

5/2/2/1- DALRRD 0024(2021/2022)

APPOINTMENT OF A SERVICE PROVIDER(S) TO CONDUCT A STRATEGIC ASSESSMENT OF THE ENVIRONMENT BY COMPILING ENVIRONMENTAL MANAGEMENT FRAMEWORKS (EMFs) TO STREAMLINE ENVIRONMENTAL AUTORIZATIONS PROCESSES BY EXCLUDING CERTAIN ACTIVITIES IN ACCORDANCE WITH A PRESCRIBED STANDARDS IN SIX (6) PRIORITISED DISTRICT MUNICIPALITIES OVER A PERIOD OF TWENTY-FOUR (24) MONTHS.

NB: THERE WILL BE A NON-COMPULSORY VIRTUAL BRIEFING SESSION.

DATE: 24 AUGUST 2021

TIME: 10:00

Link:

https://teams.microsoft.com/l/meetup-join/19%3ameeting_ODNiNDA3NTQtNzQwMi00NzY4LTgzNTYtY2I0Y2NiMjZiMTE0%40thread.v2/0?context=%7b%22Tid%22%3a%221f792a35-02a7-4e3e-9e7a-ff40ae390cb6%22%2c%22Oid%22%3a%22edc0b068-40c9-44fb-9369-714182b78332%22%7d

CLOSING DATE: 07 SEPTEMBER 2021 @ 11:00

TECHNICAL ENQUIRIES : Mr Magezi Enock Mhlanga or Mr Zongezile Bango
TEL : 012 312 8668/9628
EMAIL : magezi.mhlanga@dalrrd.gov.za or Zongezile.bango@dalrrd.gov.za

BID RELATED ENQUIRIES : Mr. Abie Olyn/Mr P Makhado/ Ms. Daisy Mongwai / Ms K Modise
TEL : (012) 312 8359/9786/9518/8711
EMAIL: Daisy.Mongwai@dalrrd.gov.za/ abie.olin@dalrrd.gov.za / pfarelo.makhado@dalrrd.gov.za

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agriculture, land reform & rural development

Department:
Agriculture, Land Reform and Rural Development
REPUBLIC OF SOUTH AFRICA

Chief Directorate: Supply Chain and Facilities Management Services: **Sub-Directorate:** Demand and Acquisition Management Services: **Enquiries:** Mr Pfarelo Makhado: **Tel:** (012) 312 9518

YOU ARE HEREBY INVITED TO BID TO THE DEPARTMENT OF RURAL DEVELOPMENT
AND LAND REFORM

BID NUMBER: 5/2/2/1- DALRRD 0024 (2021/2022)

CLOSING TIME: 11H00

CLOSING DATE: 07 SEPTEMBER 2021

BIDS RECEIVED AFTER THE CLOSING TIME AND DATE AS A RULE WILL NOT BE
ACCEPTED FOR CONSIDERATION

1. Kindly furnish us with a bid for services shown on the attached forms.
2. Attached please find the General Contract Conditions (GCC), Authority to sign the Standard Bidding Documents (SBD) on behalf of an entity, Authority of Signatory, SBD1, SBD 2, SBD 3.3, SBD4, SBD 5, SBD6.1, SBD 8, SBD9 , Credit Instruction forms, terms of reference.
3. Bidders must ensure that they register with the National Treasury Central Supplier Database (CSD) and attach/provide the reference numbers on the SBD 1 form of the bid document.
4. If you are a sole agent or sole supplier you should indicate your market price after discount to your other clients or if that is not possible your percentage net profit before tax, in order to decide whether the price quoted is fair and reasonable.
5. The attached forms must be completed in detail and returned with your bid. Bid document must be submitted in a sealed envelope stipulating the following information: Name and Address of the bidder, Bid number and closing date of bid. **(failure to comply will disqualify your proposal)**

Yours faithfully

SIGNED
BIDS MANAGEMENT
DATE: 16 August 2021

MAP TO BIDDER BOX (B BOX)

5/2/21- DALRRD 0024 (2021/2022) CLOSING DATE: 07 SEPTEMBER 2021 @ 11:00

YOU ARE HEREBY INVITED TO BID TO THE GOVERNMENT OF THE REPUBLIC OF SOUTH AFRICA (DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT)

BIDS RECEIVED AFTER THE CLOSING TIME AND DATE ARE LATE AND WILL AS A RULE NOT BE ACCEPTED FOR CONSIDERATION.

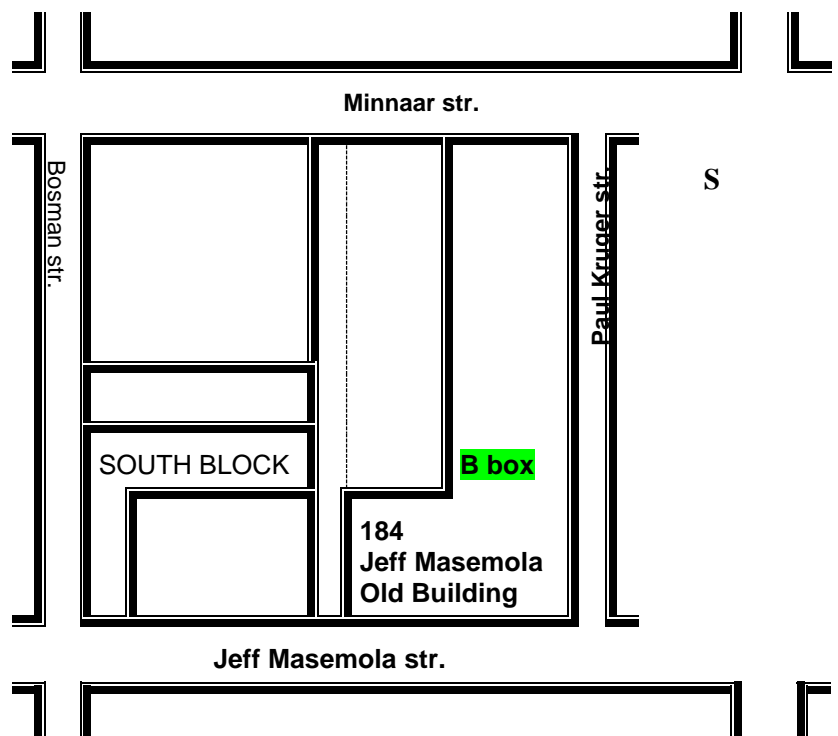
THE SBD 1 FORM MUST BE SIGNED IN THE ORIGINAL AND WITH BLACK INK

SUBMIT ALL BIDS ON THE OFFICIAL FORMS – DO NOT RETYPE.

The Bid documents must be deposited in the Bid box which is identified as the “Bid/tender box.”

**DEPARTMENT OF AGRICULTURE,
LAND REFORM AND RURAL
DEVELOPMENT
Acquisition Management
(BIDS)
THE OLD BUILDING 184
JEFF MASEMOLA STREET, PRETORIA,
0001**

**THE BID BOX OF THE OFFICE OF THE
DEPARTMENT OF AGRICULTURE, LAND
REFORM AND RURAL DEVELOPMENT IS
OPEN 24 HOURS A DAY, 7 DAYS A
WEEK. THE BID BOX WILL BE CLOSED
AT 11H00 WHICH IS THE CLOSING TIME
OF BIDS.**



BIDDERS SHOULD ENSURE THAT BIDS ARE DELIVERED TIMEOUSLY TO THE CORRECT ADDRESS

SUBMIT YOUR BID IN A SEALED ENVELOPE

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**
- 7.1 Within thirty (30) days of receipt of the notification of contract award,

security

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

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

**PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (RURAL DEVELOPMENT AND LAND REFORM)							
BID NUMBER:	5/2/2/1- DALRRD 0024(2021/2022)			CLOSING DATE:	07 SEPTEMBER 2021	CLOSING TIME:	11:00
DESCRIPTION	APPOINTMENT OF A SERVICE PROVIDER(S) TO CONDUCT A STRATEGIC ASSESSMENT OF THE ENVIRONMENT BY COMPILING ENVIRONMENTAL MANAGEMENT FRAMEWORKS (EMFs) TO STREAMLINE ENVIRONMENTAL AUTHORIZATIONS PROCESSES BY EXCLUDING CERTAIN ACTIVITIES IN ACCORDANCE WITH A PRESCRIBED STANDARDS IN SIX (6) PRIORITISED DISTRICT MUNICIPALITIES OVER A PERIOD OF TWENTY-FOUR (24) MONTHS.						
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)							
DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT							
184 JEFF MASEMOLA STREET							
PRETORIA							
0001							
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO				TECHNICAL ENQUIRIES MAY BE DIRECTED TO:			
CONTACT PERSON	Ms daisy.Mongwai/ Mr. Abie Olyn/Mr P Makhado/ Ms. Daisy Mongwai / Ms K Modise			CONTACT PERSON	Mr Magezi Enock Mhlanga or Mr Zongezile Bango		
TELEPHONE NUMBER	012 312 9786/9518/8359/8711			TELEPHONE NUMBER	012 312 8668/9628		
FACSIMILE NUMBER				FACSIMILE NUMBER			
E-MAIL ADDRESS	daisy.Mongwai@dalrrd.gov.za / abie.olvn@dalrrd.gov.za / Pfarelo.makhado@dalrrd.gov.za			E-MAIL ADDRESS	magezi.mhlanga@dalrrd.gov.za or Zongezile.bango@dalrrd.gov.za		
SUPPLIER INFORMATION							
NAME OF BIDDER							
POSTAL ADDRESS							
STREET ADDRESS							
TELEPHONE NUMBER	CODE			NUMBER			
CELLPHONE NUMBER							
FACSIMILE NUMBER	CODE			NUMBER			
E-MAIL ADDRESS							
VAT REGISTRATION NUMBER							
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:			OR	CENTRAL SUPPLIER DATABASE No:	MAAA	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No			B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No	
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]							
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]			ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]	
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS							

**PART B
TERMS AND CONDITIONS FOR BIDDING**

1. BID SUBMISSION:
<p>1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.</p> <p>1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.</p> <p>1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).</p>

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

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

SIGNATURE OF BIDDER:

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

DATE:

AUTHORITY TO SIGN THE STANDARD BIDDING DOCUMENTS (SBD) ON BEHALF OF AN ENTITY.

“Only authorized signatories may sign the original and all copies of the tender offer where required.

In the case of a **ONE-PERSON CONCERN** submitting a tender, this shall be clearly stated.

In case of a **COMPANY** submitting a tender, include a copy of a **resolution by its board of directors** authorizing a director or other official of the company to sign the documents on behalf of the company.

In the case of a **CLOSED CORPORATION** submitting a tender, include a copy of a **resolution by its members** authorizing a member or other official of the corporation to sign the documents on each member’s behalf.

In the case of a **PARTNERSHIP** submitting a tender, **all the partners shall** sign the documents, unless one partner or a group of partners has been authorized to sign on behalf of each partner, in which case **proof of such authorization** shall be included in the Tender.

In the case of a **JOINT VENTURE** submitting a tender, include **a resolution** of each company of the Joint Venture together with a resolution by its members authorizing a member of the Joint Venture to sign the documents on behalf of the Joint Venture.”

Accept that failure to submit proof of Authorization to sign the tender shall result in a Tender Offer being regarded as non-responsive.

AUTHORITY OF SIGNATORY

Signatories for companies, closed corporations and partnerships must establish their authority **BY ATTACHING TO THIS FORM, ON THEIR ORGANISATIONS'S LETTERHEAD STATIONERY**, a copy of the relevant resolution by their Board of Directors, Members or Partners, duly signed and dated.

An **EXAMPLE** is shown below for a COMPANY:

MABEL HOUSE (Pty) Ltd	
By resolution of the Board of Directors taken on 20 May 2000,	
MR A.F JONES	
has been duly authorised to sign all documents in connection with	
Contract no CRDP 0006, and any contract which may arise there from,	
on behalf of <i>Mabel House (Pty) Ltd.</i>	
SIGNED ON BEHALF OF THE COMPANY:	(Signature of Managing Director)
IN HIS CAPACITY AS:	Managing Director
DATE:	20 May 2000
SIGNATURE OF SIGNATORY:	(Signature of A.F Jones)
As witnesses:	
1.
2.
Signature of person authorised to sign the tender:	
Date:	

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 optionTenders Good standing

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

--

Particulars of applicant

Name/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	CODE	NUMBER	Fax no	CODE NUMBER
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	CODE	NUMBER	Fax no	CODE NUMBER
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

Appointment of representative/agent (Power of Attorney)

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

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

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.

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, YES/NO
 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 YES/NO
 of the company have any interest in any other related companies
 whether or not they are bidding for this contract?

2.11.1 If so, furnish particulars:

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

Full Name	Identity Number	Personal Income Tax Reference Number	State Employee Number / Persal Number

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

This document must be signed and submitted together with your bid

THE NATIONAL INDUSTRIAL PARTICIPATION PROGRAMME

INTRODUCTION

The National Industrial Participation (NIP) Programme, which is applicable to all government procurement contracts that have an imported content, became effective on the 1 September 1996. The NIP policy and guidelines were fully endorsed by Cabinet on 30 April 1997. In terms of the Cabinet decision, all state and parastatal purchases / lease contracts (for goods, works and services) entered into after this date, are subject to the NIP requirements. NIP is obligatory and therefore must be complied with. The Industrial Participation Secretariat (IPS) of the Department of Trade and Industry (DTI) is charged with the responsibility of administering the programme.

1 PILLARS OF THE PROGRAMME

- 1.1 The NIP obligation is benchmarked on the imported content of the contract. Any contract having an imported content equal to or exceeding US\$ 10 million or other currency equivalent to US\$ 10 million will have a NIP obligation. This threshold of US\$ 10 million can be reached as follows:
- (a) Any single contract with imported content exceeding US\$10 million.
or
 - (b) Multiple contracts for the same goods, works or services each with imported content exceeding US\$3 million awarded to one seller over a 2 year period which in total exceeds US\$10 million.
or
 - (c) A contract with a renewable option clause, where should the option be exercised the total value of the imported content will exceed US\$10 million.
or
 - (d) Multiple suppliers of the same goods, works or services under the same contract, where the value of the imported content of each allocation is equal to or exceeds US\$ 3 million worth of goods, works or services to the same government institution, which in total over a two (2) year period exceeds US\$10 million.
- 1.2 The NIP obligation applicable to suppliers in respect of sub-paragraphs 1.1 (a) to 1.1 (c) above will amount to 30 % of the imported content whilst suppliers in respect of paragraph 1.1 (d) shall incur 30% of the total NIP obligation on a *pro-rata* basis.
- 1.3 To satisfy the NIP obligation, the DTI would negotiate and conclude agreements such as investments, joint ventures, sub-contracting, licensee production, export promotion, sourcing arrangements and research and development (R&D) with partners or suppliers.

- 1.4 A period of seven years has been identified as the time frame within which to discharge the obligation.

2 REQUIREMENTS OF THE DEPARTMENT OF TRADE AND INDUSTRY

- 2.1 In order to ensure effective implementation of the programme, successful bidders (contractors) are required to, immediately after the award of a contract that is in excess of **R10 million** (ten million Rands), submit details of such a contract to the DTI for reporting purposes.

- 2.2 The purpose for reporting details of contracts in excess of the amount of R10 million (ten million Rands) is to cater for multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as provided for in paragraphs 1.1.(b) to 1.1. (d) above.

3 BID SUBMISSION AND CONTRACT REPORTING REQUIREMENTS OF BIDDERS AND SUCCESSFUL BIDDERS (CONTRACTORS)

- 3.1 Bidders are required to sign and submit this Standard Bidding Document (SBD 5) together with the bid on the closing date and time.

- 3.2 In order to accommodate multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as indicated in sub-paragraphs 1.1 (b) to 1.1 (d) above and to enable the DTI in determining the NIP obligation, successful bidders (contractors) are required, immediately after being officially notified about any successful bid with a value in excess of R10 million (ten million Rands), to contact and furnish the DTI with the following information:

- Bid / contract number.
- Description of the goods, works or services.
- Date on which the contract was accepted.
- Name, address and contact details of the government institution.
- Value of the contract.
- Imported content of the contract, if possible.

- 3.3 The information required in paragraph 3.2 above must be sent to the Department of Trade and Industry, Private Bag X 84, Pretoria, 0001 for the attention of Mr Elias Malapane within five (5) working days after award of the contract. Mr Malapane may be contacted on telephone (012) 394 1401, facsimile (012) 394 2401 or e-mail at Elias@thedti.gov.za for further details about the programme.

4 PROCESS TO SATISFY THE NIP OBLIGATION

- 4.1 Once the successful bidder (contractor) has made contact with and furnished the DTI with the information required, the following steps will be followed:
- a. the contractor and the DTI will determine the NIP obligation;
 - b. the contractor and the DTI will sign the NIP obligation agreement;

- c. the contractor will submit a performance guarantee to the DTI;
- d. the contractor will submit a business concept for consideration and approval by the DTI;
- e. upon approval of the business concept by the DTI, the contractor will submit detailed business plans outlining the business concepts;
- f. the contractor will implement the business plans; and
- g. the contractor will submit bi-annual progress reports on approved plans to the DTI.

4.2 The NIP obligation agreement is between the DTI and the successful bidder (contractor) and, therefore, does not involve the purchasing institution.

Bid number	Closing date:.....
Name of bidder.....	
Postal address	
.....	
Signature.....	Name (in print).....
Date.....	

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 of Restricted Suppliers 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 Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied). The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.	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)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	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:		

SBD 8

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

Js365bW

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



DEPARTMENT OF RURAL DEVELOPMENT AND LAND REFORM

SUPPLIER MAINTENANCE:

BAS PMIS LOGIS WCS CONTRACTOR CONSULTANT

OFFICE:

Head Office Only	
Captured By:	_____
Date Captured:	_____
Authorised By:	_____
Date Authorised:	_____
Supplier code:	_____
Enquiries. :	_____
Tel. No.:	_____

The Director General : I DEPT OF RURAL DEVELOPMENT AND LAND REFORM

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 validate 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.

Company / Personal Details	
Registered Name	_____
Trading Name	_____
Tax Number	_____
VAT Number	_____
Title:	_____
Initials:	_____
First Name:	_____
Surname:	_____
Postal and Street Address Detail of the Company / Individual	
Postal Address	_____
Street Address	_____
Postal Code	____
New Detail	
<input type="checkbox"/> New Supplier information	<input type="checkbox"/> Update Supplier information
Supplier Type:	<input type="checkbox"/> Individual <input type="checkbox"/> Department <input type="checkbox"/> Partnership
	<input type="checkbox"/> Company <input type="checkbox"/> Trust
	<input type="checkbox"/> CC <input type="checkbox"/> Other (Specify) _____
Department Number	____

Supplier Account Details

This field is compulsory and should be completed by a bank official from the relevant bank

Account Name

Account Number
 Branch Name
 Branch Number

Account Type Cheque Account
 Savings Account
 Transmission Account
 Bond Account
 Other (Please Specify)

ID Number

Passport Number

Company Registration Number / /

*CC Registration

***Please include CC/CK where applicable**

Practise Number

Bank stamp
 It is hereby confirmed that this details have been verified
 against the following screens
ABSA-CIF screen
FNB- Hogans system on the CIS4/CUPR
STD Bank-Look-up-screen
Nedbank- Banking Platform under the Client Details Tab

Contact Details

Business	<input type="text"/>	<input type="text"/>	<input type="text"/>
	Area Code	Telephone Number	Extension
Home	<input type="text"/>	<input type="text"/>	<input type="text"/>
	Area Code	Telephone Number	Extension
Fax	<input type="text"/>	<input type="text"/>	
	Area Code	Fax Number	
Cell	<input type="text"/>	<input type="text"/>	
	Cell Code	Cell Number	
Email Address	<input type="text"/>		
Contact Person:	<input type="text"/>		

<input type="text"/>	<input type="text"/>
Supplier Signature	Departmental Official
<input type="text"/>	<input type="text"/>
Print Name	Print Name
<input type="text"/>	<input type="text"/>
<input type="text"/>	Rank
<input type="text"/>	<input type="text"/>

**Adress of Rural Development and Land Reform
 Office where form is submitted from**

Date (dd/mm/yyyy)

Date (dd/mm/yyyy)

NB: All relevant fields must be completed

**PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL
PROCUREMENT REGULATIONS 2017**

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, 2017.

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

1.2

- a) The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the **80/20** preference point system shall be applicable; or
- b) Either the 80/20 or 90/10 preference point system will be applicable to this tender (*delete whichever is not applicable for this tender*).

1.3 Points for this bid shall be awarded for:

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

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

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTOR	20
Total points for Price and B-BBEE must not exceed	100

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

1.6 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.

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

5. BID DECLARATION

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

6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

6.1 B-BBEE Status Level of Contributor: . =(maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

7. SUB-CONTRACTING

7.1 Will any portion of the contract be sub-contracted?

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

7.1.1 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 or QSE

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations,2017:

Designated Group: An EME or QSE which is at last 51% owned by:	EME √	QSE √
Black people		
Black people who are youth		
Black people who are women		

Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name _____ of
company/firm:.....

8.2 VAT _____ registration
number:.....

8.3 Company _____ registration
number:.....

8.4 TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
- One person business/sole propriety
- Close corporation
- Company
- (Pty) Limited

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

8.6 COMPANY CLASSIFICATION

- Manufacturer
- Supplier
- Professional service provider
- Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

8.7 Total number of years the company/firm has been in
business:.....

8.8 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
contributor indicated in paragraphs 1.4 and 6.1 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 paragraphs 1.4 and 6.1, 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 contributor 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) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury 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.

<p>WITNESSES</p> <p>1.</p> <p>2.</p>
--

<p>.....</p> <p>SIGNATURE(S) OF BIDDERS(S)</p>
<p>DATE:</p> <p>ADDRESS</p> <p>.....</p> <p>.....</p>

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER(S) TO CONDUCT A STRATEGIC ASSESSMENT OF THE ENVIRONMENT BY COMPILING ENVIRONMENTAL MANAGEMENT FRAMEWORKS (EMFs) TO STREAMLINE ENVIRONMENTAL AUTORIZATIONS PROCESSES BY EXCLUDING CERTAIN ACTIVITIES IN ACCORDANCE WITH A PRESCRIBED STANDARDS IN SIX (6) PRIORITISED DISTRICT MUNICIPALITIES OVER A PERIOD OF TWENTY-FOUR (24) MONTHS.

1. PURPOSE

The Department of Agriculture, Land Reform and Rural Development (DALRRD) in collaboration with the Department of Forestry, Fisheries and the Environment (DFFE), the provincial departments responsible for environmental affairs and district municipalities listed below, seeks to appoint a professional service provider to conduct a strategic assessment of the environment by compiling Environmental Management Frameworks (EMFs) and develop listed activities' exclusion standards in and for six (6) prioritized and adjacent District Rural Development Plans of **OR Tambo** and **Chris Hani District Municipalities** in the Eastern Cape, **Lejeleputswa** and **Thabo Mofutsanyane District Municipalities** in the Free State, **Nkangala District Municipality** in Mpumalanga, and **Dr Ruth Segomotsi Mompati District Municipality** in the North West Province over a period of twenty-four (24) months.

The purpose of the EMF is to guide sustainable land development within the above six (6) identified District Municipalities. The intention is to conduct a pre-assessment of the environmental sensitivities and opportunities within these six (6) districts to streamline environmental authorizations. The EMFs are to be developed through an extensive consultative process which includes all relevant sector departments, provinces and municipalities, as well as any other Interested and Affected Party (I&AP). The EMFs will be developed through the extensive use of spatial tools, positive and negative mapping of environmental attributes, sensitivity mapping and detailed assessment of potential impacts including cumulative impacts and risk assessments.

The other purpose is to develop standards for the exclusion of certain activities in six (6) specified district municipalities.

2. BACKGROUND

The Department of Agriculture, Land Reform and Rural Development (DALRRD) is identified in Schedules 1 and 2 of NEMA as having a mandate that can both affect and promote the environment, and hence is required to develop an Environmental Implementation Plan (EIP) and an Environmental Management Plan (EMP) at least every five years. In response to these obligations especially in relation to projects that can affect the environment, the Department is required to obtain environmental authorisation for activities which may significantly affect the environment in terms of chapter 5 of NEMA.

To strengthen project planning, the Environmental Policy of the Department provides for measures to reduce red tape and streamline environmental authorisation processes. It provides that the Department should explore various legally acceptable avenues for conducting environmental assessments. Chapter 5 of the National Environmental Management Act (NEMA) No 107 of 2008 and Integrated Environmental Management Guideline Series of the then Department of Environmental Affairs (DEA) introduces a suite of Integrated Environmental Management instruments to inform & guide environmental Impact management.

The need to streamline and integrate regulatory processes while ensuring sustainability in the implementation of rural development projects is one of the requirements in the National Development Plan (NDP). The NDP found that the lack of interdepartmental integration around regulatory requirements and the constrictive nature of the regulatory framework hampered project delivery. It also challenged government to deliver a coherent and predictable yet adequate regulatory framework that reduces red tape and the cost of compliance to support the national developmental needs.

The National Environmental Management Act (NEMA) No 107 of 1998 makes provision for the use of instruments to ensure environmental protection in certain cases instead of command and

control measures. Specifically, sections 24(2) (e) makes provision for the Minister to exclude certain listed activities from the requirement to obtain an Environmental Authorisation based on an environmental management instrument adopted in the prescribed manner and an EMF is one such instrument. In line with the need to streamline authorization processes, Department of Agriculture, Land Reform and Rural Development (DALRRD) has initiated collaboration between itself the Department of Forestry, Fisheries and the Environment (DFFE), the above listed provincial departments of environmental affairs and the six (6) district municipalities. The collaboration is outlined in detail in the Department's Consolidated Environmental Implementation and Management Plan (CEIMP). The aim is to have the EMFs and their Activities' Exclusion Standards gazetted as instruments to allow certain development activities to be streamlined insofar as environmental authorizations is concerned.

Most of the projects identified in various District's Rural Development Plans are of medium to large scale in nature and they generally occur in sensitive environments and in the South African environmental legislative context, they trigger the need for Environmental Authorization. Given the scarcity of financial resources to implement a rural development project for each community in South Africa, the savings of funds and time derived from conducting EMFs instead of individual project EA would go a long way in expanding the beneficiary database of government in general. More people may be enrolled in the programme hence results in more job opportunities being created.

Although these Environmental Management Frameworks (EMFs) would be compiled according to the Environmental Management Framework (EMF) Regulations 2010, the Department intends to develop EMFs that map sensitivities and opportunities of the identified study areas whilst juxtaposing them with various key commodities identified through DRDPs.

3. OBJECTIVES OF THE PROJECT

- To compile six (6) Environmental Management Frameworks (EMFs) to streamline the environmental authorisation processes in the identified districts.

- To develop standards for excluded certain activities in Six (6) identified district municipalities (refer to NEMA S24)

4. SCOPE OF WORK

4.1 Inception Workshop, Report and Detailed work Plan Prepared

An inception workshop is to be held where aspects of the project will be discussed and agreed between the consultant team and the project partners. A detailed work plan is to be developed by the consultant team for approval. The Project Director within DALRRD will approve the work plan.

4.1.1 Outputs – Inception workshop held, report prepared, and detailed work plans developed. A one-day inception workshop will be held where the various aspects of the project will be discussed and agreed. Following this workshop, a comprehensive inception report and a detailed work plan are to be drawn up by the consultant team. The work plans must identify all tasks, allocate staff, identify timeframes and ensure coordination between all activities in line with the proposal submitted. The inception report and work plans are to be approved by the relevant Project Directors in DALRRD before work commences

4.2– Expert Reference Group Established

For the project to benefit from a broad range of view from experts in the fields, a reference group of experts (ERG) is to be set up. The group will aid and technical knowhow, provide insights into the sector and specifically challenge important issues relevant to the project. As a guide, one expert is to be drawn from various relevant organizations such as the National Research Institutions and universities, relevant Government Departments, Commodity Organizations, Conservation Agencies in the relevant Provincial Departments, Representative from each of the District Municipalities, , and State Owned Entities (SoEs). The participant list can be finalised at the inception meeting.

4.2.1 Outputs – An expert reference group convened

In consultation with the project partners, an expert reference group is to be set up by the consultancy. The expert reference group will meet at least three (3) times during the project. The expert reference group will be chaired by the project partners, but the content and technical debate is to be managed by the consultant team. The representatives will be invited by the project partners for the first meeting after which the consultant team must take over the invitations and organization functions for the meetings which include the preparation of agendas, presentations and minutes of meetings. Venues and catering for the ERG will be provided by the DALRRD.

4.3 Specialist Studies

Undertake specialist studies. The appointed service provider (s) shall in consultation with the DFFE as well as the guidance of the project technical and governance structures determine the need for relevant specialist studies in the study area and enterprises. NB: Any identified specialist study must be conducted for all commodities enterprises as one assignment. The service provider shall compile the terms of reference and appoints the specialist as a subcontractor under their project management scope. There is a high degree of certainty that specialist studies will be required. Therefore, prospective service provider should be in position to demonstrate that they will have access to some independent specialists in their disposal.

NB: In the event that certain specialist studies were conducted during the previous similar projects or by other authorities, the study should assess the applicability/ usability of such studies for the task at hand. If it is confirmed to be credible, such studies may not be undertaken.

4.3.1 Output: Specialist study reports

4.4 Status Quo Analysis

Conducting situational biophysical/status quo assessment and analysis of the environment in the study area with emphasis on:

- red-data species,
- ridges,
- wetlands,
- geology,
- hydrology,
- agricultural potential and importance
- existing land use patterns,
- current development trends, and
- Any other relevant environmental parameters agreed to by the Project Team

4.4.1 Outputs: Status quo Report

4.5 Learning from Experience

In order to gain insight from EMFs and environmental standards for exclusion of activities already developed and implemented by the sector, a national literature review is to be undertaken. The focus of the literature review should be on identifying existing EMFs and plans in specified district municipalities and assess and review the relevance of possible environmental impacts that could occur through the various activities undertaken, generally accepted management actions and proposed environmental standards to could lead to possible exclusion from environmental authorization process.

The research is to be used to inform the sector specific environmental standards for exclusion. Only high quality and environmental comprehensive EMFs and plans relevant to the Six district municipalities are to be considered.

4.5.1 Outputs - Literature review report

The literature review is to produce a comprehensive report outlining the experience gained from the review of the EMFs and spatial plans related to land remediation in sensitive environments as well as any systems and tools used to implement them.

4.6 Environmental Sector Engagement/ Focus Group Meetings

To ensure that the needs of specific sectors are considered it will be necessary to hold focus meetings with certain sectors including conservation NGOs, provincial environmental and conservation departments, agricultural associations and other departments mandated to provide authorisation for example DWS. The consultant team will be required to convene these meetings, to provide the secretarial services and to update the comments and responses document based on the deliberations. Approximately 6 (2 per district municipality EMF) focus group meetings are to be budgeted for.

4.6.1 Outputs – Focus group meetings convened

Six Focus Group meetings with various important sector stakeholders are to be convened and documented at relevant times within the project.

4.7 Opportunities and constraints

Identifying key agricultural issues (opportunities and constraints) present in the study area in line with the provision of relevant agricultural legislation. Activities that may threaten and/or enhance the agricultural resource potential within the area, as well as areas where agricultural use may be excluded as potential land use must be identify and spatially represented.

Analysis of the current development trends (opportunities and constraints) within the area and identify strategic land use patterns influencing the environmental status quo within the study area.

Lift the key commodities that are of priority in the areas by assessing the District Rural Development Plan (DRDP), Local Economic Development (LED) Strategies, Integrated Development Plan (IDP), development trends (assess and analyse EIA application in the area) and any other plan or strategy applicable in the district area.

Identify the socio-economic and geographic milieus where main commodities identified by specific plans or strategies may be suitable, based on the mapping of sensitivities and opportunities for such commodities. This should be a thorough consultative and interactive process using best practice techniques, approaches and methodologies.

Conduct an analysis of generally agreed impact in order to gain an understanding of the common impacts of various commodity enterprises, their management and reporting requirements, siting criteria, environmental attributes that need to be considered as well as their carrying capacity in different environs

4.7.1 Output: Opportunities and Constraints Report

4.8 Draft EMF

The following aspect must be developed and then integrated to form the basis of the EMF:

4.8.1 The desired state of the environment

- The Status Quo Report must be used to facilitate a consultative public participation process through which the desired state of the environment for the area will be established.
- This desired state of the environment must be spatially represented in the same format as in the status quo report to enable comparison.
- The desired state must be compared to the Status Quo Report, all land use planning documentation and the proposed Focus Areas.
- The desired state report may need to detail the identified conflicts over land use planning and identify strategies for resolution of these conflicts.

4.8.2 Proposed environmental control zones

- Based on the spatial component of the desired state of the environment and biophysical constraints and opportunities, the study area must be divided into environmental control zones. The purpose of such strategic environmental zoning would be to facilitate future decision-making on environmental requirements and acceptability of development applications. This must include a spatial representation of such zoning within the area in respect of one or more activities in a manner that will identify –
 - areas in which the undertaking of an activity should be allowed to take

- place without further investigation;
 - areas in which the undertaking of an activity may be allowed subject to an environmental authorisation being granted in terms of these regulations; and
 - areas in which the undertaking of an activity should not be considered;
- A strategy for maintaining productive agricultural activity on land where agriculture has been identified as a feasible and desired land use.
 - A strategy for maintaining land where open space is identified as the land use of choice.
 - A Strategic Environmental Management Plan that will address management guidelines and responsibilities.
 - A system to evaluate, monitor and report on progress made towards the state of the environment and land uses in the study area. A realistic set of indicators coupled with measurable time scales must be developed.
 - GIS viewer, which is a spatial viewer for the EMF zones that highlights the zone and the EMP and activities suitable for the zones;
 - The draft EMF reports must be consulted with the governance structure set up as well as a broader stakeholder audience at the stakeholder meeting to be convened. That is, it must be subjected to expert reference group as well as focus group meetings.

4.8.3 Outputs – Draft EMF Report with the Desired state of Environment, Control Environmental management Zone and Strategic Environmental Management Plan. Draft EMF reports are prepared in consultation with stakeholders.

4.9 Finalize Draft EMF Reports

Using received comments from consultation sessions on the draft EMF reports, the consultant team is to review and finalize Six district municipalities draft EMFs and prepare comments and response document. The EMF reports are to be meeting the requirements of NEMA and the EIA regulations and Instrument Regulations. The draft documents must be consulted widely, and comments incorporated appropriately. The final EMF reports are to be prepared for gazetting for comments.

4.9.1 Outputs – Six EMFs are finalised

Six EMFs are to be prepared and consulted using the various consultation structures set. The comments and responses document are to be updated, and the draft documents updated. The second draft of the documents are to be consulted through the project consultation structure and then the Six documents must be finalised for gazetting for comments.

4.10 Action plan(s) for the implementation of the EMF

Develop implementation plans (action plans) for the strategies mentioned above. This should set parameters within which exclusion standard may be developed.

4.10.1 Output: EMF implementation Action plan report

4.11 Develop Exclusion Standards

The consultants will, upon finalization and adoption of EMFs, have to draft the exclusion standards for certain activities in Six identified district municipalities. The drafting of standards will also have to be a consultative process will all relevant stakeholders involved.

4.11.1 Output: Exclusion Standards

Once developed and agreed upon, these standards need to be gazetted for public comments, then incorporate received public comments before they are published for implementation.

5. DELIVERABLES

- 5.1 After appointment the successful consultant(s) will be required to submit an amended work plan, which will be agreed upon with DALRRD. The plan is to include an outline of the various draft and final reports to be produced and the delivery dates, as well as a communication (public participation) strategy. Comment periods for draft documents are also to be specified.
- 5.2 Provide the following documents as set out in the scope of work above:
 - Draft Environmental Status Quo Report.
 - Environmental Status Quo Report.
 - Draft Environmental Management Framework
 - Environmental Management Framework (EMF)
 - Draft Strategic Environmental Management Plan
 - Strategic Environmental Management Plan
 - Action plan(s) for the implementation of the EMF
 - The Exclusion Standard
 - 12 A0 Poster of the EMF (hard copy) and electronic printable version
- 5.3 Progress reports at intervals agreed upon with the project team or at least aligned to project phases.
- 5.4 Documented workshops and Project Team meetings held and recorded.
- 5.5 Power Point presentation of the outputs of the project at the end of each phase (a copy must be available for Departmental use).
- 5.6 The consultant will be required to provide four hard copies of all draft reports, but must supply five hard copies, and electronic copies of the final documents.
- 5.7 The electronic copy must be produced in MS Word and PDF.
- 5.8 All spatial information must be provided in a GIS format in compliance with the standards of

DALRRD.

6. IMPORTANT AND RELATED DOCUMENTS

The following reference documents must be taken into consideration by the successful bidder:

- The previous Environmental Management Framework in the six (6) prioritised Districts;
- The EMFs that are currently being compiled for uMkhanyakude, John Taolo Gaetsewe, and Waterberg District Municipalities.
- The DALRRD's Environmental Policy; Environmental policy and legislation from the provinces
- Draft National Spatial Development Framework
- Environment Instrument Regulations
- The Electronic Environmental Screening Tool;
- The Comprehensive Rural Development Programme (CRDP) concept document;
- Agri-Parks Programme;
- District Rural Development Plans (DRDP);
- Climate Change Response Policy (White Paper);
- Climate Change Adaptation Plan for Rural Human Settlements;
- Spatial Planning and Land Use Management Act (SPLUMA);
- Various other SPLUMA implementation norms and standards as well as plans;
- National Environmental Management Act (107/1998);
- Guidelines for Strategic Environmental Assessment (SEA);
- Environmental Impact Assessment Regulations, 2014;
- Other Integrated Environmental Management (IEM) Instruments; and
- In addition, any other relevant document.

7. PROJECT TIME FRAME AND DELIVERABLES

- 7.1 It is expected that the project will take a maximum of twenty-four (24) months after inception. Unless otherwise agreed in writing, the successful service provider will be expected to submit reports after the completion of every phase. The successful candidate should demonstrate the ability as well as the capacity to complete this project within the set period.

Table 1: Project Milestones and Implementation Approach

PROJECT PHASE	ACTIVITY	INDICATORS	%PAYMENT	TIME FRAME
PART 1: THE ENVIRONMENTAL MANAGEMENT FRAMEWORK (EMF)				
Phase 1 1. Inception report. 2. Literature Review 3. Public and stakeholder participation plan	<ul style="list-style-type: none"> • Detailed Inception Report covering but not limited to the following: <ul style="list-style-type: none"> ○ Establish objectives of the project / confirmation of the project scope ○ Establishing Project governance structures including, Project Management Team (PMT), Project Steering Committees (PSC), Reference Group (RG), ○ Project Scheduling and a comprehensive costing plan with detail costing per project phase as per the requirement of the scope of work. • Literature Review <ul style="list-style-type: none"> ○ The Service Provider should ensure that the project outlines the legal and best practice basis for this work by reviewing all relevant legislation, policies and general domestic and international literature. • Stakeholder Management Plan <ul style="list-style-type: none"> ○ Together with the Project Management Team (PMT) the Service Provider should compile a Stakeholder Management Plan Outline defining the roles and responsibilities of all relevant players. ○ Schedule of events/ meetings and subsequent outcomes in line with the scope of work. 	<ul style="list-style-type: none"> • Inceptions report • Outline of the Specialist reports and focus areas • Public participation plan • Data component files • Key stakeholder participation plan • Draft background information plan • Project management plan • Revised project schedule 	05 %	3 Month
Phase 2: Status quo Report	The report should provide: <ul style="list-style-type: none"> • Situational analysis by compiling spatial and narrative representation of the status quo of the environment. This must indicate inter alia: <ul style="list-style-type: none"> ○ Sensitive natural environments (such as ridges, grassland areas, and 	<ul style="list-style-type: none"> • Status quo report 	10%	3 Months

	<p>potential red data fauna and flora habitat).</p> <ul style="list-style-type: none"> ○ Areas unsuitable for human habitation (e.g. dolomitic conditions, flood lines, wetlands, barren land, contaminated land, etc). ○ State of degradation. ○ Cultivated areas / or areas potentially suitable for agriculture. ○ Categorisation of areas <i>unsuitable</i> for development due to its high agricultural resource potential and envisaged /or current impact on these areas by development thus far. ○ Current land uses and approved developments ○ Identification of the key environmental issues (opportunities and constraints) in the study area. ○ Analysis of population and economic dynamics as per the most recent census or official publication (socio-economic opportunities and constraints <ul style="list-style-type: none"> ● Synopsis of the approved Spatial Development Perspective. <ul style="list-style-type: none"> ○ A review and comparison of all relevant spatial plans and other planning documents for the area. ○ A spatial representation of existing land uses as well as legal and illegal development trends within the study area. ○ A spatial representation of planned and/or existing land uses that are potentially in conflict over the same land resources. ○ Status of services provisions in the district. ○ Transportation infrastructure and network capacity. ○ State of open space availability/provisions in the district. <p>A draft of this report must be submitted to the project team for comments prior to finalisation. Comparison of the spatial realm of the above bullet points will form the basis of consultation to establish the desired land use and develop strategies to be implemented in order to guide development in the study area.</p>			
<p>Phase 3: Opportunities and constraints</p>	<p>Identify the key commodities and enterprises that are of priority within prioritised District Municipalities.</p> <ul style="list-style-type: none"> ● Mapping of sensitivities and opportunities for identified commodities and enterprises within prioritised District Municipalities. ● Conduct analysis to identify generally agreed impact in order to gain an understanding of the common impacts of various commodity enterprises, their management and reporting requirements, siting criteria, environmental attributes that need to be considered as well as their carrying capacity in different environs. 	<ul style="list-style-type: none"> ● Draft Commodity Analysis Report ● 1st Public Participation Report ● Issues list 	<p>10%</p>	<p>3 Month</p>

	<p>Compile Basic Assessment Report for identified commodities and enterprises within prioritised District Municipalities.</p> <ul style="list-style-type: none"> • Ground verification and checks • PSC familiarization with area draft sensitivity analysis • Draft identification of environmental management zones • Draft Commodity Analysis Report out for comment and inputs • Meetings with key stakeholder • Work in comments and responses to Status quo Report • Draft desired state of development report for comments and inputs 	<ul style="list-style-type: none"> • 1st Draft Opportunities and Constraints Report • Basic Assessment Report for identified commodities and enterprises • Draft specialist inputs • PSC site visit to the area • Ground verification records • Focus group meetings • Public open days • Public and stakeholder response reports 		
<p>Phase 4: Draft Environmental Management Framework</p>	<p>The following aspect must be developed and then integrated to form the basis of the EMF:</p> <ul style="list-style-type: none"> • The desired state of the environment <ul style="list-style-type: none"> ○ The Status Quo Report must be used to facilitate a consultative public participation process through which the desired state of the environment for the area will be established. ○ This desired state of the environment must be spatially represented in the same format as in the status quo report to enable comparison. ○ The desired state must be compared to the Status Quo Report, all land use planning documentation and the proposed Focus Areas. ○ The desired state report may need to detail the identified conflicts over land use planning and identify strategies for resolution of these conflicts. 	<ul style="list-style-type: none"> • Draft Environmental Management Framework 	<p>15%</p>	<p>3 Months</p>

	<ul style="list-style-type: none"> • Proposed environmental control zones • Based on the spatial component of the desired state of the environment / development vis-à-vis bio-physical constraints and opportunities, the study area must be divided into environment and development control zones. The purpose of such strategic zoning would be to facilitate future decision-making regarding sustainable development requirements and acceptability of development applications. This must include a spatial representation of such zoning within the area in respect of one or more activities in a manner that will identify – <ul style="list-style-type: none"> ○ areas in which the undertaking of an activity should be allowed to take place without further investigation; ○ areas in which the undertaking of an activity may be allowed subject to an environmental authorisation being granted in terms of these regulations; and ○ areas in which the undertaking of an activity should not be considered; • A strategy for maintaining productive agricultural activity on land where agriculture has been identified as a feasible and desired land use. • A strategy for maintaining land where open space is identified as the land use of choice. • A system to evaluate, monitor and report on progress made towards the state of the environment and land uses in the study area. A realistic set of indicators coupled with measurable time scales must be developed. • GIS viewer , which is a spatial viewer for the EMF zones that highlights the zone and the EMP and activities suitable for the zones. 			
Phase 5: Draft Strategic Environmental Management Plan	<ul style="list-style-type: none"> • A Strategic Environmental Management Plan that will address management guidelines and responsibilities 	<ul style="list-style-type: none"> • Draft Strategic Environmental Management Plan 	10%	3 Month
Phase 6: Action plan(s) for the implementation of the EMF	<ul style="list-style-type: none"> • The document must include all the relevant action plans required for the implementation of the EMF and all the strategies that form part thereof. 	<ul style="list-style-type: none"> • Action plan 	10%	3 Month

PART 2 : DEVELOP EXCLUSION STANDARDS

Phase 7: Draft exclusion standard	<ul style="list-style-type: none"> • Develop a draft exclusion standards for listed activities relating to certain commodity enterprises to be adopted terms of Sections 24(2)(10)(a) read with Section 24(10) (d) of NEMA • Design and upload relevant data into a GIS Viewer • Public comment period (30 days as required by PAJA Regulations) 	<ul style="list-style-type: none"> • draft exclusion standards • Public Comments 	20%	3 Months
Phase 8 Final Exclusion Standard and Implementation Protocol	<ul style="list-style-type: none"> • Develop a final draft exclusion standards for listed activities relating to certain commodity enterprises to be adopted terms of Sections 24(2)(10)(a) read with Section 24(10) (d) of NEMA • Develop project registration forms and protocol • Incorporation of public comment period (30 days as required by PAJA Regulations) 	<ul style="list-style-type: none"> • final draft exclusion standards • Final Version of the GIS Viewer • Relevant Forms and implementation Protocol 	15%	3 Months
RETENTION	<ul style="list-style-type: none"> • Given the regulatory consultative nature of the EMF and Exclusion Standard post compilation, a certain amount shall be paid Six (6) month after such consultations and approvals have been concluded. NB: The Service provide may not be expected to do additional work that may be established during these consultative and approval process but must rectify all identified defects. The Service Provider shall however be deemed to be bound by the contract as entered with the Department during this retention period. Applicable supply chain rules and regulations may apply if additional work may be allocated because of these legal consultations and approval processes. 	<ul style="list-style-type: none"> • Approval by relevant Authorities and publication in a government gazette 	05%	6 months

8. PROPOSAL REQUIREMENT

Service Providers are expected to submit proposals that amongst others demonstrate:

- Capable team of professionals that are qualified and experienced in relevant field including but not limited Agriculture, Town and Regional Planning, Land Resource Economics / Agricultural Economics, Environmental Management, Agricultural Economics, Biological Science, Hydrology, Geographic Information Science (GIS) and Social Sciences. Relevant Specialists to be registered with relevant statutory bodies.
- Demonstrate experience of the company in all functional areas;
- Outline typical features and methodology to be used in compiling or undertaking tools and activities above
- A project plan including a breakdown of activities and time frames
- Project management set-up
- Breakdown of all team members (attach curriculum vitae) and previous relevant experience (including references).
- Proposal for skill transfer to the departmental officials

10. MANDATORY REQUIREMENTS

Failure to adhere to the following conditions will disqualify the bidder's proposal:

- 10.1 Compliance with all Tax Clearance requirements: Attach Valid Tax Clearance Certificate/ Compliance Tax Status Pin, Central Supplier Database Number, where consortium/joint ventures/ sub-contractor are involved, each party to the association must submit separate Tax Clearance requirements;
- 10.2 Attach a resolution letter authorizing a person to sign the bid documents.
- 10.3 Project Manager should be registered with one of the following relevant statutory bodies, i.e.
 - 10.3.1 SACPLAN for planning professionals
 - 10.3.2 EAPASA for environmental impact practitioners
 - 10.3.3 SAGC for Geographic Information Science (GIS)

10.3.4 SACNASP for scientist, including but not limited to agriculturists, zoologist, botanists, entomologists, environmentalists and biologists.

11. FINANCIAL MANAGEMENT

11.1 With regards to the financial implications for the project, service providers are expected to submit a clear costing schedule for the project. Amongst others, the following information should be provided:

11.1.1 An upper price (ceiling price VAT inclusive) limit for the project as whole that shall not be exceeded unless the scope and timeframe is extended by prior written consent from the relevant authorities

11.1.2 When required to perform duties away from the headquarters, the service provider will be expected to travel and book accommodation at their own costs (travel and accommodation should be included in the pricing schedule)

11.2 The service provider will be paid according to deliverable successfully achieved to the satisfaction of the Project Steering Committee. This implies that all deliverables should be translated into among others, activities to be undertaken; key milestones; time associated with each activity; human resources allocated to undertaking each activity; as well as the hourly fee applicable to each person.

11.3 The successful service provider will be required to sign a contract of appointment and the service level agreement with the Department.

12. PROJECT MANAGEMENT

12.1 A Project Steering Committee (PSC) comprising of relevant units in the Department and relevant government department, relevant provincial Government Department as well as municipalities in the area will consider the interim report as the project reaches agreed milestones (end of each phase).

- 12.2 The Expert Reference Group (ERG) shall comprise of very experienced individuals with remarkable track record in various areas of the projects especially as it relates to general environmental impact assessments and specialist studies
- 12.3 The Departmental day to day management of the project will be located at the Directorate: Environmental Planning Services (D: EPS). The service provider will deal directly with the project manager in the unit. The manager of the unit will also ensure the processing (payment) of invoices, submission of progress reports by the service provider to DALRRD; furnish all available data, documents and relevant information where necessary. The Service Provider and D: EPS shall be referred to the Core Project Management Team (cPMT), which will meet regularly according to the need. Any party can propose a cPMT meeting. It is however, expected that all stakeholders will deliberate to determine the best responsive institutional arrangements against the backdrop of the complex relationships that are governed by various legislation during inception processes. It is expected that another structure(s) for project management may be established. *NB: the DALRRD is not a competent authority when it comes to environmental authorizations but a subject.* Further reporting requirements will be discussed with the successful service provider. However, it will be expected of service providers to indicate the proposed project management setup and milestone in the project proposal. The service provider shall identify a project leader to hand in products per milestone achieved and shall present a proposed work plan. The successful service provider will be expected to further discuss the project plan during the inception meeting with the department outlining how the work is going to be structured.
- 12.4 All reports shall be in English. Hard and digital copies of all the project documents will be submitted to the Department.
- 12.5 All documents, materials, data and information in whatever manner or format, whether hardcopy, digital videotape, or otherwise will be the property of the Department of Agriculture, Land Reform and Rural Development (DALRRD) and are not to be released to the third party without the consent of the relevant authority.

14. UNDUE DELAY REMEDIES

14.1 Should it be found that the delay of the project in terms of the agreed time period is unreasonable, then for every 5 (five) days or other stipulated time frame there shall be a penalty in terms of percentages which will be deducted from the payment as indicated below:

Table 2: Undue Delay Remedies

Milestone	% Payment	5 days overdue	10 days over-due	15 days over-due	30 days over-due	More than 30 days over-due
PART 1 : ENVIRONMENTAL MANAGEMENT FRAMEWORK (EMF)						
PHASE 1	5%	20%	40%	60%	75%	100%
PHASE 2	10%	10%	25%	50%	75%	100%
PHASE 3	10%	10%	25%	50%	75%	100%
PHASE 4	15%	10%	25%	50%	75%	100%
PHASE 5	10%	10%	25%	50%	75%	100%
Phase 6	10					
PART 2: EXCLUSION STANDARDS						
PHASE 7	20%	10%	25%	50%	75%	100%
PHASE 8	15%	10%	25%	50%	75%	100%
RETENTION	05%	n/a	n/a	n/a	n/a	n/a

14.2 The service provider shall forfeit the total payment per milestone in the case of the project being delayed for longer than 30 days after the milestone due date. The service provider may apply to the Department for an extension on the delivery date for any milestone not achieved – provided that the service provider gives valid reason(s) to the sole satisfaction of the Department.

15. EXTRA WORK

15.1 Any costs for extra work by the service provider, incurred over and above the scope of this bid, due to reasons attributable to the service provider during any phase of the project shall be borne by the service provider.

16. BID EVALUATION CRITERIA

This bid shall be evaluated on the basis of functionality and in accordance with 80/20 preference points system as stipulated below.

16.1. First Stage -Evaluation of Functionality

Functionality will be evaluated by Members of the Bid Evaluation Committee in accordance with the functionality criteria and values illustrated below. The applicable values that will be utilized when scoring each criterion ranges from **1 poor, 2 average, 3 good, 4 very good and 5 excellent.**

CRITERIA	GUIDELINES FOR CRITERIA APPLICATION	WEIGHTS
1. RESOURCES	1.1. Project leader should be in possession of at least a master’s degree in Town and Regional Planning, Development Planning, Environmental Management / science or Biological Sciences (and where applicable s/he should be registered with a relevant professional body, e.g	10

	<ul style="list-style-type: none"> • South African Council for Natural Scientific Professions (SACNASP) as scientists <ul style="list-style-type: none"> ▪ Agricultural Science ▪ biologist ▪ biodiversity Specialist ▪ botanists, ▪ zoologists ▪ Entomologists, etc • South African Council for Planners (SACPLAN) as professional Planners. <p>The scoring criteria below shall apply:</p> <p>Poor (score 1): Relevant Diploma / 3 year bachelor’s degree / any qualification without applicable professional registration</p> <p>Average (score 2): Relevant B.Tech / Honours degree with applicable professional registration</p> <p>Good (score 3) : Relevant Master’s degree with applicable professional registration</p> <p>Very Good (score 4): Relevant Doctoral Degree with applicable professional registration</p> <p>Excellent (score 5) : A Professor in a relevant field with applicable professional registration</p> <p>NB: A qualification that does not require mandatory professional registration will be considered compliant in line with the level of academic achievement prescribed above. Only certified copies of qualifications will be accepted for this criterion.</p>	
	<p>Project leader’s relevant experience (a minimum of five (5) years’ experience in environmental impact management).</p> <p>The scoring criteria below shall apply:</p>	<p>10</p>

	<p>Poor (score 1): 1-2 years' experience in environmental impact management</p> <p>Average (score 2): 3-4 years' experience in environmental impact management</p> <p>Good (score 3): 5-6 years' experience in environmental impact management</p> <p>Very Good (score 4): 7-8 years' experience in environmental impact management</p> <p>Excellent (score 5): 9 years and above of experience in environmental impact management</p> <p>NB: Only CVs coupled with certified copies of qualifications will be accepted for this criterion.</p> <p><i>NB: resources must remain the same for the duration of the project, a change of resources must be done in consultation with DALRRD where a replacement of similar or more experience will be approved.</i></p>	
	<p>The bidder should present a team of professionals that are allocated as follows</p> <ul style="list-style-type: none"> • Project Leader responsible for overall project management in all provinces <ul style="list-style-type: none"> ○ Team Eastern Cape (<u>OR Tambo</u> and <u>Chris Hani District Municipalities</u>). 5 ○ Team Free State (<u>Lejeleputswa</u> and <u>Thabo Mofutsanyane District Municipalities</u>) 5 ○ Team Mpumalanga and North West (<u>Nkangala</u> and <u>Dr Ruth Segomotsi Mompati District Municipalities</u>) 5 <p><u>These provincial teams will be comprised of three (3) professionals that are led by someone in possession of at least 5 years' experience and in</u></p>	

	<p>possession of at least a master’s degree in Town and Regional Planning, Development Planning, , Agricultural Science, Environmental Management (Science) or Biological Sciences (and where applicable s/he should be registered with a relevant professional body). The other two members of the provincial team must have at least an honours degree in Town and Regional Planning, Development Planning, Agricultural Science, Environmental Management / science or Biological Sciences (and where applicable s/he should be registered with a relevant professional body).</p> <p>The scoring criteria below shall apply:</p> <p>Poor (score 1): 1-2 years relevant experience and in possession of at least an Honours/ Masters/ Doctoral degree with applicable professional registration</p> <p>Average (score 2): 3-4 years relevant experience and in possession of at least a Honours/ Masters/ Doctoral degree with applicable professional registration</p> <p>Good (score 3): 5-6 years relevant experience and in possession of at least a Masters/ Doctoral degree with applicable professional registration</p> <p>Very Good (score 4): 7-8 years relevant experience and in possession of at least a Masters / Doctoral degree with applicable professional registration</p> <p>Excellent (score 5) : 9 years and above of relevant experience and in possession of at least a Doctoral degree / professorship with applicable professional registration</p>	
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	<p>NB: A qualification that does not require mandatory professional registration will be considered compliant in line with the level of academic achievement prescribed above. Only detailed CV accompanied with certified copies of qualifications will be accepted for this criterion.</p> <p><i>NB: resources must remain the same for the duration of the project, a change of resources must be done in consultation with DALRRD where a replacement of similar or more experience will be approved.</i></p>	
<p>2. CAPABILITY (Proof of experience must be clearly and distinctly indicated)</p>	<ul style="list-style-type: none"> ○ The bidding entity should have at least Five (5) years' experience in Environmental Impact Management including SEA, EMFs, EMPRs, EIAs, etc. as well as at least three (3) corresponding purchase orders and completion certificates or reference letters from the previous employers) <p>The scoring criteria below shall apply:</p> <p>Poor (score 1): 1-2 years' experience in environmental impact management with 0-1 corresponding purchased orders and completion certificates or reference letters</p> <p>Average (score 2): 3-4 years' experience in environmental impact management with 2 corresponding purchased orders and completion certificates or reference letters</p> <p>Good (score 3): 5-6 years' experience in environmental impact management with 3 corresponding purchased orders and completion certificates or reference letters</p>	<p>20</p>

	<p>Very Good (score 4): 7 -8 years 'experience in environmental impact management with 4 corresponding purchased orders and completion certificates or reference letters</p> <p>Excellent (score 5): 9 years and above of experience in environmental impact management with 5 or corresponding purchased orders and completion certificates or reference letters</p> <p>NB: The completion and/ or reference letter must be signed by a contactable reference and should be in the former employer's letterhead.</p>	
<p>3. METHODOLOGY AND PROJECT MANAGEMENT</p>	<ul style="list-style-type: none"> • Outline a broad overview of approaches and methodologies that may be employed to conduct and implement EMFs and Exclusion standards <ul style="list-style-type: none"> • The bidder must demonstrate competency with regards to <ul style="list-style-type: none"> ○ Proposed methodology/ Project approach - Appropriateness of proposed approach and methodology. ○ Quality of work plan - Project deliverables linked to the phases of the project. The degree to which the methodology proposed is sound, professional, realistic and logical. - Project Schedule/ Plan - Proposed Project Management linked to the milestone and timeframe; 	<p>45</p>

	<p>The scoring criteria below shall apply:</p> <p>Poor (score 1): Proposed approach does not outline the requirements as specified in the ToR</p> <p>Average (score 2): Proposed approach inadequately and poorly addresses requirements in the ToR.</p> <p>Good (score 3) : Proposed approach adequately specified all requirements in the ToR and is acceptable for implementation</p> <p>Very Good (score 4): Proposed approach specifies the way the project will be delivered and indicate additional value adds</p> <p>Excellent (score 5): Proposed approach exceptionally specifies the way the project will be delivered and indicate additional value adds.</p>	
TOTAL POINTS ON FUNCTIONALITY OUT OF 100		100

The Bids that fail to achieve a minimum of **70** points out of 100 points for functionality will be disqualified. This means that such bids will not be evaluated on second stage (Preference Points System).

16.2 Third Stage - Evaluation in terms of 80/20 Preference Points System

Only bids that achieve the minimum qualifying score for functionality will be evaluated further in accordance with the 80/20 preference points system.

16.3 Calculation of points for price

The PPPFA prescribes that the lowest acceptable bid will score 80 points for price. Bidders that quoted higher prices will score lower points for price on a pro-rata basis.

16.4 Calculating of points for B-BBEE status level of contribution

Points will be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBE Status Level of Contributor	Number of Points
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

Bidders must submit original and valid B-BBEE Status Level Verification Certificate or certified copies thereof.

In order to claim the B-BBEE points in accordance with the above table of B-BBE Status Level of Contributor, Bidders must submit any of the following proof of B-BBEE Status Level Verification Contributor;

B-BBEE Status level certificate issued by an authorized body or person;

A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;

Any other requirement prescribed in terms of the B-BBEE Act;

Bidders who do not submit B-BBEE Status level verification certificates or are non-compliant contributors to B-BBEE, do not qualify for preference points for B-BBEE, but will not be disqualified from the bidding process. They will score points out of 80 for price only zero (0) points out 20 for B-BBEE.

A trust, consortium or joint venture will qualify for points for the 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 BBEE scorecard is prepared for every separate bid.

Any bid that is qualified by the bidder's own conditions will automatically be disqualified

17. TERMS AND CONDITIONS OF THE BID

- 17.1 Awarding of the bid will be subject to the Service Provider's express acceptance of the DALRRD Supply Chain Management's general contract conditions. The DALRRD and Service Provider will sign a Services Level Agreement upon appointment.
- 17.2 The Service Provider should commence with the project immediately after receiving the letter of appointment and the service level agreement signed.
- 17.3 During the execution of the project, the service provider is required to present reports on the progress of the project. It is the responsibility of the service provider to organise the progress report for meetings and have one of their representatives assigned to taking minutes and circulating them to the Expert Reference Group (ERG), Project Steering Committee (PSC) and Project Management Teams (PMT) members.
- 17.4 Any deviation from the project plan should be put in writing and signed by the project manager.
- 17.5 Any suggestions during the progress meetings, once accepted by both parties, shall form part of the contract.
- 17.6 Payments will be on work-completed basis i.e. on set milestones as per the pricing schedule.
- 17.7 The Service Provider team members named in the proposal should be retained for the duration of the project. Any replacement of team members must be of the same or higher qualification and experience with the former and should be discussed and approved by the department prior to such replacement. The Service Provider shall announce to the Department a month in advanced before the replacement of a regular official.

- 17.8 When DALRRD accepts the final product, the appointed service provider will be liable to correct errors and fill gaps that may be discovered in the data/project, at **no** charge to DALRRD. This condition will apply for a period of one month from the day the project was completed and submitted to DALRRD. It is called Retention Period
- 17.9 The DALRRD reserves the right not to appoint if suitable candidates are not found, at the complete discretion of the Department.
- 17.10 The department reserves the right to terminate the contract if there is clear evidence of non-performance.
- 17.11 **Service provider should be registered on the National Treasury Central Supplier Database and proof thereof must be furnished (supplier number and unique registration number).**

17.12 **DALRRD GIS Departmental Standard Conditions**

- The required layers must be compatible with the ArcView GIS version currently utilized by the DALRRD and be submitted in ArcView Shape File format (*.shp).
- A detailed metadata report indicating methodologies and sources of information used for this project must be supplied, along with relevant recommendations.
- A Microsoft PowerPoint presentation is required summarizing the project for the utilisation of the Department.
- All reports and GIS information will be the property of the Department and are to be used or distributed only with the permission of the Department.

18. SERVICE LEVEL AGREEMENT

18.1 The Department of Agriculture, Land Reform and Rural Development and Service Provider (s) will sign a Service Level Agreement upon appointment. Such a Service Level Agreement will amongst others include the following:

- 18.1.1 Period of Agreement;
- 18.1.2 Project objectives and scope;
- 18.1.3 Staffing;
- 18.1.4 Method of Communication;

- 18.1.5 Reporting relationship;
- 18.1.6 Deliverables and terms of deliverables;
- 18.1.7 Uncompleted work;
- 18.1.8 Disputes; and financial penalties and termination of contract.
- 18.1.9 Staffing requirements will be identified on the onset of the project and shall remain unchanged for the duration of the project, unless prior written consent has been granted by the Department;
- 18.1.10 No material or information derived from the provision of the services under the contract may be used for any other purpose except for those of the Department, except where duly authorised to do so in writing by the Department;
- 18.1.11 Copyright in respect of all documents and data prepared or developed for the purpose of the project by the Service Provider shall be vested in the Department;
- 18.1.12 The successful Service Provider agrees to keep confidential all records and information of, or related to the project and not disclose such records or information to any third party without the prior written consent of the Department;
- 18.1.12 The department reserves the right to terminate the contract if there is clear evidence of non-performance; and
- 18.1.13 Note that the department reserves the right to award the bid to more than one service provider who obtained points above the set threshold of 70 points. This may in part be informed by the strength of teams provided by the bidders especially as it relates to the Evaluation Criterion on “Resources” above. Awards may be issued for Provincial clusters mentioned above, namely, Eastern Cape Cluster, Free State Cluster and North-West & Mpumalanga Cluster. If the successful bidders are awarded a part of the bid (i.e. one or two of the clusters instead of all three), their original offer (price) will be worked out in proportion to the number of provincial clusters awarded. For example, if the bidder’s offer/price is R100,00 and the bidder is awarded one (1) provincial cluster, their price will be worked out to R33.30 and R66,60 for two (2) provincial clusters.

19. ENQUIRIES.

Query	Name	Contact Details
Technical	Mr Magezi Enock Mhlanga	(012) 312 8668 Magezi.Mhlanga@DALRRD.gov.za
	Mr Zongezile Bango	(012) 312 9628 Zongezile.Bango@DALRRD.gov.za
Bid related	Mr Abie Olyn BIDS Management	(012) 312 9518 abie.olin@DALRRD.gov.za

20. PUBLICATION

- Departmental Website;
- National Treasury e-Portal;
- National Newspaper, and
- For twenty-one (21) days.

21. BRIEFING SESSION

Non-compulsory virtual briefing session shall be held on the link provided

5/2/2/1- DALRRD 0024(2021/2022)

APPOINTMENT OF A SERVICE PROVIDER(S) TO CONDUCT A STRATEGIC ASSESSMENT OF THE ENVIRONMENT BY COMPILING ENVIRONMENTAL MANAGEMENT FRAMEWORKS (EMFs) TO STREAMLINE ENVIRONMENTAL AUTORIZATIONS PROCESSES BY EXCLUDING CERTAIN ACTIVITIES IN ACCORDANCE WITH A PRESCRIBED STANDARDS IN SIX (6) PRIORITISED DISTRICT MUNICIPALITIES OVER A PERIOD OF TWENTY-FOUR (24) MONTHS.

CLOSING DATE: 07 SEPTEMBER @11H00

TECHNICAL ENQUIRIES : Mr Magezi Enock Mhlanga or Mr Zongezile Bango
TEL : 012 312 8668/9628
EMAIL : magezi.mhlanga@dalrrd.gov.za or Zongezile.bango@dalrrd.gov.za

BID RELATED ENQUIRIES : Mr. Abie Olyn/Mr P Makhado/ Ms. Daisy Mongwai / Ms K Modise
TEL : (012) 312 8359/9786/9518/8711
EMAIL: Daisy.Mongwai@dalrrd.gov.za/ abie.oly@dalrrd.gov.za / pfarelo.makhado@dalrrd.gov.za

FINANCIAL PROPOSAL – PART 2 OF 2

Total before VAT **DALRRD 0024 (2021-2022)**

1. The accompanying information must be used for the formulation of proposals.
2. Bidders are required to indicate rates based on the total Estimated cost for all the activities and including expenses inclusive of VAT for the project.
- 3 **TOTAL BID PRICE** R.....

PHASES	% PAYABLE	TIMEFRAMES	SUBMISSION/ OUTPUT	Total
PART 1: THE ENVIRONMENTAL MANAGEMENT FRAMEWORK (EMF)				
PHASE 1 • Inception report. • Literature Review • Public and stakeholder participation plan	5%	3 months	• Inception report. • Literature Review Report • Public and stakeholder participation plan	R.....
PHASE 2 • Status quo Report	10%	3 Months	• Status quo Report	
PHASE 3 • Opportunities and constraints	10%	3 months	• Draft Commodity Analysis Report • 1 st Public Participation Report • Issues list	R.....
PHASE 4 Draft Environmental Management Framework	15%	3 months	• Draft Environmental Management Framework	R.....
PHASE 5 Draft Strategic Environmental Management Plan	10%	3 months	• Draft Strategic Environmental Management Plan	R.....
Phase 6 Action plan(s) for the implementation of the EMF	10%	3 months	• Draft Strategic Environmental Management Plan	R.....
PART 2: DEVELOP EXCLUSION STANDARDS				
PHASE 7 Phase 7: Draft Exclusion standard	20%	3 months	• Draft exclusion standards • Public Comments Register	R.....

PHASES	% PAYABLE	TIMEFRAMES	SUBMISSION/ OUTPUT	Total
			<ul style="list-style-type: none"> • GIS Viewer 	
Final Exclusion Standard and Implementation Protocol	15%	3 months	<ul style="list-style-type: none"> • final draft exclusion standards • Final Version of the GIS Viewer • Relevant Forms and implementation Protocol 	R.....
Retention	05%	6 months	<ul style="list-style-type: none"> • Final draft exclusion standards • Final Version of the GIS Viewer • Relevant forms and implementation Protocol 	R.....
Total	100%	24 Month + 6 months retention period	<ul style="list-style-type: none"> • Approval by relevant Authorities • Government gazette 	R.....
SUB- TOTAL (Excluding Vat				R.....
15% Vat				R.....
TOTAL(Inclusive of VAT				R.....