

5/2/2/1- DALRRD 0037(2022/2023)

PANEL OF SERVICE PROVIDERS TO CONDUCT ENVIRONMENTAL IMPACT ASSESSMENTS (EIA) OVER THE PERIOD OF THREE (3) YEARS.

**CLOSING DATE: 14 DECEMBER 2022**

**NB: COMPULSORY BRIEFING SESSION AS FOLLOWS:**

**DATE: 28 NOVEMBER 2022**

**TIME: 10:00am**

**VENUE: 20 STEVE BIKO ROAD AGRICULTURE PLACE, ARCADIA, PRETORIA**

**TECHNICAL ENQUIRIES** : Mr. Magezi Mhlanga/ Mr Zongezile Bango/ Ms Nontokoza Mahlalela  
TEL : (012) 312 9628/8667/9518  
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**BID RELATED ENQUIRIES** : Mr. Abie Olyn/ Mr F Maseli  
TEL : (012) 312 9518/9786/9734/871/  
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[MbulaheniMA@dalrrd.gov.za](mailto: MbulaheniMA@dalrrd.gov.za)

**NB: IN A CASE WHERE THE DEPARTMENT IS CLOSED DUE TO COVID-19, THE SECURITY AT THE GATE WILL OPEN FOR THE DOCUMENT TO BE DEPOSITED IN THE TENDER BOX.**

## LA 1.1



### 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 AGRICULTURE LAND REFORM AND RURAL DEVELOPMENT

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**BID NUMBER:** 5/2/2/1- DALRRD 0037 (2022/2023)

**CLOSING TIME:** 11H00

**CLOSING DATE:** 14 DECEMBER 2022

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

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1. Kindly furnish us with a bid for services shown on the attached forms.
2. Attached please find the General Contract Conditions (GCC), SBD1, SBD 3.3, SBD4, SBD6.1, 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: 22 NOVEMBER 2022**

## MAP TO BIDDER BOX (B BOX)

**5/2/21- DALRRD 0037 (2022/2023) CLOSING DATE: 14 DECEMBER 2022 @ 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.**

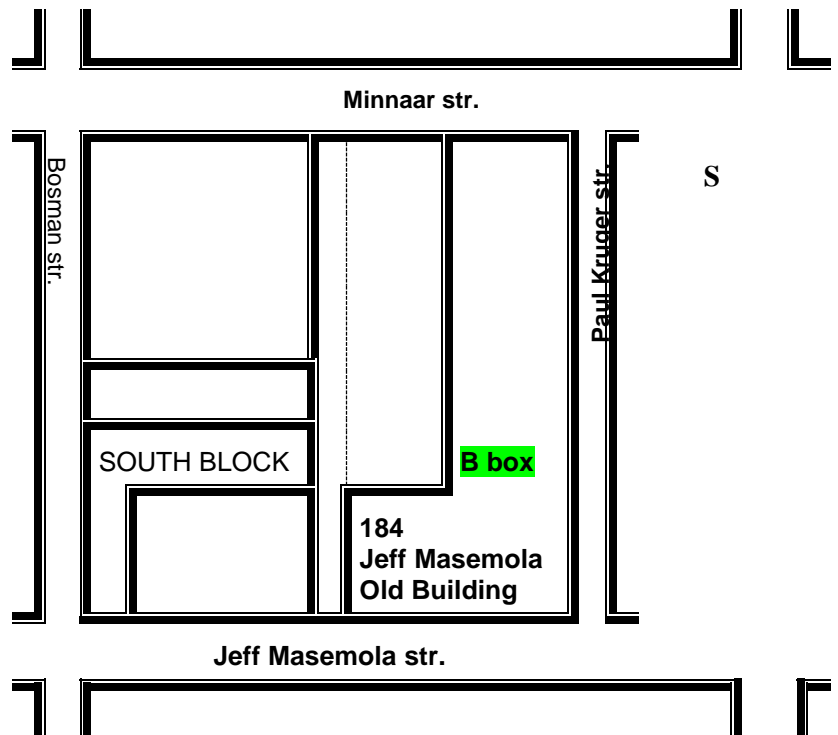
**THE SBD 1 FORM MUST BE SIGNED IN THE ORIGINAL AND WITH BLACK INK**

**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 6AM TO 6PM, 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](http://www.treasury.gov.za)
- 4. Standards**
- 4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.
- 5. Use of contract documents and information; inspection.**
- 5.1 The supplier shall not, without the purchaser’s prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser’s prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier’s performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier’s records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.
- 6. Patent rights**
- 6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.
- 7. Performance**
- 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.

Js General Conditions of Contract (revised July 2010)

**PART A  
INVITATION TO BID**

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (RURAL DEVELOPMENT AND LAND REFORM)</b>					
BID NUMBER:	5/2/21- DALRRD 0037(2022/2023)	CLOSING DATE:	14 DECEMBER 2022	CLOSING TIME:	11:00
DESCRIPTION	<b>PANEL OF SERVICE PROVIDERS TO CONDUCT ENVIRONMENTAL IMPACT ASSESSMENTS (EIA) OVER THE PERIOD OF THREE (3) YEARS.</b>				
<b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)</b>					
<b>DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT</b>					
<b>184 JEFF MASEMOLA STREET</b>					
<b>PRETORIA</b>					
<b>0001</b>					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>			<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>		
CONTACT PERSON	Mr. Abie Olyn Mr. Freddy Maseli		CONTACT PERSON	Mr. Magezi Mhlanga Mr Zongezile Bango Ms Nontokoza Mahlalela	
TELEPHONE NUMBER	012 312 9786/8711/9734		TELEPHONE NUMBER	(012) 312 9628/8667/9518	
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	<a href="mailto:Abie.olyn@dalrrd.gov.za">Abie.olyn@dalrrd.gov.za</a> <a href="mailto:Tshepo.Mlambo@dalrrd.gov.za">Tshepo.Mlambo@dalrrd.gov.za</a> <a href="mailto:MbulaheniMA@dalrrd.gov.za">MbulaheniMA@dalrrd.gov.za</a>		E-MAIL ADDRESS	<a href="mailto:Magezi.mhlanga@Dalrrd.gov.za">Magezi.mhlanga@Dalrrd.gov.za</a> <a href="mailto:Zongezile.Bango@Dalrrd.gov.za">Zongezile.Bango@Dalrrd.gov.za</a> <a href="mailto:Nontokoza.Mahlalela@Dalrrd.gov.za">Nontokoza.Mahlalela@Dalrrd.gov.za</a>	
<b>SUPPLIER INFORMATION</b>					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
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	
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW ]	
<b>QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>					

**PART B  
TERMS AND CONDITIONS FOR BIDDING**

<b>1. BID SUBMISSION:</b>	
1.1.	BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2.	<b>ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.</b>
1.3.	THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4.	<b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).</b>
<b>2. TAX COMPLIANCE REQUIREMENTS</b>	
2.1	BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2	BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER’S PROFILE AND TAX STATUS.
2.3	APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
2.4	BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5	IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6	WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7	NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE.”

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

SIGNATURE OF BIDDER: .....

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

DATE: .....

## BIDDER'S DISCLOSURE

### 1. PURPOSE OF THE FORM

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

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

### 2. Bidder's declaration

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

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

Full Name	Identity Number	Name of State institution

2.2 Do you, or any person connected with the bidder, have a relationship

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

with any person who is employed by the procuring institution? **YES/NO**

2.2.1 If so, furnish particulars:

.....  
.....

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract? **YES/NO**

2.3.1 If so, furnish particulars:

.....  
.....

**3 DECLARATION**

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>2</sup> will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring

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

institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

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

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....  
Signature Date

.....  
Position Name of bidder

## 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 exceed/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
<b>PRICE</b>	80
<b>B-BBEE STATUS LEVEL OF CONTRIBUTOR</b>	20
<b>Total points for Price and B-BBEE must not exceed</b>	<b>100</b>

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.

### 2. DEFINITIONS

- (a) “**B-BBEE**” means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) “**B-BBEE status level of contributor**” means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) “**bid**” means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) “**Broad-Based Black Economic Empowerment Act**” means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) “**EME**” means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) “**functionality**” means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) “**price**” includes all applicable taxes less all unconditional discounts;
- (h) “**proof of B-BBEE status level of contributor**” means:
  - 1) B-BBEE Status level certificate issued by an authorized body or person;
  - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
  - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) “**QSE**” means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) “**rand value**” means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

### 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

#### 4. POINTS AWARDED FOR PRICE

##### 4.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

A maximum of 80 or 90 points is allocated for price on the following basis:

**80/20**                      **or**                      **90/10**

$$Ps = 80 \left( 1 - \frac{Pt - P_{min}}{P_{min}} \right) \text{ or } Ps = 90 \left( 1 - \frac{Pt - P_{min}}{P_{min}} \right)$$

Where

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

##### 4.2 FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME-GENERATING PROCUREMENT

##### 4.3 POINTS AWARDED FOR PRICE

A maximum of 80 or 90 points is allocated for price on the following basis:



80/20

or

90/10

$$P_s = 80 \left( 1 + \frac{P_t - P_{max}}{P_{max}} \right) \text{ or } P_s = 90 \left( 1 + \frac{P_t - P_{max}}{P_{max}} \right)$$

Where

- $P_s$  = Points scored for price of bid under consideration  
 $P_t$  = Price of bid under consideration  
 $P_{max}$  = Price of highest acceptable bid

## 5. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

- 5.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (90/10 system)	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

## 6. BID DECLARATION

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

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

- 7.1 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.)

## 8. SUB-CONTRACTING

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

(Tick applicable box)

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

- 8.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted.....%
- ii) The name of the sub-contractor.....
- iii) The B-BBEE status level of the sub-contractor.....
- iv) Whether the sub-contractor is an EME 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:

<b>Designated Group: An EME or QSE which is at last 51% owned by:</b>	<b>EME</b> √	<b>QSE</b> √
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		
<b>OR</b>		
Any EME		
Any QSE		

**9. DECLARATION WITH REGARD TO COMPANY/FIRM**

- 9.1 Name of company/firm:.....
- 9.2 VAT registration number:.....
- 9.3 Company registration number:.....

**9.4 TYPE OF COMPANY/ FIRM**

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

[TICK APPLICABLE BOX]

**9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

.....

.....

.....

.....

**9.6 COMPANY CLASSIFICATION**

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

[TICK APPLICABLE BOX]

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

9.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of 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.

WITNESSES

1. ....

2. ....

.....  
SIGNATURE(S) OF BIDDERS(S)

DATE: .....

ADDRESS .....

.....

.....



**BRANCH: SPATIAL PLANNING AND LAND USE MANAGEMENT , PRIVATE BAG X833, PRETORIA, 0001, TEL: 012 312 8668; FAX: 012 326 6419, Email: nontuthuzelo.ntshabele@dalrrd.gov.za**

## **TERMS OF REFERENCE FOR ENLISTMENT OF A PANEL OF SERVICE PROVIDERS TO CONDUCT ENVIRONMENTAL IMPACT ASSESSMENTS (EIA) OVER THE PERIOD OF THREE (3) YEARS.**

### **1. PURPOSE**

The Department of Agriculture, Land Reform and Rural Development (DALRRD) seeks to appoint a panel of service providers to conduct Environmental Impact Assessments (EIAs) over the period of three (3) years.

### **2. BACKGROUND**

2.1. The Department of Agriculture, Land Reform and Rural Development (DALRRD) is obliged in terms of the Constitution of the Republic of South Africa, the National Environmental Management Act No 107 of 1998 (NEMA), the Spatial Planning and Land Use Management Act 16 of 2013 (SPLUMA) and other environmentally related legislation to comply and integrate environmental planning on its development projects.

2.2. The Department is listed under Schedules 1 and 2 of the National Environmental Management Act (NEMA) No 107 of 1998, hence it is required to prepare and implement a Consolidated Environmental Implementation and Management Plan (CEIMP), in accordance with Chapter 3 of the Act. NEMA provides for certain contents and procedures that should be covered by the CEIMP. Amongst other issues, it requires the Department to work closely with other national departments such as the Department of Forestry, Fisheries and the Environment (DFFE) to ensure compliance with their legislation in the spirit of intergovernmental relations and coordination. A Memorandum of Agreement (MoA) between departments may

## **TERMS OF REFERENCE FOR ENLISTMENT OF A PANEL OF SERVICE PROVIDERS TO CONDUCT ENVIRONMENTAL IMPACT ASSESSMENTS (EIA) OVER THE PERIOD OF THREE (3) YEARS.**

be entered into in carrying out the provision of legislation administered by various organs of state.

2.3. It is against this backdrop that the Department has developed an Environmental Policy to direct how cooperation with relevant departments may be achieved especially when it relates to the compilation and implementation of the Consolidated Environmental Implementation and Management Plan (CEIMP) in line with Chapter 3 of NEMA, Climate Change Adaptation Framework, Environmental Impact Assessment (EIA) and Strategic Assessment of the Environmental for certain Strategically Located Parcels of Land as well as in finding a collaborative mechanism for ensuring streamlined authorisations with regards to water, agriculture, mining, land development and environmental legislation and any other legislation, norms and standards.

### **3. SYNOPTIC OVERVIEW OF THE DALRRD'S ENVIRONMENTAL POLICY**

#### **3.1. Rationale for the establishment of the policy**

3.1.1. The DALRRD's Environmental Policy is a thoughtful system to guide decisions and achieve rational outcomes regarding environmental compliance and management. It is intended to help determine the course of action that the Department should take in certain situations.

3.1.2. Without this Environmental Policy, the Department had experienced a number of challenges in fulfilling its legal mandates in terms of environmental management, which are summarized as follows:

3.1.2.1. There was no domestication of various environmental legislative provisions that implicate the Department.

3.1.2.2. The Department comprises a wide range of programmes with specific mandates however there has been no institutional arrangement to

**TERMS OF REFERENCE FOR ENLISTMENT OF A PANEL OF SERVICE PROVIDERS TO CONDUCT ENVIRONMENTAL IMPACT ASSESSMENTS (EIA) OVER THE PERIOD OF THREE (3) YEARS.**

effectively mainstream departmental environmental obligations into day-to-day operations across its approval structures and staff.

- 3.1.2.3. The previous environmental policy was not designed to strategically address all environmental challenges that are inherent with the departmental mandate, e.g. it solely relied on the use of a single environmental management instruments to achieve compliance without necessarily looking at the quantities and complexities of compliance requirements vis-à-vis the inherent pressure or demand of project implementation environment.
- 3.1.2.4. Before the advent of the Departmental Environmental Policy, the process for planning of projects did not enable intergovernmental cooperation and integration.
- 3.1.2.5. The set up for internal environmental governance before the Environmental Policy compiled was silent insofar as issues of climate change are concerned.
- 3.1.2.6. Due to the absence of an approved Environmental Policy and its implementation thereof, there was a limited awareness regarding environmental governance and management within the Department.
- 3.1.2.7. There was limited alignment and integration of departmental projects with local level plans such as the Rural Development Plans (RDP), Integrated Development Plans (IDPs) and Spatial Development Frameworks (SDFs).
- 3.1.2.8. There was limited monitoring and evaluation of environmental compliance within the Department. This situation made it difficult to ascertain the extent of challenges on the ground and appropriate response measures to strengthen environmental management.

# TERMS OF REFERENCE FOR ENLISTMENT OF A PANEL OF SERVICE PROVIDERS TO CONDUCT ENVIRONMENTAL IMPACT ASSESSMENTS (EIA) OVER THE PERIOD OF THREE (3) YEARS.

## 3.2. Environmental Legislative Framework

3.2.1. The Environmental Policy is based on the conceptual and legislative framework detailed below:

3.2.1.1. The National Government of South Africa has developed various policies, legislation and made various international commitments in response to the challenges of environmental management. As reflected in NEMA, the National Framework for Sustainable Development and Action Plan for 2011-2014 (NSSD1) and National Development Plan (NDP), '**Sustainable Development**' means the integration of social, economic and environmental factors into planning, implementation and decision-making to ensure that development serves the present and future generations. It should be noted that the use of the term '**Environment**' in the policy is aligned to this broad understanding as per the Integrated Environmental Management (IEM) Guidelines.

3.2.1.2. The NEMA definition of "**environment**" is in accordance with the international understanding of sustainable development, which involves ensuring that the balancing of needs and developmental objectives of the country are achievable, with decision-making based on norms and standards aimed at attaining defensible outcomes. Sustainable development also forms the basis of global and national imperatives, including **climate change, water, green economy, and biodiversity protection which should underpin socio-economic growth**. For these requirements to be achieved, cooperative governance and alignment of policies across government institutions are essential.

## **TERMS OF REFERENCE FOR ENLISTMENT OF A PANEL OF SERVICE PROVIDERS TO CONDUCT ENVIRONMENTAL IMPACT ASSESSMENTS (EIA) OVER THE PERIOD OF THREE (3) YEARS.**

3.2.1.3. South Africa is committed to a path of sustainable development, which is demonstrated by the following key environmental legislation:

- The Constitution of South Africa, 1996 (Act No. 108 of 1996);
- The National Environmental Management Act (No. 107 of 1998) (NEMA);
- National Environmental Management: Air Quality Act (No. 39 of 2004);
- National Environmental Management: Biodiversity Act (No. 10 of 2004);
- National Environmental Management Protected Area Act (No. 57 of 2000);
- National Environmental Management: Waste Act (No. 59 of 2008);
- Spatial Planning and Land Use Management Act (Act 16 of 2013) (SPLUMA);
- National Water Act (Act 36 of 1998) and related norms and standard;
- Subdivision of Agricultural Land Act, 1970 (Act No. 10 of 1970) and several related agricultural legislation;
- Mineral and Petroleum Resources Development Act (Act 28 of 2002) (MPRDA);
- National Environmental Management: Environmental Impact Assessment Regulations (NEMA Environmental Impact Assessment (EIA) Regulations);
- National Environmental Management: Integrated Coastal Management Act (No. 24 of 2008)(NEM:ICMA);
- National Climate Change Response Policy (2011);
- World Heritage Convention Act (No. 49 of 1999);



## **TERMS OF REFERENCE FOR ENLISTMENT OF A PANEL OF SERVICE PROVIDERS TO CONDUCT ENVIRONMENTAL IMPACT ASSESSMENTS (EIA) OVER THE PERIOD OF THREE (3) YEARS.**

- Mountain Catchment Areas Act (No. 63 of 1970);
- National Forests Act No. 84 of 1998 (NFA); and
- Municipal By-Laws.
- DFFE Instruments Regulations.
- Draft Minimum environmental information standards for SDFs.
- EMFSs for the 3 District Municipalities as well as their Exclusion standards.
- Guidelines for Climate Change Considerations in EIAs, Waste Licence and Air Emission Licence.

### 3.3. The Environmental vision of the Department.

3.3.1. The environmental vision of the Department is to achieve a balanced development that demonstrate socially, economically and environmentally sustainable.

3.3.2. This Vision outlines the Department's commitment to:

- 3.3.2.1. Act in accordance with all applicable environmental legislation;
- 3.3.2.2. Implement its mandate in accordance with good environmental management practices;
- 3.3.2.3. Promote capacity building and technical support within the Department and for relevant project beneficiaries, to achieve this vision, and
- 3.3.2.4. Deliver on its core mandates in the most efficient and effective manner possible.

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### 3.4. Objectives of this Environmental Policy

3.4.1. The objectives of the Environmental Policy sets out the Department's responsibilities regarding environmental legal obligations and good practice approaches, and are as follows:

3.4.1.1. Set out a governance framework that includes the environmental coordination mechanism;

3.4.1.2. To affirm the Consolidated Environmental Implementation and Management Plan (CEIMP) as provided for by NEMA at the centre of intergovernmental and Intra-departmental environmental cooperative governance;

3.4.1.3. To promote a principle led project planning and decision making;

3.4.1.4. To strengthen project planning through environmental screening processes, climate change risk and vulnerability Assessment, and strategic environmental Assessment of RDPs as well as any recognised Integrated Environmental Instrument;

3.4.1.5. Conduct continuous training and capacity building; and

3.4.1.6. Provide for a monitoring and evaluation framework.

### 3.5. Policy measures

3.5.1. To address the Department's current challenges in meeting its environmental obligations, it was necessary for the DALRRD to adopt and implement a number of policy measures aimed at strengthening institutional arrangements for environmental management, build inter- and intra-governmental relations, apply tools to build capacity and awareness of environmental obligations, and promote integrated planning of projects.

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3.5.2. A number of policy measures are set out as follows:

a) Strengthen Internal Environmental Coordination

Environmental Compliance and Implementation Forum (ECIF) is established by this policy to coordinate all environmental activities of the Department including the effort to coordinate how environmental compliance is to be attained through cooperation with other Organs of State.

b) Ensure proper Environmental Cooperative Governance

The DALRRD is listed under Schedules 1 and 2 of NEMA as having a mandate that can both affect and promote environmental management. The Environmental Policy places the Consolidated Environmental Implementation and Management Plan (CEIMP) that is compiled in accordance with Section 11 of NEMA at the centre of environmental compliance and management within and outside the Department.

c) Strengthen Project Planning

i. Strategic Assessment of the Environment

The Strategic Environmental Assessment (SEAs) is the mapping of sensitivity and opportunity of parcels of land against the backdrop of certain priority commodities. SEAs will be compiled for certain Strategically Located Lands (SLLs) juxtaposing identified sensitivities and opportunities with various key commodities identified by various development plans, e.g.

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Rural Development Plans (RDPs). It is expected that after compilation of SEAs, the Department will work with the Department of Forestry, Fisheries, and the Environment (DFFE) to find ways of streamlining environmental requirements.

- ii. Intergovernmental coordination and cooperation with regard to authorization:

Collaboration will be undertaken in accordance with the Guidelines for the Implementation of EIA Regulations in effecting Section 24J of NEMA, which provides that any Organ of State (OoS) may approach the DFFE to work together in finding a collaborative mechanism for dealing with environmental impact of their projects. It is most applicable to Organs of State (OoS) that undertake massive infrastructure projects of national importance, e.g. energy projects by Eskom, rail or harbours projects by Transnet, etc. The DALRRD also have projects that are important for the transformation of the country's socioeconomic status, especially that of the rural areas.

- iii. Integration of Climate Change Risks and Vulnerability Assessment (RVA) and Local Climate Change Plan for all relevant developmental plans of the Department and its partners:

Integration of Climate Change Risk and Vulnerability Assessment (RVA) and Local Climate Change Adaptation Plans detailing adaptation options for Rural Development Plans (RDPs) and Integrated Development Plan (IDP) will be conducted. This is in line with the National Climate Change

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Response Policy as well as the Climate Change Adaptation Plan for Rural Human Settlement. Local adaptation plans will assist practitioners to develop long-term risk management strategies to cope with climate change. Incorporating adaptation plans into IDPs will mainstream adaptation issues into municipal planning and decision making. Continuous training of rural development planners at all levels on this aspect is a cornerstone for the implementation of this environmental policy.

- iv. Environmental Screening Tool as a key component of the Departmental Environmental Impact Management processes.

An Excel-based Environmental Screening Tool will be rolled out to DALRRD staff to assist in identify environmental legal requirements as well as best practice of certain proposed projects at various scales. The Department should use the Environmental Screening Tool to determine its environmental legal requirements on a project-by-project basis.

- v. Build capacity and awareness

DALRRD will roll-out annual training on the Environmental Policy and the Environmental Screening Tool to staff in all Provincial Shared Services Centres (PSSCs). It is also anticipated that continuous training on the Climate Change Adaptation Plan for Rural Human Settlement will be rolled-out in perpetuity for the benefit of all stakeholders participating in the rural development sector in the country.

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### **d) Integration of Environmental Planning into Spatial Planning Processes**

The Spatial Planning and Land Use Management Act (SPLUMA) No 16 of 2013 requires government's spatial planning policy, programmes and plans to incorporate environmental planning considerations in the their compilation and implementation. It is against that background that in implementing SPLUMA certain projects should be about the streamlining of environmental planning tools into the heart of spatial planning policy landscape.

### **3.6. Implementation of the Environmental Policy**

The cornerstone for the implementation of this policy will be centred on the compilation, implementation and integration of SEAs, EIAs, Climate Change Risk and Vulnerability Assessment (RVA), Local Climate Change Adaptation Plans and roll out of training for the above. Certain SPLUMA implementation projects with a strong environmental bias will be implemented in the context of this policy. The smooth running of structures established in line with this policy (e.g. ECIF) will be central to ensuring successful coordination of the above activities.

## **4. OBJECTIVES OF THE PROJECT**

The objective is to call for proposals from suitably qualified professional service providers to be enlisted in the panel of service providers to be contracted on an as and when required basis to assist the DALRRD with EIAs for the period of thirty-six (36) months. NB: It must be noted that inclusion into the panel does not automatically mean that the enlisted service providers will be allocated projects. Requests for Quotations / Proposals will be sent to the service providers enlisted with the panel as a closed tender.

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- 4.1. The prospective bidders should be able to demonstrate ability and capability to undertake projects in the following functional areas:
  - 4.1.1. Environmental Impact Assessment (EIAs).
  - 4.1.2. Stakeholder facilitation.
  - 4.1.3. Demonstrate experience of the company in EIAs.
  - 4.1.4. Outline typical features and methodology to be used in compiling or undertaking EIAs.
  - 4.1.5. A project plan including a breakdown of activities and time frames.
  - 4.1.6. Project management set-up.
  - 4.1.7. Breakdown of all team members (attach curriculum vitae) and previous relevant experience (including references).
  - 4.1.8. Proposal for skill transfer to the departmental officials.

## **5. IMPORTANT AND RELATED DOCUMENTS**

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

- 5.1. The DALRRD's Environmental Policy;
- 5.2. The Electronic Environmental Screening Tool;
- 5.3. The Comprehensive Rural Development Programme (CRDP) concept document;
- 5.4. Agri-Parks Programme;
- 5.5. District Rural Development Plans (DRDP/Rural Development Sector Plans);
- 5.6. Climate Change Response Policy (White Paper);
- 5.7. Climate Change Adaptation Plan for Rural Human Settlements;
- 5.8. Spatial Planning and Land Use Management Act (SPLUMA);
- 5.9. Various other SPLUMA implementation norms and standards as well as plans;

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- 5.10. National Environmental Management Act (107/1998);
- 5.11. Guidelines for Strategic Environmental Assessment (SEA);
- 5.12. Environmental Impact Assessment Regulations, 2014;
- 5.13. Other Integrated Environmental Management (IEM) Instruments; and
- 5.14. All documents mentioned under 3.2 above
- 5.15. In addition, any other relevant document.

### **6. MANDATORY REQUIREMENTS**

Bidders must attend a compulsory briefing session. NB: Failure to attend the briefing session will result in disqualifications. Attendance register shall be the ultimate proof of attendance of the clarification meeting.

### **7. PROJECT MANAGEMENT**

7.1. Various projects will be managed by various project managers from line function branches within the Department. The panel will be managed administratively through the Department's Supply Chain Management processes. A responsible line function Project Manager and the Directorate: Environmental Planning Services (D: EPS) will be responsible for technical aspects of all future proposals. Reporting lines for service providers will be determined on project-by-project basis.

### **8. EVALUATION OF THE BID**

Bid will be evaluated on functionality stated below:



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**8.1. EVALUATION OF FUNCTIONALITY**

This bid shall be evaluated on functionality as stipulated below. The evaluation of the functionality will be evaluated individually by Members of Bid Evaluation Committee in accordance with the below functionality criteria and values. The applicable values that will be utilized when scoring each criterion ranges **from 1 being poor, 2 being average, 3 being good, 4 being very good and 5 being excellent.**

<b>CRITERIA</b>	<b>GUIDELINES FOR CRITERIA APPLICATION</b>	<b>WEIGHTS</b>
<p><b>1. RESOURCES</b></p>	<ul style="list-style-type: none"> <li>○ Project leader should be in possession of at least <i>NQF Level 8</i> that relate to environmental management, natural science, development or spatial planning. <b>NB: attach a certificate(s) should be certified by the Commissioner of Oath. The date stamp should not be older than 6 months from the date of closing of this tender. Faxed and/or emailed certified copies will not be considered as valid. Non-Certified copies will not be considered as valid.</b></li> </ul> <p><i>I. Project leader with NQF Level 6 or less that relate to environmental management, natural science, development or spatial planning –Poor (1)</i></p> <p><i>II. Project leader with NQF Level 7 that relate to environmental management, natural science, development or spatial planning –Average (2)</i></p> <p><i>III. Project leader with NQF Level 8 that relate to environmental management, natural science, development or spatial planning –Good (3)</i></p> <p><i>IV. Project leader with NQF Level 9 that relate to environmental management, natural science, development or spatial planning –Very Good (4)</i></p> <p><i>V. Project leader with NQF Level 10 that relate to environmental management, natural science, development or spatial planning –Excellent (5)</i></p>	<p><b>10</b></p>

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	<ul style="list-style-type: none"> <li>○ Project leader must be registered with Environmental Assessment Practitioners Association of South Africa (EAPASA) as an environment assessment practitioner and have acquired <b>practical and verifiable</b> experience in Environmental Impact Assessment (EIAs) should be a minimum of ten (10) years: <b>attach CV and certificate(s) which are certified by the Commissioner of Oath. The date stamp should not be older than 6 months from the date of closing of this tender. Faxed and/or emailed certified copies will not be considered as valid. Non-Certified copies will not be considered as valid.</b></li> </ul> <p><i>I. Project leader registered with Environmental Assessment Practitioners Association of South Africa (EAPASA) as an Environmental Assessment Practitioner and have acquired 5 or less years practical and verifiable experience in Environmental Impact Assessment (EIAs) – <b>Poor (1)</b></i></p> <p><i>II. Project leader registered with Environmental Assessment Practitioners Association of South Africa (EAPASA) as an Environmental Assessment Practitioner and have acquired more than 5 less than 10 years practical and verifiable experience in Environmental Impact Assessment (EIAs)– <b>Average (2)</b></i></p> <p><i>III. Project leader registered with Environmental Assessment Practitioners Association of South Africa (EAPASA) as an environment assessment practitioner s and have acquired 10 years practical and verifiable experience in Environmental Impact Assessment (EIAs)– <b>Good (3)</b></i></p> <p><i>IV. Project leader registered with Environmental Assessment Practitioners Association of South Africa (EAPASA) as an environment assessment practitioner s and have acquired more than 10 less than 15 years practical and verifiable experience in Environmental Impact Assessment (EIAs)-- <b>Very Good (4)</b></i></p> <p><i>V. Project leader registered with Environmental Assessment Practitioners Association of South Africa (EAPASA) as an environment assessment practitioner and have acquired 15 or more years practical and verifiable experience in Environmental Impact Assessment (EIAs)– <b>Excellent (5)</b></i></p>	<b>10</b>
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	<p>The Service Provider must assemble a team of three (3) professionals which is constituted by individual as an <i>Environmental Assessment Practitioner</i> and each registered with a relevant council, have NQF Level 8 qualification related to environmental management, 5 years' experience and understanding of environmental management, natural science, development and spatial planning <b>NB: attach CV and certificate(s) which are certified by the Commissioner of Oath. The date stamp should not be older than 6 months from the date of closing of this tender. Faxed and/or emailed certified copies will not be considered as valid. Non-Certified copies will not be considered as valid.</b></p> <p><i>I. Team comprising one as an Environmental Assessment Practitioner with or without NQF Level 8 qualification, experience of 5 years and understanding of environmental management, natural science, development and spatial planning – Poor (1)</i></p> <p><i>II. Team comprising two) as an Environmental Assessment Practitioners, each with NQF Level 8 qualification, experience of 5 years and understanding of environmental management, natural science, development and spatial planning – Average (2)</i></p> <p><i>III. Team comprising three as an Environmental Assessment Practitioners each with NQF Level 8 qualification, experience of 5 years and understanding of environmental management, natural science, development and spatial planning – Good (3)</i></p> <p><i>IV. Team comprising of four as professional with at least 3 Environmental Assessment Practitioners each with NQF Level 8 qualification, experience of 5 years and understanding of environmental management, natural science, development and spatial planning as well as one additional professional with NQF Level 9 qualification, experience of 5 years and understanding of environmental management, natural science, development and spatial planning – Very Good (4)</i></p> <p><i>V. Team comprising five professionals with at least 3 Environmental Assessment Practitioners each with NQF Level 8 qualification, experience of 5 years and understanding of environmental management, natural science, development and spatial planning as well as two additional professionals with NQF Level 10 qualification, experience of 5 years and understanding of environmental management, natural science, development and spatial planning – Excellent (5)</i></p>	20
<p><b>2. CAPABILITY</b></p>	<p>○ Summary profile of previous success work performed by the company in Environmental Impact Assessment (EIAs). <b>NB: Attach at least three completion certificates or reference letters with contactable officials. Completion certificates or reference letters</b></p>	20

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<p><b>(Proof of experience must be clearly and distinctly indicated)</b></p>	<p><b>must be on the letterhead and name of their client and must have the type of work done, the timeframe and the remarks that indicate that the service was successfully performed. Completion certificates or reference letters must be duly signed (completion certificates or reference letters that does not address the above will not be considered)</b></p> <p><i>I. One completion certificate on Environmental Impact Assessment (EIAs) with verifiable evidence – Poor (1)</i></p> <p><i>II. Two completion certificates on Environmental Impact Assessment (EIAs) with verifiable evidence – Average (2)</i></p> <p><i>III. Three completion certificates on Environmental Impact Assessment (EIAs) with verifiable evidence – Good (3)</i></p> <p><i>IV. Four completion certificates on Environmental Impact Assessment (EIAs) with verifiable evidence – Very Good (4)</i></p> <p><i>V. Five or more completion certificates on Environmental Impact Assessment (EIAs) with verifiable evidence – Excellent (5)</i></p>	
<p><b>3. METHODOLOGY AND PROJECT MANAGEMENT</b></p>	<p>○ A Generic methodology and work program of how the project deliverables will be executed. Please provide a generic process of either conducting Environmental Impact Assessment (EIA), (<i>assume that one is undertaking a full scoping process</i>) or compiling an Environmental Management Framework (EMF) (<i>assume that it will run for 24 months</i>). <b>NB: Attach a detailed proposed project plan with timeframes</b></p> <p><i>I. The service provider's methodology and work program are not clearly defined –Poor (1)</i></p> <p><i>II. The service provider's methodology and work program are fair and demonstrate little understanding on how to execute the project –Average (2)</i></p> <p><i>III. The service provider's methodology and work program are clearly defined and demonstrate good understanding on how to execute the project –Good (3)</i></p> <p><i>IV. The service provider's methodology and work program are clearly defined and demonstrate very good understanding on how to execute the project –Very Good (4)</i></p>	<p><b>40</b></p>

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	<i>V.The service provider's methodology and work program are Exceptional, demonstrate an exceptional understanding on how to execute the project, and includes some innovative ideas –Excellent (5)</i>	
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**The Bids that fail to achieve a minimum of seventy (70) points out of hundred (100) for functionality will be disqualified. This means that such bids will not be included in the panel of Environmental Impact Assessment (EIAs)**

**9. TERMS AND CONDITIONS OF THE BID**

- 9.1. All information captured and or used to generate the outputs of the project remains the property of the Department of Agriculture, Land Reform and Rural Development (DALRRD), and must be handed over in its totality as part of the Final Handover. The DALRRD will retain copyright and all associated intellectual rights thereof. This document together with all agreements to be or reached during the course of the project become part of the contract.
- 9.2. 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.
- 9.3. The Service Provider should commence with the project immediately after receiving purchase order and the service level agreement signed.
- 9.4. 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 Project Steering Committee (PSC) and Project Management Team' (PMT) members.

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- 9.5. Any deviation from the project plan should be put in writing and signed by the Project Manager.
- 9.6. Any suggestions during the progress meetings, once accepted by both parties, shall form part of the contract.
- 9.7. Payments will be on work-completed basis i.e. on PSC approved set of milestones
- 9.8. The Service Provider team members named in the proposal should be retained for the duration of the project. Any replacement of team members must first be discussed and approved by the Department. The Service Provider shall announce to the Department a month in advanced before the replacement of a regular official
- 9.9. 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
- 9.10. The Department of Rural Development and Land Reform reserves the right not to appoint if suitable candidates are not found, at the complete discretion of the Department.
- 9.11. The department reserves the right to terminate the contract in the event that there is clear evidence of non-performance.
- 9.12. It is not guaranteed that the accredited service providers will get appointed for projects.

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- 9.13. Specific Terms of Reference will be issued to the accredited panel, clearly indicating the scope, objectives, critical milestones, and deliverables to be achieved for a specific project,
- 9.14. Service provider should be registered on the National Treasury Central Supplier Database and proof thereof must be furnished (supplier number and unique registration number).

### **10. SERVICE LEVEL AGREEMENT**

- 10.1. The Department of Agriculture, Land Reform and Land Reform and Service Provider will sign a Service Level Agreement upon appointment on a specific project. Such a Service Level Agreement will amongst others include the following:
- 10.1.1.** Period of Agreement;
  - 10.1.2.** Project objectives and scope;
  - 10.1.3.** Staffing
  - 10.1.4.** Method of Communication;
  - 10.1.5.** Reporting relationship;
  - 10.1.6.** Deliverables and terms of deliverables;
  - 10.1.7.** Uncompleted work
  - 10.1.8.** Disputes; and
  - 10.1.9.** Financial penalties; and Termination of contract.
- 10.2. 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;

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- 10.3. 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;
- 10.4. 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;
- 10.5. 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;
- 10.6. The department reserves the right to terminate the contract in the event that there is clear evidence of non-performance; and
- 10.7. Note that the department reserves the right to award the bid to more than one service provider.

**11. ENQUIRIES.**

Query	Name	Contact Details
Technical	Mr Magezi Mhlanga	012) 312 8668 <a href="mailto:Magezi.mhlanga@Dalrrd.gov.za">Magezi.mhlanga@ Dalrrd.gov.za</a>
	Mr Zongezile Bango	(012) 312 9628 <a href="mailto:Zongezile.Bango@DALRRD.gov.za">Zongezile.Bango@DALRRD.gov.za</a>
	Ms Nontokozi Mahlalela	(012) 312 8667 <a href="mailto:Nontokozi.Mahlalela@DALRRD.gov.za">Nontokozi.Mahlalela@DALRRD.gov.za</a>
Bid related	Mr Abie Olyn BIDS Management	(012) 312 9518 <a href="mailto:abie.olynd@DALRRD.gov.za">abie.olynd@DALRRD.gov.za</a>



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