies to such requests must be submitted within five (5) working days or else bids may be disregarded.
- 1.9 The department may **only accept a total ceiling price** for the entire project that must be inclusive of **all** costs (including travel and subsistence expenses). The bidders will not be entitled to claim for travel and subsistence expenses, such items must be included in the bid price.
- 1.10 The department will give preference to bidders that bid firm prices for the entire duration of the contract in terms of this bid. Non-firm prices (including prices that are subject to rates of exchange variations) may be considered if supporting documentation is submitted. **Should the bidder fail to indicate the bid price on the SBD 3 form (Pricing schedule), the bid may be regarded as invalid.**
- 1.11 The department will not be held liable for any expenses incurred by bidders in preparing and submitting bids. See paragraph 3.1 of the General Conditions of Contract.
- 1.12 The department reserves the right to appoint more than one bidder, depending on conditions of the bid.
- 1.13 The department hereby chooses the following street address as its *domicilium citandi et executandi* for the purpose of serving notices and legal documentation:

Street address

Agriculture Place
20 Steve Biko Road
ARCADIA
Pretoria
0007

- 1.14 Bidders are encouraged to register on the Department of Agriculture, Forestry and Fisheries' supplier database. Application forms must be submitted to:

Postal address

The Deputy Director: Demand and Acquisition Management
Department of Agriculture, Forestry and Fisheries
Private Bag X250
PRETORIA
0001

Hand delivery

The Deputy Director: Demand and Acquisition Management
Department of Agriculture, Forestry and Fisheries
20 Steve Biko Road (cnr Soutpansberg Road and Steve Biko Road)
Agriculture Place
Room N-GF-10
ARCADIA

Application forms can be obtained at the physical address above or downloaded from the department's website (www.daff.gov.za).

- 1.15 **A valid Tax Clearance Certificate** must be submitted together with the bid. The Tax Clearance Certificate requirements are also applicable to foreign bidders/individuals who wish to submit bids. In cases where **consortiums/joint ventures/subcontracts** are involved, each party must submit a separate Tax Clearance Certificate and a separate SBD 6.1 form (preference points claim form). **The percentage of contract value managed and executed by each party must also be indicated** (see paragraph 8 of the SBD 6.1 form).
- 1.16 Bidders must submit an original and valid B-BBEE Status Level Verification Certificate issued by a verification agency accredited by the South African Accreditation System (SANAS) or registered auditors approved by the Independent Regulatory Board of Auditors (IRBA). Copies of original and valid B-BBEE Status Level Verification Certificates certified at any Commissioner of Oaths office will also be acceptable.
- 1.16.1 Bidders who qualify as Exempted Micro Enterprises (EMEs) (an enterprise with a total annual revenue of R5 million or less, qualifies as an EME) must submit a certificate to substantiate the B-BBEE rating claims issued by:
- (i) Accounting officers as contemplated in section 60(4) of the Close Corporation Act, Act No. 69 of 1984 (CCA); or
 - (ii) Verification agency accredited by SANAS; or
 - (iii) Registered auditors approved by the IRBA.
- 1.16.2 EMEs automatically qualify for B-BBEE status "Level four (4) contributors". EMEs owned by more than 50% black people are regarded to be B-BBEE "Level three (3) status contributors".
- 1.17 Bids submitted by a trust, consortium or joint venture, will qualify for points for a B-BBEE status level as an unincorporated entity, provided that the entity submits a consolidated B-BBEE scorecard.
- 1.18 Public entities and tertiary institutions must also submit B-BBEE Status Level Verification Certificates in terms of the specialised scorecard contained in the B-BBEE codes of good practice.
- 1.19 Bidder(s) may be requested to submit a valid company registration certificate issued by the Registrar of Companies and copies of the ID document(s) of active director(s).

1.20 Enquiries

Bidders are at liberty to discuss any aspect of the bid with the contact persons below:

Technical enquiries	Kim Weir	Tel. 033 392 7700
General SCM enquiries	Ben Coetzer	Tel. 012 319 7816

- 1.21 The successful service provider must supply and deliver goods to the address as indicated in the bid documentation.
- 1.22 The validity period of this bid must be at least 90 days from the closing date of the bid.

2. CONFIDENTIALITY

- 2.1 This bid and all information in connection therewith shall be held in strict confidence by bidders and the use of such information shall be limited to the preparation of the bid. Bidders shall undertake to limit the number of copies of this document.
- 2.2 All bidders are bound by a confidentiality clause preventing the unauthorised disclosure of any information regarding the department or of its activities to any other organisation or individual. The bidders may not disclose any information, documentation or products to other clients without the written approval of the Director-General or the delegated official.

3. COPYRIGHT

- 3.1 Copyright of all documentation in relation to this bid belongs to the department. The successful bidder may not disclose any information, documentation or products to other clients without the written approval of the Director-General or the delegated official.

4. PAYMENTS

- 4.1 The successful bidder must pay an upfront payment to the Department to an amount of 10% for harvested timber per load before removing it from the property. No timber may be removed from the premises of the Department unless paid for, meaning payments of 10% of the value of the timber to be removed must be made before removal of the timber (proof of payment must be submitted). Before the next loads of harvested timber are removed the balance of the first load (the remaining 90%) must be paid in full. This implies that the successful bidder shall work on a cash advance basis and under no circumstances remove any timber from the premises of the Department unless payment has been received."
- 4.2 Failure to comply with this provision will result with the agreement being terminated.

5. NON-COMPLIANCE WITH DELIVERY TERMS

As soon as it becomes known to the contractor that he will not be able to perform the services within the agreed time/or delivery period and/or against the quoted price

and/or as specified in the contract, the department must be given immediate written notice to this effect. The department reserves the right to implement remedies as provided for in paragraph 22 of the General Conditions of Contract.

6. RETENTION

- 6.1 On termination of this agreement, the contractor shall on demand, hand over all documentation, information, etc. to the department without the right of retention.
- 6.2 No agreement to amend or vary a contract or order or the conditions, stipulations or provisions thereof shall be valid and of any force and effect unless such agreement to amend or vary is entered into in writing and signed by the contracting parties. Any waiver of the requirement of the agreement to amend or vary conditions shall be in writing.

7. EVALUATION TEAM

The department will appoint an evaluation team to evaluate the bid submissions. The team will make recommendations to the Bid Adjudication Committee.

8. EVALUATION OF BIDS ON A POINTS SYSTEM

Bids will be evaluated on the following basis:

8.1 Phase 1: Compliance with minimum bid requirements

- 8.1.1 All bids duly lodged will be evaluated to determine compliance with the bid requirements and conditions. Bids with obvious deviations from the bid requirements/conditions and not acceptable to the evaluation committee will be eliminated from the adjudication process, i.e. will not be shortlisted.

8.2 Phase II: Price

- 8.2.1 Only bidders/service providers who met all the minimum requirements in terms of paragraph 8.1.1 above will be brought on a comparative price basis in terms of the applicable preference point system prescribed in the Preferential Procurement Regulations 5 and 6 of 2011 as indicated in the SBD 6.1 form.

8.3 Phase III: Awarding of bid

- 8.3.1 The recommended bidder/service provider will usually be the bidder/ service provider scoring the highest number of points.

9. LATE BIDS

All completed documentation must be returned to the Department of Agriculture, Forestry and Fisheries before 11:00 on 23 October 2015. The location of the drop off is: Agriculture Place, Tender Receipt Office, Tender Box, Room A-GF-06.

Bids received late shall not be considered. The bidding box shall be locked at exactly **11:00**. The closing time will be in accordance with Telkom time (1026).

Bidders are therefore advised to ensure that bids are dispatched allowing sufficient time for any unforeseen events that may delay the delivery of the bid and time to access the premises because of security arrangements when entering the department's gate.

10. FRAUD AND CORRUPTION

All prospective bidders should take note of the implications of contravening the Prevention and Combating of Corrupt Activities Act, Act No. 12 of 2004 and any other act applicable.

11. THE DEPARTMENT RESERVES THE RIGHT TO REJECT OR CANCEL BIDS

Bids can be cancelled for any of the following reasons:

- 11.1 If the bidder has committed a proven corrupt or fraudulent act in competing for a particular contract.
- 11.2 If the bidder or any of its directors have:
 - (i) Abused the SCM system of any government department.
 - (ii) Failed to perform any previous contract and the proof thereof exists.
 - (iii) Restricted from doing business with the public sector if such a bidder obtained preferences fraudulently or if such bidder failed to perform on a contract based on the specific goals.
 - (iv) If there is proof of fraud or any other improper conduct in relation to such system.

12. THE DEPARTMENT RESERVES THE RIGHT NOT TO ACCEPT ANY BID FOR ANY REASON IT MAY REGARD AS NECESSARY.

**TERMS OF REFERENCE APPLICABLE FOR THE SALE OF PINE AND GUM TIMBER
FROM PLANTATIONS IN KWAZULU NATAL**

1. INTRODUCTION

- (a) This bid represents the requirements of the Department of Agriculture, Forestry and Fisheries for the sale of approximately 189300 m³ pine timber and 166300 tons of Gum timber from the KZN Plantations.
- (b) Harvesting and removal of the timber will take place within one year after the tender has been awarded.
- (c) Any exploitation beyond the allocated lots will be deemed to be unauthorised and will result in recovery of all losses on the part of the seller plus surcharges.

NOTE: Bidders must offer a price per cubic meter per lot for all the Pine timber and per ton for all the Gum timber on the tender form provided in the pricing schedules.

2. SCOPE

2.1 Tenders are invited for the sale of the timber scheduled below.

LOTS

TENDERERS SHOULD PLEASE NOTE THAT THE FIRST PREFERENCE ON THIS BID WILL BE GIVEN TO BIDDERS WHO RESIDE WITHIN THE BOUNDARIES OF KZN.

SOKHULU PLANTATION: PINE COMPARTMENTS

LOT.1	COMP. NO	AREA ((Ha)	SPECIES	AGE	Est. volume (m3)
1.	A 25	32.05	P. Ell	27	5049
2.	A 11 A	1.92	P. Ell	28	324
3.	A 11 B	1.58	P. Ell	26	232
4	B 14	100.34	P. Ell	27	14413
Total		135.89			20018 m3

SOKHULU PLANTATION: GUM COMPARTMENTS

LOT.1	COMP. NO	AREA ((Ha)	SPECIES	AGE	Est. volume (tons)
1	A 17	0.83	E Gra	12	143
2	B 9	9.32	E Gra	12	1601
Total		10.15			1744 tons

NKONISA PLANTATION: PINE COMPARTMENTS

LOT.1	COMP. NO	AREA ((Ha)	SPECIES	AGE	Est. volume (m3)
1	A 1 A	6.84	P. Tae	27	2852
2	A 3 A	3.33	P. Tae	25	1422
3	A 4 A	8.52	P. Tae	25	3695
4	A 13	22.73	P. Tae	29	7237
5	A 16	7.9	P. Tae	28	2464
6	A17	14.15	P. Tae	29	4469
7	B 1	13.46	P. Tae	27	4928
8	B 2	13.56	P. Tae	27	4965
Total		90.49 ha			32032 m³

DAFF BID: 4.4.12.2/34/15

SUBJECT: Appointment of a service provider for the selling of Gum and Pine Timber at various plantations in the KZN Province for the Department of Agriculture, Forestry and Fisheries.

NKONISA PLANTATION: PINE COMPARTMENTS

LOT.2	COMP. NO	AREA ((Ha)	SPECIES	AGE	Est. volume (m3)
1	B 3 A	3.18	P. Tae		1085
2	B 3 B	0.7	P. Tae		275
3	B 4	17.97	P. Tae		6488
4	B 6	0.96	P. Tae		358
5	B 7 A	7.54	P. Tae		2548
6	B 8	7.84	P. Tae		2482
7	B 10	6.54	P. Tae		2178
8	B 11	6.6	P. Tae		1526
9	B 13	3.55	P. Tae		1401
10	C 1 A	4.19	P. Tae		549
11	C 2	5.92	P. Tae		1616
12	C 3	9.26	P. Tae		2827
13	C 4	10.22	P. Tae		3120
Total		84.47 ha			26453 m3

QHUDENI PLANTATION: PINE COMPARTMENTS

LOT.1	COMP. NO	AREA ((Ha)	SPECIES	AGE	Est. volume (m3)
1	A 3	7.06	P. Pat	28	3260
2	A 4	3.51	P. Pat	30	1593
3	A 5	8.43	P. Pat	30	3995
4	A 6	0.81	P. Pat	28	251
5	A 7	13.7	P. Pat	28	6993
6	A 8	4.16	P. Pat	30	1819
7	A 9	9.2	P. Pat	30	6327
8	A 10	8.33	P. Pat	29	2721
9	A 16	2.71	P. Pat	29	1328
10	A 17	11.65	P. Pat	29	5179
Total		69.56 ha			33466 m3

LOT.2	COMP. NO	AREA ((Ha)	SPECIES	AGE	Est. volume (m3)
1	A 19	2.21	P. Pat	26	599
2	A 23	12.25	P. Pat	32	14907
3	A 25	1.6	P. Pat	30	1277
4	A 47	10.91	P. Pat	28	1660
5	A 49	9.96	P. Pat	25	2528
6	A 51	9.92	P. Ell	35	2872
7	A 52	1.9	P. Pat	30	963
8	A 57	21.07	P. Pat	65	12818
Total		69.82 ha			37624 m3

QHUDENI PLANTATION: GUM COMPARTMENTS

LOT.1	COMP. NO	AREA ((Ha)	SPECIES	AGE	Est. volume (tons)
1	A 21	10.98	E. Gra	56	18776
2	A 26 A	0.8	E. Gra	56	316
3	A 31	0.92	E. Gra	56	229
4	A 39	0.42	E. Gra	56	1341
Total		13.12 ha			20662 tons

KWAGUBESHE PLANTATION: PINE COMPARTMENTS

LOT.1	COMP. NO	AREA ((Ha)	SPECIES	AGE	Est. volume (m3)
1	A 1 A	7.38	P. Pat	26	1101
2	A 1 B	3.36	P. Pat	30	630
3	A 2	12.23	P. Pat	28	1930
4	A 4 A	14.26	P. Pat	27	2132
5	A 5 A	14.66	P. Pat	31	2916
6	A 5 B	8.33	P. Pat	30	1467
7	A 6 A	13.71	P. Pat	29	2284
8	A 7 A	14.11	P. Pat	30	2646
Total		88.04 ha			15106 m3

LOT.2	COMP. NO	AREA ((Ha)	SPECIES	AGE	Est. volume (m3)
1	B 1 A	8.8	P. Pat	37	2266
2	B 4	15.17	P. Pat	25	2336
3	B 6 A	4.05	P. Pat	37	988
4	B 8	13.37	P. Pat	29	2355
5	C 9 D	1.23	P. Pat	34	272
6	C 10 C	3.6	P. Pat	34	1007
7	G 1	21.06	P. Pat	34	4656
8	G 2	11.5	P. Pat	27	1741
Total		78.78 ha			15621 m3

KWAGUBESHE PLANTATION: GUM COMPARTMENTS

LOT.1	COMP. NO	AREA ((Ha)	SPECIES	AGE	Est. volume (tons)
1	C 6 A	11.41	E. Gra	27	3617
2	C 7 A	10.28	E. Gra	28	3506
3	C 7 C	5.66	E. Gra	10	794
4	C 10 A	1.82	E. Fas	30	478
5	C 14 B	6.77	E. Gra	16	1675
Total		35.94			10070 tons

LOT.2	COMP. NO	AREA ((Ha)	SPECIES	AGE	Est. volume (tons)
1	D 1	4.83	E. Mixed	6	43
2	D 2	11.4	E. Mixed	6	102
3	D 3	5.97	E. Mixed	6	54
4	D 4	13.48	E. Mixed	6	121
5	D 5	10.37	E. Mixed	6	93
6	D 6	10.61	E. Mixed	6	138
7	D 7	6.61	E. Mixed	6	59
8	D 8	11.16	E. Mixed	6	145
9	D 9	15.02	E. Mixed	6	135
10	D 10	12.69	E. Mixed	6	114
11	D 11	9.09	E. Mixed	7	118
12	D 12	2.33	E. Mixed	10	93
13	D 14	6.26	E. Mixed	10	249
14	D 16	3.72	E. Mixed	6	33
15	F 7 B	11.48	E. Mixed	18	2677
16	G 3 B	16.03	E. Mixed	17	3839
17	G 4 B	15.36	E. Mixed	30	2880
Total		166.41 ha			10893 tons

HLOKOZI PLANTATION: GUM COMPARTMENTS

LOT.1	COMP. NO	AREA ((Ha)	SPECIES	AGE	Est. volume (tons)
1	A 16	2.46	E Gra	10	345
2	A 17	3.73	E Gra	10	661
3	A 18	13.54	E Gra	10	2398
4	B 5 A	15.47	E Gra	13	3006
5	B 6 B	8.01	E Gra	13	1557
6	B 7	10.92	E Gra	13	2292
7	B 8	8.77	E Gra	14	1841
8	B 9 B	14.16	E Gra	12	2530
9	B 12	2.94	E Gra	16	617
10	B 17	11.36	E Gra	10	1594
11	B 19	11.18	E Gra	10	1568
12	B 21 A	11.79	E Gra	12	2095
13	B 22	12.25	E Gra	13	2381
14	B 26	15.46	E Gra	12	3005
15	C 2	13.8	E Gra	11	2195
16	C 3	24.96	E Gra	11	4436
Total		180.8 ha			32521 tons

LOT.2	COMP. NO	AREA ((Ha)	SPECIES	AGE	Est. volume (tons)
1	C 4	15.54	E Gra	11	2762
2	C 6	15.58	E Gra	11	2416
3	C 7	11.9	E Gra	11	1892
4	C 8	15.58	E Gra	11	2416
5	C 9	13.93	E Gra	11	1954
6	C 10 A	7.12	E Gra	11	1261
7	D 3	10.01	E Gra	11	1779
8	D 5	11.15	E Gra	11	1773
9	E 2	10.26	E Gra	11	1632
10	E 17	19.89	E Gra	11	4175
11	E 19 B	29.56	E Gra	11	5745
12	E 22 B	13.3	E Gra	11	2364
Total		173.82 ha			30169 tons

LOT.3	COMP. NO	AREA ((Ha)	SPECIES	AGE	Est. volume (tons)
1	A 7	11.53	E Gra	20	3141
2	A 9	24.56	E Gra	19	6463
3	A 11	16.84	E Gra	19	4547
4	A 13	31.8	E Gra	19	8587
5	A 15 A	22.03	E Gra	19	5949
6	A 15 B	9	E Gra	19	2156
7	A 22	8.65	E Gra	18	2238
8	A 23	15.1	E Gra	18	3907
9	B 9 A	15.56	E Gra	18	4202
10	B 10	8.25	E Gra	18	2171
11	B 11 B	0.59	E Gra	18	159
12	B 18	9.72	E Gra	19	2482
13	B 25	12.43	E Gra	18	3265
Total		186.06 ha			49267 tons

LOT.4	COMP. NO	AREA ((Ha)	SPECIES	AGE	Est. volume (tons)
1	C 1 A	15.16	E Gra		3922
2	C 13 A	16.58	E Gra		4290
3	C 15	20.59	E Gra		5327
4	D 1	22.02	E Gra		5697
5	D 2	7.02	E Gra		1896
6	D 6	11.24	E Gra		2908
7	E 4 A	13.47	E Gra		3545
8	E 9	15.02	E Gra		3716
9	E 13	14.31	E Gra		3159
10	E 14	23.89	E Gra		5637
11	E 16	14.56	E Gra		3602
Total		173.86 ha			43699 tons

SUMMERFIELD PLANTATION: GUM COMPARTMENTS

LOT.1	COMP. NO	AREA ((Ha)	SPECIES	AGE	Est. volume (tons)
1	A 3 D	3.7	E Gra	11	489
2	A 5 A	2.9	E Gra	9	260
3	A 7 A	9.5	E Gra	9	993
4	A 7 B	4.4	E Gra	9	460
5	A 9 B	7.6	E Gra	9	681
6	A 11 A	5.3	E Gra	14	840
7	A 12	9.5	E Gra	13	1385
8	A 13	10.1	E Gra	12	1472
9	A 15	8.7	E Gra	11	1149
Total		61.7 ha			7729 tons

MBIZWENI PLANTATION: PINE COMPARTMENTS

LOT.1	COMP. NO	AREA ((Ha)	SPECIES	AGE	Est. volume (m3)
1	F 41	30.55	P. Ell	25	5208
2	F42	22.16	P. Ell	25	3779
Total		52.71 ha			8987 m3

RONDEDRAAI PLANTATION: GUM COMPARTMENTS

LOT.1	COMP. NO	AREA ((Ha)	SPECIES	AGE	Est. volume (tons)
1	K 11	5.75	E Gra	5	46
2	K 12	5.32	E Gra	9	148
3	K 13	9.12	E Gra	5	118
4	K 14 A	2.62	E Dunnii	15	109
5	K 21	8.1	E Gra	9	226
6	K 22	7.2	E Mix	23	526
7	K 23	12.3	E Gra	23	898
8	K 24	26	E Gra	17	1537
9	K 19 A	1.91	E Gra	16	350
10	K 10 A	6.5	E Gra	24	1515
Total		84.82 ha			5473 tons

LOT.2	COMP. NO	AREA ((Ha)	SPECIES	AGE	Est. volume (tons)
1	K 4 A	6.47	E Gra	9	670
2	K 4 B	2.94	E Gra	10	279
3	K 5	7.35	E Gra	9	652
4	K 7	10.1	E Gra	10	1045
5	K 9	5.83	E Gra	9	517
6	K 10 B	1.67	E Gra	9	133
7	K 16	9.41	E Gra	9	834
8	K 20	17.10	E Gra	9	1401
Total		60.96 ha			5531 tons

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

2.3 Bidders must offer a price per cubic meter for Pine and per ton for Gum per Lot for all the timber in a lot on the tender form or pricing schedule SBD 3.

2.4 Timber will be sold on a standing basis. For the purposes of the sale the term **STANDING** is defined as follows: The purchaser shall undertake harvesting and extraction activities on his/her own expense, but within the conditions relating to state forest land as summarised in 2.5. Below. All trees shall be felled by the purchaser at 15 cm stump height above mineral soil or where it can't be done as low as practically possible. When timber is sold standing, delivery shall be regarded, as having taken place at the sellers right of ownership and the risk having transferred to the purchaser as soon as the trees to be removed, have been pointed out to the purchaser.

2.5 The following harvesting on state land will apply :

		COMPLY		
		YES	NO	REMARKS
2.5.1	SERVICE REQUIREMENTS: CONDITIONS			
2.5.1.1	Bidders must be involved in the timber industry			
2.5.1.2	Bidders must also have the capacity to harvest and transport the timber themselves or by a recognized contractor.			
2.5.1.3	Bidders must be able to finance the harvesting operation.			
2.5.1.4	Bidders must possess the ability to work according to the standards specified by DAFF.			
2.5.1.5	The bidder shall undertake to remove all the utilizable products by the end on completion of the project, failing this, a penalty of 20% will be levied on the total tendered price, for which he will be liable.			

		COMPLY		
		YES	NO	REMARKS
2.5.1.6	Bidders must be able to pay their workers monthly and pay them according to the standards required by the Department of Labour.			
2.5.1.7	Bidders will on a monthly basis report on the following Operational Aspects <ul style="list-style-type: none"> • Production(Volumes harvested, Productivity, Compartments planned for the following month, Product breakdown i.t.o volume) • Actual vs Planned harvesting costs • Safety Aspects (HIRA and Control Measures, Incidents including near misses, safety meetings) • Labour (Turnover, employee relations issues) • Environmental management aspects including issues related to the public. 			
B	MOVEMENT OF PRODUCE IN COMPARTMENTS: RULES TO PROTECT THE GROWING SITE			
	GENERAL: RULES APPLICABLE			
B1	A truck built for the highway is not regarded as a forwarder.			
B2	No additional excavation, or roads, will be constructed on growing sites. Any additional roads must be part of the approved infrastructure for the area. <u>This condition does not hold for compartment C66 where some form of access must be created due to a stream without a crossing.</u> The successful bidder and the DAFF Contract Manager must agree to the temporary construction of a crossing and which must be demolished after completion of the contract by the successful bidder and at his/her cost.			
B3	No truck or loading apparatus will move off the running surface of a road.			
B4	No 2-wheel drive loggers or loaders will be allowed on growing sites.			
B5	No movement of equipment will be allowed in wet conditions when the higher moisture content causes a lubrication situation that causes rut development of more than 30cm depth and 20 m long.			

		COMPLY		
		YES	NO	REMARKS
B6	All slopes over 25° inclination must not be traversed by wheeled equipment but must be harvested by lifting with cable equipment (skyline under tension). Tracked units may be used up to 30° slope if safe.			
B7	All sensitive areas like wet vleis and sponges and rivers must be avoided. Movement of material must be down the slope on top of ridges. Uphill movement is acceptable where no base road exists or where skidding distance does not exceed 50 metres.			
B8	Contractors should have background knowledge of chapter 5 of the South African Harvesting Code of Practice as published by FESA where applicable to realise the importance of proper conservation practices.			
B9	All skid routes should be covered and protected after use by erecting water barriers to avoid further erosion. This work must be done to the satisfaction of the grower or supervised by the grower.			
B10	No equipment leaking fuel or lubricants will be allowed on growing sites.			
B11	No equipment causing an abnormal volume of polluted air will be allowed at the working place. (A large % of unburned fuel smells badly and oil burned, colours fumes.)			
B12	No equipment that might cause a possible fire hazard will be allowed at the working place. Spark arresters should be fitted to all moving equipment that is non-turbo-charged.			
B13	All equipment intended to take part in an operation must be available for inspection beforehand.			
B14	Idling causes vibration and thus compaction. No idling of machines infield will be allowed during rests or waiting periods longer than five minutes. Before harvesting starts in a compartment, the grower must be presented with a harvesting plan on a topographical map of a scale not <1:5000 Depicting the following: (a) Felling direction and pattern.			
	(b) Skid roads or cable passages layout and direction of travel.			
	(c) Presentation areas (landings) on roads.			

		COMPLY		
		YES	NO	REMARKS
	(d) Direction of loads' movement i.e. transport direction and route.			
	(e) Conversion site (if applicable) .			
	(f) Special Management Zones (i.e. ASI's, HCV sites, No-Go-Zones, Indigenous Forest, Riparian Zones, Vlei's, bogs and marshes etc.).			
	The harvesting plan must be approved by Contract Manager before harvesting commences.			
B15	All products must be removed simultaneously with the first and only operation. No second operation onto the area will be allowed. Very special circumstances that require deviation of this specification must be arranged with the contract manager. Where another buyer is involved for smaller or waste products, on road delivery must be negotiated.			
B16	SPECIAL RULES RELATING TO SKIDDING OF PRODUCTS			
B16.1	All skidding units will be constant 4x4 wheeled driven or tracked driven.			
B16.2	Skidding by wheel drive units will only be allowed up to 20° slope.			
B16.3	Skidding by track units will only be allowed up to 30° slope.			
B16.4	No turning of units in field on slopes steeper than 15° will be allowed.			
B16.5	Skidding units must be provided with winches with winch rope reach distances of not less than 50 metres at all times unless a grapple skidder/s is/are used.			
B16.6	Skidding units must use the same skid roads and must make use of a dedicated track system that will not exceed a track to area ratio of more than 4% in any circumstances			
B17	RULES RELATING TO FORWARDING OR CARRYING OF PRODUCTS			
B17.1	Only forwarders with all-wheel drive will be allowed.			
B17.2	Only areas of less than 10° slopes will be forwarded.			

		COMPLY		
		YES	NO	REMARKS
B17.3	Forwarders must stay on the same tracks and must not exceed a track to area ratio of more than 6%.			
C	MOVEMENT OF MATERIALS ON ROADS			
C1	Movement of trucks and machines in too wet conditions will be prohibited. All roads will be regarded as closed immediately after precipitation of 25mm or more at one time. If roads are needed urgently the DAFF contract manager can make a decision in some cases depending on weather conditions.			
C2	Abnormal damage to road surfaces and loading sites will not be allowed and must be rehabilitated at bidders expense.			
C3	Drainage channels and drainpipe inlets must be kept clean at all times. Material stacked over side drains must be stacked on crossbars allowing enough water passage.			
C4	Axle loads must be within normal road regulation specification.			
C5	Width, height and length of loads must be within normal road regulation specification.			
C6	No abnormal loads will be allowed - only vehicles acceptable to and in roadworthy condition will be allowed.			
C7	Only roads indicated by the DAFF contract manager will be used.			
C8	Vehicles will only move on the running surfaces and nowhere else.			
C9	Only turning places constructed as such will be used to turn or if the DAFF contract manager allows such places.			
C10	No vehicles will be allowed outside road reserves or otherwise if not so agreed.			
C11	All road users are using roads at their own risk and will be responsible for any damage incurred to their property.			
C12	The full running surface will be used and the forming of "middle-mannetjies" must be avoided.			

		COMPLY		
		YES	NO	REMARKS
C13	Recovery of trucks, tractors and equipment will be at the owner's costs.			
C14	Note: The grower cannot assist with the recovery of transport as it does not have the necessary equipment to do so.			
C15	Loaded vehicles should preferably where possible move downhill when loaded on indicated circle routes.			
C16	Vehicles must not exceed 20kPH when loaded on limited sight distances. A speed of 40 kilometres per hour on other roads should not be exceeded.			
C17	No vehicles must be left at any time in such a way that traffic is blocked or it may cause dangerous conditions.			
C18	No spillage of fuel or lubricants will be allowed.			
C19	Only authorised operators and drivers with legal licences and permits will be allowed.			
C20	No persons under the influence (of alcohol or drugs) will be allowed on site.			
C21	All loads should be loaded and fastened according to safety requirements. (SABS)			
C22	No wooden stanchions will be allowed as this is unsafe and not in line with modern practices and Road Regulations.			
C23	Only non-articulating vehicles and trucks will be allowed on roads. (Special permission will be granted for other types if feasible).			
C24	Vehicle's headlights must be switched on while driving.			
C25	All moving machines and tractors will be provided with an amber rotating light, switched on while working.			
C26	The standard of road will be according to a standard that the land owner accepts as sufficient.			

		COMPLY		
		YES	NO	REMARKS
C27	After harvesting if it is deemed necessary a light corrective blading with a grader, opening of side drains, culverts and crossdrains must be done as part of rehabilitation of roads used during harvesting at bidders expense.			
C28	The successful bidder must pay an upfront payment to the Department to an amount of 10% for harvested timber per load before removing it from the property. No timber may be removed from the premises of the Department unless paid for, meaning payments of 10% of the value of the timber to be removed must be made before removal of the timber (proof of payment must be submitted). Before the next loads of harvested timber are removed the balance of the first load (the remaining 90%) must be paid in full. This implies that the successful bidder shall work on a cash advance basis and under no circumstances remove any timber from the premises of the Department unless payment has been received."			
C29	Failure to comply with this provision will result with the agreement being terminated.			
D	PROTECTION OF OTHER INFRASTRUCTURE			
D1	Any damage caused to fences, powerlines, pipes, phonelines, radio equipment, water furrows sewerage pipes as a result of the activities of a contractor, will be claimed by the department from the said contractor. Should the infrastructure belong to a third party, such as inter alia the Municipality, Spoornet etc damage caused will be a matter between the parties and not involve DAFF.			
D2	The handling of produce within a treelength of any sensitive infrastructure will only occur under the supervision of the DAFF contract manager or a person authorised by him.			
D3	No handling or loading will take place within 50m from a live powerline.			
D4	All equipment used by a contractor takes place at his own risk.			
D5	Claims against a contractor will be considered where any equipment of the State is damaged (if negligence is applicable).			
D6	If severe negligence occurs or an abnormal performance is carried out, persons involved will be asked to leave the property or the contract may be cancelled.			

		COMPLY		
		YES	NO	REMARKS
E	SAFETY AND SECURITY MEASURES			
E1	Any new arrivals on the plantation site must introduce themselves to the DAFF manager. Operations will only start after the said manager has been notified and he/she is satisfied with the conditions all-round.			
E2	No fires will be allowed.			
E3	All operations where internal combustion powered machines are involved, must be provided with effective fire extinguishing apparatus .			
E4	Blocking of roads must be minimised and limited to passage described in Section F.			
E5	All workers must be provided and must wear protective clothing in an effective way to the satisfaction of the DAFF manager.			
E6	All operations must be provided with effective warning and safety signs in all four main directions.			
E7	All separate operations must be at least 3 treelengths from each other except where skidding and stacking work is concerned			
E8	No product presentation must be closer than 300m to a road transport operation on the same contour road. (Traffic must not interfere with presentation on roadside.) unless inevitable and otherwise agreed by all involved parties i.e. different contractors on the larger site and working in different compartments.			
E9	No load transport may cross a landing site where operations are active unless unavoidable and in which case preference must be given to transport and/or loading. The involved parties must communicate their arrangement with the contract manager.			
E10	No spillage of fuel or lubricants will be allowed.			
E11	No single person must work outside audible shout distance from another.			
E12	All equipment and human power must be used within its working and strength capacity.			
E13	All equipments must be in good working order.			

		COMPLY		
		YES	NO	REMARKS
E14	All felling and debranching must take place close to each other, on the same contour and not down a straight line on the slope, with one above or below each other.			
E15	At least one member of any team must be trained in "Buddy-Aid" and formerly appointed by contractor.			
E16	The Following operations may not go ahead when the fire danger rating system depicts the following: >65 No Felling >75 No Extraction, Conversion and Stacking >80 No Transport and Loading. On days higher than >60 no hot work(any hot work must be authorised by manager) will be allowed.			
E17	All work must done according to approved work procedures and practices as is current in the forestry industry.			
E18	Safety inspections by a checklist must be done on a weekly basis by a duly elected, trained and appointed SHE representative.			
E19	All operations must on an on-going basis be preceded by a HIRA and corrective measures be implemented when identified.			
E20	Monthly Safety Meetings must be done with workers.			
F	PRESENTATION OF PRODUCTS ON ROAD SIDE			
F1	All routes must be kept open to traffic. A minimum width of 3m is needed on straight sections and a minimum of 4m on bends. The following deviations can be allowed only during normal working hours (a) Where felling is done next to roads; roads may be closed for 2 hours for every 4 hours. (b) Where other operations are taking place roads may be closed for 20 minutes for every hour worked.			
F2	Sorting will be done as required. In these cases openings of 1m must be allowed in-between stacks. All timber must be stacked parallel to the road. Material shorter than 2,4m may be stacked perpendicular to the road in some special cases.			

		COMPLY		
		YES	NO	REMARKS
F3	Equipment used for sorting and stacking must cause minimum damage to the road surface. Only wheeled units will be allowed. (Stationary = all weather. Moving = up to lubrication stage.) NOTE: Lubricating stage = Wetter than optimum moisture content.			
F4	All stacks must be stable to avoid the movement of materials onto the road surface or collapsing of stacks. NOTE: On downhill side, on steep slopes or roads, stacks must be supported by properly planted stanchions or supports.			
F5	Side drains must be bridged to avoid build-up of surface flow.			
F6	All additional road maintenance as a result of poor landing organisation will be invoiced and claimed from the buyer or service provider.			
F7	No products will be stacked further than 5m from the road running surface.			
F8	No produce should be left lower than 0,5m beneath the road surface level.			
F9	No waste material should be introduced amongst products.			
F10	A landing on roadside must not be disbanded to move to another landing if it is not properly utilised and filled to capacity over a 100m distance.			
F11	No more than 2 landings will be allowed on the same contour road per compartment.			
F12	No side drains, side cuttings, fillings must be damaged by loading and sorting equipment. All road vehicles must stay on the road surface.			
F13	No stacking, sorting and loading will be allowed closer than 5m of Special Management Zones.			
G	DISCIPLINE AND AUTHORISED PERSONS IN A SUPERVISING CAPACITY			
G1	Each operation must be planned and supervised by a proper authorised responsible person for at least 2 days per week. This person must be a competent person, properly trained with at least 4 years applicable experience in the specific field he is carrying out on state land.			

		COMPLY		
		YES	NO	REMARKS
G2	A full-time first line supervisor must be present at each operation. This person must have at least 2 years' experience, skills and knowledge of the specific tasks involved.			
G3	Labour and operations: No unauthorised person will be allowed infield or on the working site. The site will not be used for training purposes. Only labour that is suitably skilled by a seta accredited institution that fits into or that is adaptable to the local culture should preferably be used.			
G4	Discipline: All persons on site will be utilised for emergency services such as injuries, violence, floods or fire protection. Any persons behaving not normally will be asked to leave the working site or premises. All persons must adhere to local procedures, rules and arrangements according to regulations in the Forests Act and according to the decision of the seller's contract manager.			
G5	Any work executed unprofessionally will result in the cancellation of the contract. The contractor may be held responsible for any additional costs or losses caused by such a cancellation.			
G6	All introduced persons (supervisors and labour) must be properly presented to meet the DAFF Contract Manager and the role of each must be explained during operations.			
G7	All supervisory personnel from successful bidders must at all times be able to communicate with their principals and the Contract Manager by means of electronic communication systems in cases of emergencies.			
H	INFLUENCE OF OPERATIONS ON SECONDARY WORK LIKE REGENERATION			
H1	No harvested forest products may be left on growing sites for periods longer than 3 months e.g. for debarking or drying purposes.			
H2	Waste material must be broadcast in compartments.			
H3	Crowns not utilised must be broken-up to a maximum of 2m lengths while material is still green or freshly cut.			
H4	All waste near running surfaces of roads must be spread to at least 10m from the side of the nearest running surface.			

		COMPLY		
		YES	NO	REMARKS
H5	The sale of the timber indicated above shall, apart from the stipulations of the bid notice, also be subject to additional conditions of sale, as contained in "The terms of reference" attached to this bid. The submission of a bid will also be regarded as acceptance by the bidder of the additional conditions of sale.			
H6	<p>Bidders are also requested to submit the following information as part of their bid (A separate company profile must be submitted in cases where consortiums/joint ventures/sub-contracts are involved.)</p> <p>(a) Company background: Date established names and directors, affiliated to groups.</p> <p>(b) Infrastructure: Address of main offices and list of branch and technical support offices.</p> <p>(c) Expertise: Similar contracts executed (track record) with references of at least one (1) client. The name of the company, nature of contract, contact persons and contact details must be submitted as part of the bid.</p> <p>(d) It is expected that the successful bidder will adhere to all Labour and Safety laws</p>			
H7	<p>Did the bidder complete all the bid forms (Pricing schedule), Terms of reference and submitted all the required documentation/valid Tax Clearance Certificate? (See paragraph 1.1 to 1.12 of the special conditions of bid and the directives.)</p> <p>Ensure that all relevant documentation are completed in full, signed and submitted.</p> <p>NB! Failure to include the above information together with the bid document on the closing date and time will invalidate the bid.</p>			
I	CHECKLIST			
	Ensure that all relevant documentation are completed in full and signed before submission:			
	1. Terms of Reference;			
	2. SBD 1 form;			
	3. SBD 2 form (valid Tax Clearance Certificate);			
	4. SBD 3 form;			

		COMPLY		
		YES	NO	REMARKS
5.	SBD 4 form;			
6.	SBD 6.1 form;			
7.	SBD 8 form;			
8.	SBD 9 form;			
9.	Supplier maintenance form (only applicable if the department is not in possession of valid banking details for a service provider/supplier);			
10.	Company registration document;			
11.	Copies of ID documents for directors.			
12.	Company background: date established names and directors affiliated to group			
13.	Infrastructure: the names, physical and postal addresses, telephone and fax numbers of the regional and headquarters offices			
14.	Expertise: similar contracts executed (track record) with one references. The bid provides a clear information on previous, relevant projects that the bidder has the required experience and success track record			
15.	Work plan: bidders must include a work plan with the budget reflecting all cost as per proposal in their bid. Failure to submit the work plan with budget containing a cost (as per proposal) together with the bid result in the bidders bid to be viewed as invalid and therefore rejected. The following information must be included in the work plan			
	A. An Implementation schedule for the project (including time frames).			
	B. A budget indicating a through breakdown of the project cost			
	NB! Failure to include the above information together with the bid document on the closing date and time will invalidate the bid.			

I/we, the undersigned, declare that the information furnished is true and correct and warrants that he/she is duly authorised to sign on behalf of the company.

NAME AND CAPACITY: _____
SIGNATURE OF BIDDER

DATE _____

NAME OF COMPANY: _____

DAFF BID: 4.4.12.2/34/15

SUBJECT: Appointment of a service provider for the selling of Gum and Pine Timber at various plantations in the KZN Province for the Department of Agriculture, Forestry and Fisheries.



THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

July 2010

GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

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

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

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

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General Conditions of Contract

1. Definitions

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

RSA.

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

obligations of the supplier covered under the contract.

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

2. Application

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

3. General

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

4. Standards

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

5. Use of contract documents and information; inspection.

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

6. Patent rights

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

7. Performance security

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

8. Inspections, tests and analyses

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

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

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

9. Packing

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

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

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

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

14. Spare parts

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

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

15. Warranty

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

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

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

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

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

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

16. Payment

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

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

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

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

may be due to him

25. Force Majeure

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

28. Limitation of liability

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

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

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

Js General Conditions of Contract (revised July 2010)



**Department of Agriculture,
Forestry and Fisheries
REPUBLIC OF SOUTH AFRICA
SUPPLIER MAINTENANCE:**

The Director-General : Department of Agriculture , Forestry and Fisheries

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

I/we understand that the credit transfers hereby authorised will be processed by computer through a system known as "ACB - Electronic Fund Transfer Service", and I/we understand that not additional advice of payment will be provided by my/our bank, but that the details of each payment will be printed on my/our bank statement or any accompanying voucher. (This does not apply where it is not customary for banks to furnish bank statements).

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

This authority may be cancelled by me/us by giving thirty days notice by prepaid registered post. Please ensure information is validated as per required bank screens .

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

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

New Detail			
<input type="checkbox"/> New information		<input type="checkbox"/> Update information	
Supplier Type:	<input type="checkbox"/> Individual <input type="checkbox"/> Company <input type="checkbox"/> CC	<input type="checkbox"/> Department <input type="checkbox"/> Trust <input type="checkbox"/> Other (Specify)	<input type="checkbox"/> Partnership <div style="border: 1px solid black; height: 15px; width: 100%; margin-top: 5px;"></div>
Department Number	<div style="border: 1px solid black; display: inline-block; padding: 2px 10px;">4 7</div>		

Company / Personal Details (COMPULSORY)	
Registered Name	<div style="border: 1px solid black; height: 20px;"></div>
Trading Name	<div style="border: 1px solid black; height: 20px;"></div>
Tax Number	<div style="border: 1px solid black; height: 20px;"></div>
VAT Number	<div style="border: 1px solid black; height: 20px;"></div>
Title:	<div style="border: 1px solid black; height: 20px;"></div>
Initials:	<div style="border: 1px solid black; height: 20px;"></div>
First Name:	<div style="border: 1px solid black; height: 20px;"></div>
Surname:	<div style="border: 1px solid black; height: 20px;"></div>

OFFICE USE: DEPARTMENT OF AGRICULTURE		
Compulsory for Regional/Head Office	Office Use Only (LOGIS)	Office Use Only (BAS)
Sender name: _____ Regional/Head Office: _____ Tel no.: _____	LOGIS supplier no: _____ Document no: _____	Captured By: _____ Date Captured: _____ Authorised By: _____ Date Authorised: _____

Address Details (COMPULSORY)			
Payment Address (Compulsory)	<div style="border: 1px solid black; height: 20px; margin-bottom: 2px;"></div> <div style="border: 1px solid black; height: 20px; margin-bottom: 2px;"></div> <div style="border: 1px solid black; height: 20px; margin-bottom: 2px;"></div> <div style="border: 1px solid black; height: 20px; margin-bottom: 2px;"></div>		
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Business/street Address (Compulsory)	<div style="border: 1px solid black; height: 20px; margin-bottom: 2px;"></div> <div style="border: 1px solid black; height: 20px; margin-bottom: 2px;"></div> <div style="border: 1px solid black; height: 20px; margin-bottom: 2px;"></div> <div style="border: 1px solid black; height: 20px; margin-bottom: 2px;"></div>		
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Contact Details (COMPULSORY)			
Business	<div style="border: 1px solid black; width: 100px; height: 20px; display: flex; align-items: center;"> <div style="border: 1px solid black; width: 15px; height: 20px; margin-right: 2px;"></div> <div style="border: 1px solid black; width: 15px; height: 20px; margin-right: 2px;"></div> <div style="border: 1px solid black; width: 15px; height: 20px; margin-right: 2px;"></div> <div style="border: 1px solid black; width: 15px; height: 20px; margin-right: 2px;"></div> <div style="border: 1px solid black; width: 15px; height: 20px; margin-right: 2px;"></div> <div style="border: 1px solid black; width: 15px; height: 20px; margin-right: 2px;"></div> <div style="border: 1px solid black; width: 15px; height: 20px; margin-right: 2px;"></div> <div style="border: 1px solid black; width: 15px; height: 20px;"></div> </div> <div style="text-align: center; font-size: small; margin-top: 2px;">Area Code</div>	<div style="border: 1px solid black; width: 100px; height: 20px; display: flex; align-items: center;"> <div style="border: 1px solid black; width: 15px; height: 20px; margin-right: 2px;"></div> <div style="border: 1px solid black; width: 15px; height: 20px; margin-right: 2px;"></div> <div style="border: 1px solid black; width: 15px; height: 20px; margin-right: 2px;"></div> <div style="border: 1px solid black; width: 15px; height: 20px; margin-right: 2px;"></div> <div style="border: 1px solid black; width: 15px; height: 20px; margin-right: 2px;"></div> <div style="border: 1px solid black; width: 15px; height: 20px; margin-right: 2px;"></div> <div style="border: 1px solid black; width: 15px; height: 20px; margin-right: 2px;"></div> <div style="border: 1px solid black; width: 15px; height: 20px; margin-right: 2px;"></div> <div style="border: 1px solid black; width: 15px; height: 20px; margin-right: 2px;"></div> <div style="border: 1px solid black; width: 15px; height: 20px; margin-right: 2px;"></div> <div style="border: 1px solid black; width: 15px; height: 20px;"></div> </div> <div style="text-align: center; font-size: small; margin-top: 2px;">Telephone Number</div>	<div style="border: 1px solid black; width: 50px; height: 20px; display: flex; align-items: center;"> <div style="border: 1px solid black; width: 15px; height: 20px; margin-right: 2px;"></div> <div style="border: 1px solid black; width: 15px; height: 20px; margin-right: 2px;"></div> <div style="border: 1px solid black; width: 15px; height: 20px;"></div> </div> <div style="text-align: center; font-size: small; margin-top: 2px;">Extension</div>
Home	<div style="border: 1px solid black; width: 100px; height: 20px; display: flex; align-items: center;"> <div style="border: 1px solid black; width: 15px; height: 20px; margin-right: 2px;"></div> <div style="border: 1px solid black; width: 15px; height: 20px; margin-right: 2px;"></div> <div style="border: 1px solid black; width: 15px; height: 20px; margin-right: 2px;"></div> <div style="border: 1px solid black; width: 15px; height: 20px; margin-right: 2px;"></div> <div style="border: 1px solid black; width: 15px; height: 20px; margin-right: 2px;"></div> <div style="border: 1px solid black; width: 15px; height: 20px; margin-right: 2px;"></div> <div style="border: 1px solid black; width: 15px; height: 20px; margin-right: 2px;"></div> <div style="border: 1px solid black; width: 15px; height: 20px;"></div> </div> <div style="text-align: center; font-size: small; margin-top: 2px;">Area Code</div>	<div style="border: 1px solid black; width: 100px; height: 20px; display: flex; align-items: center;"> <div style="border: 1px solid black; width: 15px; height: 20px; margin-right: 2px;"></div> <div style="border: 1px solid black; width: 15px; height: 20px; margin-right: 2px;"></div> <div style="border: 1px solid black; width: 15px; height: 20px; margin-right: 2px;"></div> <div style="border: 1px solid black; width: 15px; height: 20px; margin-right: 2px;"></div> <div style="border: 1px solid black; width: 15px; height: 20px; margin-right: 2px;"></div> <div style="border: 1px solid black; width: 15px; height: 20px; margin-right: 2px;"></div> <div style="border: 1px solid black; width: 15px; height: 20px; margin-right: 2px;"></div> <div style="border: 1px solid black; width: 15px; height: 20px; margin-right: 2px;"></div> <div style="border: 1px solid black; width: 15px; height: 20px; margin-right: 2px;"></div> <div style="border: 1px solid black; width: 15px; height: 20px; margin-right: 2px;"></div> <div style="border: 1px solid black; width: 15px; height: 20px;"></div> </div> <div style="text-align: center; font-size: small; margin-top: 2px;">Telephone Number</div>	<div style="border: 1px solid black; width: 50px; height: 20px; display: flex; align-items: center;"> <div style="border: 1px solid black; width: 15px; height: 20px; margin-right: 2px;"></div> <div style="border: 1px solid black; width: 15px; height: 20px; margin-right: 2px;"></div> <div style="border: 1px solid black; width: 15px; height: 20px;"></div> </div> <div style="text-align: center; font-size: small; margin-top: 2px;">Extension</div>
Fax	<div style="border: 1px solid black; width: 100px; height: 20px; display: flex; align-items: center;"> <div style="border: 1px solid black; width: 15px; height: 20px; margin-right: 2px;"></div> <div style="border: 1px solid black; width: 15px; height: 20px; margin-right: 2px;"></div> <div style="border: 1px solid black; width: 15px; height: 20px; margin-right: 2px;"></div> <div style="border: 1px solid black; width: 15px; height: 20px; margin-right: 2px;"></div> <div style="border: 1px solid black; width: 15px; height: 20px; margin-right: 2px;"></div> <div style="border: 1px solid black; width: 15px; height: 20px; margin-right: 2px;"></div> <div style="border: 1px solid black; width: 15px; height: 20px; margin-right: 2px;"></div> <div style="border: 1px solid black; width: 15px; height: 20px;"></div> </div> <div style="text-align: center; font-size: small; margin-top: 2px;">Area Code</div>	<div style="border: 1px solid black; width: 100px; height: 20px; display: flex; align-items: center;"> <div style="border: 1px solid black; width: 15px; height: 20px; margin-right: 2px;"></div> <div style="border: 1px solid black; width: 15px; height: 20px; margin-right: 2px;"></div> <div style="border: 1px solid black; width: 15px; height: 20px; margin-right: 2px;"></div> <div style="border: 1px solid black; width: 15px; height: 20px; margin-right: 2px;"></div> <div style="border: 1px solid black; width: 15px; height: 20px; margin-right: 2px;"></div> <div style="border: 1px solid black; width: 15px; height: 20px; margin-right: 2px;"></div> <div style="border: 1px solid black; width: 15px; height: 20px; margin-right: 2px;"></div> <div style="border: 1px solid black; width: 15px; height: 20px; margin-right: 2px;"></div> <div style="border: 1px solid black; width: 15px; height: 20px; margin-right: 2px;"></div> <div style="border: 1px solid black; width: 15px; height: 20px; margin-right: 2px;"></div> <div style="border: 1px solid black; width: 15px; height: 20px;"></div> </div> <div style="text-align: center; font-size: small; margin-top: 2px;">Fax Number</div>	
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Email Address of accounts office	<div style="border: 1px solid black; height: 20px; margin-bottom: 2px;"></div> <div style="border: 1px solid black; height: 20px;"></div>		
Contact Person:	<div style="border: 1px solid black; height: 20px; margin-bottom: 2px;"></div> <div style="border: 1px solid black; height: 20px;"></div>		

e details indicated in this section must be exactly as it appears on the screens as indicated below)

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Other (Please Specify)

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Signature: _____

Nedbank- Banking Platform under the Client Details Tab

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Bank stamp

Page 3 of 3