

5/2/1 (021) 2023/2024

**APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER TO CONDUCT ENVIRONMENTAL IMPACT ASSESSMENT AND PROVIDE ENVIRONMENTAL IMPACT ASSESSMENT AUTHORIZATION FOR SIXHENXE AGRICULTURAL CO-OPERATION PIGGERY PRODUCTION AND POULTRY ENTERPRISE ON PORTION 4 FARM 1048, EAST LONDON IN BUFFALO CITY METRO MUNICIPALITY, EASTERN CAPE OVER A PERIOD OF FIFTEEN (15) MONTHS.**

**CLOSING DATE: 30 May 2023 @ 11:00**

**TECHNICAL ENQUIRIES** : Ms Rebecca Makgai  
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EMAIL: [Rebecca.Makgai@dalrrd.gov.za](mailto:Rebecca.Makgai@dalrrd.gov.za)

**BID RELATED ENQUIRIES** : Mr. Kopano Ntsoane / Ms. Judith Meso  
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## 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. Kopano Ntsoane: Tel: (012) 312 8262

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

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**RFQ NO:** 5/2/1 (021) 2023/2024

**CLOSING TIME:** 11H00

**CLOSING DATE:** 30 MAY 2023

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), Pricing Schedule (SBD 3.3), SBD4, SBD6.1, terms of reference.
3. Bidders must ensure that they register with the National Treasury Central Supplier Database (CSD).
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**  
**QUOTATION MANAGEMENT**  
**DATE: 09/05/2023**

MAP TO QUOTATION BOX (B BOX)

RFQ NO: 5/2/1 (021) 2023/2024

CLOSING DATE: 30 MAY 2023 @ 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)

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

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

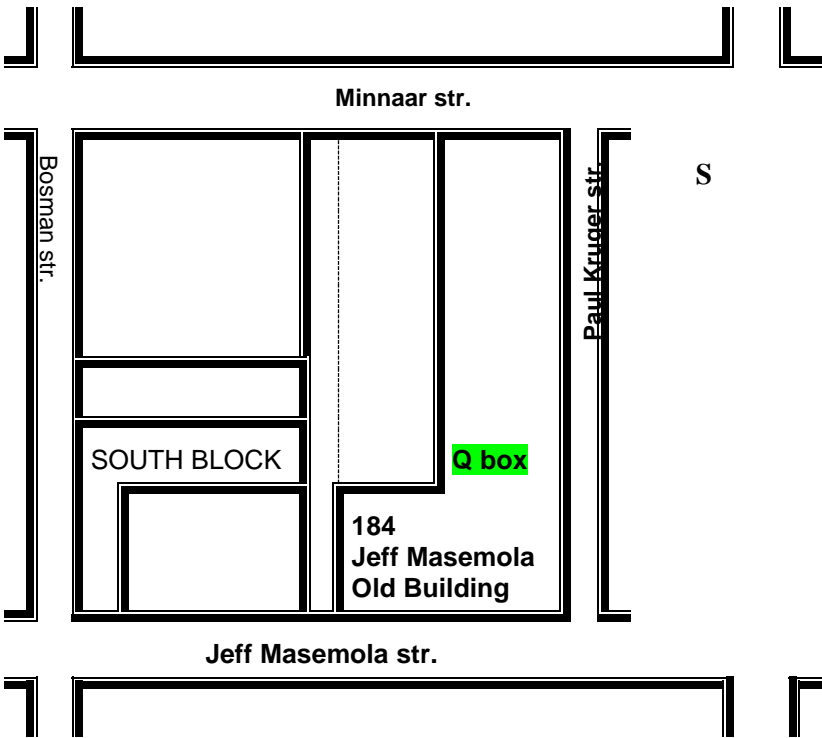
The Bid documents must be deposited in the Bid box which is identified as the “Bid/tender box.”

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

THE QUOTATION 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  
QUOTATION BOX WILL BE CLOSED AT  
11H00 WHICH IS THE CLOSING TIME OF  
RFQ.

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



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

Js General Conditions of Contract (revised July 2010)

## 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 2022

### PRICE QUOTATION PROCESS (UP TO R 1 MILLION)

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

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

#### 1. GENERAL CONDITIONS

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

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

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

- a) The applicable preference point system for this tender is the **80/20** preference point system.
- b) **80/20 preference point system** will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

- (a) Price; and
- (b) Specific Goals.

#### 1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
<b>Total points for Price and SPECIFIC GOALS</b>	<b>100</b>

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.
- 1.7 Bidders who wish to claim points in terms of table 4.2 below need to provide proof for each point claimed as guided below:
- Who had no franchise in national elections before the 1983 and 1993 Constitution – **attach certified copy of identity document (ID) and company registration document / CSD report to show/ substantiate percentage ownership equity.**
  - Who is female- **attach certified copy of identity document (ID) and company registration document / CSD report to show/ substantiate percentage ownership equity.**
  - Who has a disability – **attach doctor's letter confirming the disability**
  - Who is youth - **attach certified copy of identity document (ID) and company registration document / CSD report to show/ substantiate percentage ownership equity.**

## 2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

## 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

### 3.1. POINTS AWARDED FOR PRICE

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

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

<b>80/20</b>	<b>or</b>	<b>90/10</b>
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$$Ps = 80 \left( 1 - \frac{Pt - P_{min}}{P_{min}} \right) \text{ or } Ps = 90 \left( 1 - \frac{Pt - P_{min}}{P_{min}} \right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

### 3.2. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

#### 3.2.1. POINTS AWARDED FOR PRICE

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

### 4. POINTS AWARDED FOR SPECIFIC GOALS

4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

(a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or

(b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

**(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.**

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system)	Percentage ownership equity (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
I. Who had no franchise in national elections before the 1983 and 1993 Constitution	10		
II. Who is female	5		
III. Who has a disability	2		
IV. Specific goal: Who is youth	3		

#### DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm.....

4.4. Company registration number: .....

4.5. TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One-person business/sole propriety
- ☐ Close corporation
- ☐ Public Company
- ☐ Personal Liability Company
- ☐ (Pty) Limited
- ☐ Non-Profit Company
- ☐ State Owned Company

[TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;



- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
  - (a) disqualify the person from the tendering process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
  - (e) forward the matter for criminal prosecution, if deemed necessary.

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



**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 THE APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER TO CONDUCT ENVIRONMENTAL IMPACT ASSESSMENT AND PROVIDE ENVIRONMENTAL AUTHORIZATION FOR SIXHENXE AGRICULTURAL CO-OPERATION PIGGERY PRODUCTION AND POULTRY ENTERPRISE ON PORTION 4 OF FARM 1048, EAST LONDON IN BUFFALO CITY METRO MUNICIPALITY, EASTERN CAPE OVER A PERIOD OF FIFTEEN (15) MONTHS.**

## **1. PURPOSE**

The Department of Agriculture, Land Reform and Rural Development (DALRRD) seeks to appoint the services of a registered Environmental Assessment Practitioner (EAP) in accordance with the National Environmental Management Act (NEMA) (registered with EAPASA), to conduct Environmental Impact Assessment (EIA) and provide environmental authorization for Sixhenxe Agricultural Co-operation piggery production and poultry enterprise comprising of 600 pigs and 1 500 broiler chickens with the aim to produce an output of 7 000 chickens per six week cycle, around 5 000 chickens to be housed at any given time on Portion 4 of Farm 1048, East London in Buffalo City Metro Municipality, Eastern Cape over a period of fifteen (15) months.

## **2. BACKGROUND**

- 2.1. The Department of Agriculture, Land Reform and Rural Development is identified on 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, the Department is required to obtain authorisation or permission by law prior to implementation of activities which may significantly affect the environment in terms of chapter 5 of the National

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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.

- 2.2. In an effort to strengthen project planning, the Environmental Policy of the Department states that to reduce red tape and streamline authorisation processes, the Department will explore various legally acceptable avenues for environmental assessments. The Integrated Environmental Management Guideline Series of the Department of Forestry, Fisheries and the Environment introduces a suite of Integrated Environmental Management instruments together with the well-known Environmental Impact Assessment.
- 2.3. At this stage, commencement regarding implementation of the abovementioned Departmental Project, that is Sixhenxe Agricultural Co-operation piggery production and poultry enterprise requires an Environmental Impact Assessment Report and Environmental Authorizations. Obtaining Environmental Authorizations will assist the Department to address all environmental challenges that are inherent with the departmental mandate, sustainable development, compliance and ensure successful implementation of the project within targeted timeframes.

### **3. OBJECTIVES OF THE PROJECT**

- 3.1. To conduct Environmental Impact Assessment and acquire Environmental Authorization prior to commencement and successful implementation of the Sixhenxe Agricultural Co-operation piggery production and poultry enterprise comprising of 600 pigs and 1 500 broiler chickens with the aim to produce an output of 7 000 chickens per six week cycle, around 5 000 chickens to be housed at any given time on Portion 4 of Farm 1048, East London in Buffalo City Metro Municipality, Eastern Cape.

#### **4. SCOPE OF THE WORK**

- Conduct relevant assessment and Environmental Impact Assessment for the piggery production and poultry enterprise;
- Compile Environmental Impact Assessment Report for the piggery production and poultry enterprise; and
- Provide required Environmental Authorization for the piggery production and poultry enterprise.

The appointed Environmental Assessment Practitioner (EAP) will be required to perform duties in line with Section 13 (1) of the Environmental Impact Assessment (EIA) Regulations 2014 as amended, including but not limited to:

- Environmental screening of all applications to determine the type sensitivities present on site utilising desktop and site inspections;
- Lodge the Environmental Authorisation Application on behalf of the applicant/Department and submit motivations for exclusion from application fee as much as possible as the project is a government funded project;
- Where applicable, apply for exemptions from applying for an Environmental Authorisation Application on behalf of the applicant/Department;
- Identify applicable specialist studies to support the EIA process;
- Draft the terms of reference for the specialist assessments/studies;
- Appoint and monitor the specialists on behalf of the applicant/Department;
- All Specialist studies will be at the cost of the service provider;
- Conduct public participation process in line with Chapter 6 of the EIA Regulations;
- Conduct basic assessment process as per Appendix 1 of the EIA Regulations 2014 as amended;
- Advise the applicant/Department of additional permits and licences that are triggered by a proposed activity, and
- Respond to all received Appeals.

## **5. DELIVERABLES: ENVIRONMENTAL IMPACT ASSESSMENT (EIA) STUDY**

- 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 outline project phases 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. The service provider shall deliver the following:
  - 5.2.1. Application form for the project;
  - 5.2.2. Compilation of an Environmental Impact Assessment Report that complies with the requirements of NEMA and present to the Department ( Electronic and hard copy each of deliverable must be submitted to the department);
  - 5.2.3. A record of decision from the Competent Authority on the proposed project;
  - 5.2.4. Respond to all received appeals, if any.
- 5.3. Progress reports to be submitted at intervals agreed upon with the project team or at least aligned to project phases.
- 5.4. The consultant will be required to provide a hard and electronic copies of all draft and final reports.
- 5.5. The electronic copy must be produced in MS Word and PDF.
- 5.6. All documents must be in English.
- 5.7. GIS layers used for the project must be shared with the department in ArcViewerGIS version compatible to the one used by the department and also shared in ArcViewer Shape file format (\*.shp)

## **6. PROJECT MANAGEMENT**

- 6.1. Upon appointment, the service provider (EAPASA Registered Environmental Assessment Practitioner) will remain responsible for the application until the final stage of the EIA process;
- 6.2. The EAP will remain responsible of any timeframes associated with the EA application process;
- 6.3. The service provider will provide monthly and quarterly progress updates of all deliverables to the department;
- 6.4. The Directorate: Environmental Planning Services (D: EPS) will be responsible for project management in the department;
- 6.5. The Directorate Environmental Planning Services (EPS) assumes total accountability, and therefore authorises all expenditure for the Project;
- 6.6. The responsible Project Coordinator of the project will manage facilitation and monitoring of information for service providers;
- 6.7. Give support to the service provider wherever possible;
- 6.8. Make available on request, reports and information pertaining to the proposed Project; and
- 6.9. Inform the involved staff and communities of the forthcoming visits and the study by the service provider.

## **7. PROJECT SCHEDULING**

Scheduling for Project management purposes will include:

- 7.1. A Project Schedule (MS PROJECT);
- 7.2. The time frame for each deliverable and activity;
- 7.3. A Task and Cost Schedule (Cost breakdown of tasks)
- 7.4. An indication of all specialist, Project Team' Members and their responsibilities and contact details.

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**PROJECT PHASES AND DELIVERABLES:**

PHASES	DELIVERABLES	TIME FRAMES	% PAYABLE
Phase 1	Lodgment of application and inception report	1 month	10%
Phase 2	Preparation and submission of a Draft Environmental Impact Assessment Report	4 months	30%
Phase 3	Preparation and submission of Final Environmental Impact Assessment Report	3 months	20%
Phase 4	Environmental Authorisation (EA)	4 months	30%
Phase 5	Retention regarding Anticipated appeal retention	3 months	10%

**8. UNDUE DELAY REMEDIES**

8.1. 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

Milestone	% Payment	5 days overdue	10 days over-due	15 days over- due	30 days over- due	More than 30 days over-due
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%

**Table 2: Undue Delay Remedies**

8.2 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

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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.

**9. 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: Environmental Impact Assessment Regulations (NEMA Environmental Impact Assessment (EIA) Regulations);
- 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 legislations;
- Mineral and Petroleum Resources Development Act (Act 28 of 2002) (MPRDA);
- 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);
- Mountain Catchment Areas Act (No. 63 of 1970);
- National Forests Act No. 84 of 1998 (NFA);
- Municipal By-Laws; and
- Draft Minimum environmental information standards for SDF.



## **10. IMPORTANT AND RELATED DOCUMENTS**

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

- The DALRRD's Environmental Policy;
- The Electronic Environmental Screening Tool;
- Agri-Parks Programme;
- The Comprehensive Rural Development Programme (CRDP) concept document;
- District Rural Development Plans (DRDP/Rural Development Sector Plans);
- Spatial Planning and Land Use Management Act (SPLUMA);
- Existing Environmental Management Frameworks (EMF); and
- In addition, any other relevant document.

## **11. MANDATORY REQUIREMENTS**

NB: Failure to submit/attach proof of the following requirements with the proposal will disqualify the bidder's proposal.

### **TECHNICAL MANDATORY**

All EAPs (project leader and team) must be registered with EAPASA as per Regulation 21 of the section 24H Registration Authority Regulations (Attached a valid copy of registration letter)

## **12. EVALUATION OF THE BID**

This bid shall be evaluated on the basis of functionality and in accordance with Points Awarded for specific goals as stipulated below.

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**12.1. First Stage -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.**

CRITERIA	GUIDELINES FOR CRITERIA APPLICATION	WEIGHTS
1. RESOURCE S	<ul style="list-style-type: none"> <li>○ Project leader should be in possession of four-year qualification / Honour's degree that relates to environmental management, natural science and spatial planning. Project leader must be registered with EAPASA.</li> </ul> <p>NB: All certificates' copies 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. Certified copies of certified copies will not be considered as valid. Faxed and/or emailed certified copies will be considered as valid.</p> <p>The Evaluation Guide is as follows:</p> <ul style="list-style-type: none"> <li>I. Certificate or Diploma related to environmental management, natural science and spatial planning – <b>Poor (1)</b></li> <li>II. Degree related to environmental management, natural science and spatial planning – <b>Average (2)</b></li> <li>III. Honours Degree related to environmental management, natural science and spatial planning – <b>Good (3)</b></li> </ul>	<b>15</b>

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	<p>IV. <i>Master's degree related to environmental management, natural science and spatial planning -- <b>Very Good (4)</b></i></p> <p>V. <i>Doctoral Degree or above related to environmental management, natural science and spatial planning – <b>Excellent (5)</b></i></p>	
	<p>○ Project leader's relevant experience in environmental management and natural science should be a minimum of ten (10) years</p> <p>The Evaluation Guide is as follows:</p> <p>i. <i>Less than 4-year experience in environmental management and natural Science – <b>Poor (1)</b></i></p> <p>ii. <i>More than 4 to less than 10 years' experience in environmental management and natural Science – <b>Average (2)</b></i></p> <p>iii. <i>10 years' experience in environmental management and natural Science – <b>Good (3)</b></i></p> <p>iv. <i>More than 10 years but less than 16 years' experience in environmental management and natural Science -- <b>Very Good (4)</b></i></p> <p>v. <i>16 and more years of experience in environmental management and natural Science – <b>Excellent (5)</b></i></p>	<b>15</b>
	<p>○ The Service Provider must assemble a team of two (2) professionals which is constituted by individual professionals with at least Degree qualifications that relates to environmental management, natural science and spatial planning, registered with EAPASA and experience of 5 years each. The composition of the project team should have persons with qualification and knowledge as well as the understanding of environmental management, natural science and spatial planning.</p> <p>The Evaluation Guide is as follows:</p>	<b>10</b>

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	<ol style="list-style-type: none"> <li>I. Team comprising two professionals without a degree and post qualification experience of 5 years – <b>Poor (1)</b></li> <li>II. Team comprising two professionals with at least one with a degree qualification and experience of 5 years each – <b>Average (2)</b></li> <li>III. Team comprising two professionals with Degree and experience of 5 years each – <b>Good (3)</b></li> <li>IV. Team comprising three professionals with two professionals with degree qualification and experience of 5 years each and one additional honours degree – <b>Very Good (4)</b></li> <li>V. Team comprising four professionals with two professionals with Degree qualification and post qualification experience of 5 years each and one additional master's degrees– <b>Excellent (5)</b></li> </ol>	
<p>2.</p> <p><b>CAPABILITY</b> (Proof of experience must be clearly and distinctly indicated)</p>	<p>○ Summary profile of previous success work performed by the company in Environmental Assessments. At least five completion certificates or reference letters with contactable officials should be attached to serve as proof for such experience.</p> <p>The Evaluation Guide is as follows:</p> <ol style="list-style-type: none"> <li>I. One to two completion certificates on Environmental Assessments projects with verifiable evidence – <b>Poor (1)</b></li> <li>II. Three to four completion certificates on Environmental Assessments projects with verifiable evidence – <b>Average (2)</b></li> <li>III. Five to six completion certificates on Environmental Assessments with verifiable evidence – <b>Good (3)</b></li> <li>IV. Seven to eight completion certificates on Environmental Assessments with verifiable evidence – <b>Very Good (4)</b></li> <li>V. Nine or more completion certificates on Environmental Assessments with verifiable evidence – <b>Excellent (5)</b></li> </ol>	<b>20</b>
<p>3.</p> <p><b>METHODOLOGY AND PROJECT</b></p>	<p>○ A Generic methodology and work program of how the project deliverables will be executed. Please provide a generic process conducting Environmental Impact Assessment (EIA).</p>	<b>40</b>

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MANAGEMENT	<p>I. The service provider's methodology and work program are not clearly defined <b>Poor (1)</b></p> <p>II. The service provider's methodology and work program are fair and demonstrate little understanding on how to execute the project –<b>Average (2)</b></p> <p>III. The service provider's methodology and work program are clearly defined and demonstrate good understanding on how to execute the project –<b>Good (3)</b></p> <p>IV. The service provider's methodology and work program are clearly defined and demonstrate very good understanding on how to execute the project –<b>Very Good (4)</b></p> <p>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 –<b>Excellent (5)</b></p>	
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The Bids that fail to achieve a minimum of **70** points for functionality will be disqualified and will not be invited for the second stage of evaluations in accordance with Points awarded for specific goals as stipulated above.

**12.2. Second Stage - Evaluation in terms of Points awarded for specific goals.**

12.2.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

12.2.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

12.2.2.1. an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest

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acceptable tender will be used to determine the applicable preference point system; or

- 12.2.2.2. any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system, then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

**(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.**

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system)	Percentage ownership equity (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Who had no franchise in national elections before the 1983 and 1993 Constitution	10		
Who is female	5		
Who has a disability	2		
Specific goal: Who is youth	3		

**12.3. Calculation of total points scored for price and specific goals status.**

The points scored for price must be added to the points scored for specific goals to obtain the bidder's total points scored out of 100.

### **13. TERMS AND CONDITIONS OF THE BID**

- 13.1 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.
- 13.2 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.
- 13.3 The Service Provider should commence with the project immediately after receiving purchase order and the service level agreement signed.
- 13.4 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 Management Team' (PMT) members.
- 13.5 Any deviation from the project plan should be put in writing and signed by the Project Manager.
- 13.6 Any suggestions during the progress meetings, once accepted by both parties, shall form part of the contract.
- 13.7 Payments will be on work-completed basis i.e., on competent Authority (CA) approved set of milestones.
- 13.8 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.

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- 13.9 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.
- 13.10 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.
- 13.11 The department reserves the right to terminate the contract in the event that there is clear evidence of non-performance.
- 13.12 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 authorized to do so in writing by the Department.
- 13.13 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.
- 13.14 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.
- 13.15 The department reserves the right to award the bid to more than one service provider.

#### **14. SERVICE LEVEL AGREEMENT**

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

- 14.1 Period of Agreement;
- 14.2 Project objectives and scope;
- 14.3 Staffing;
- 14.4 Method of Communication;



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14.5 Reporting relationship;

14.6 Deliverables and terms of deliverables;

14.7 Uncompleted work; and

14.8 Disputes; Financial penalties and Termination of contract.

## **15. ENQUIRIES.**

Query	Name	Contact Details
Technical	Ms Nontokoza Mahlalela	012 312 8011 <a href="mailto:Nontokoza.mahlalela@dalrrd.gov.za">Nontokoza.mahlalela@dalrrd.gov.za</a>
	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>
Bid related	Mr. Kopano Ntsoane (Quotations Management)	(012) 312 8262 <a href="mailto:Kopano.Ntsoane@Dalrrd.gov.za">Kopano.Ntsoane@Dalrrd.gov.za</a>

## **16 PUBLICATION**

- Central Supplier database
- Fourteen (14) days.
- No briefing session

TERMS OF REFERENCE FOR THE APPOINTMENT OF A PROFFESIONAL SERVICE PROVIDER TO CONDUCT ENVIRONMENTAL IMPACT ASSESSMENT AND PROVIDE ENVIRONMENTAL AUTHORIZATION FOR SIXHENXE AGRICULTURAL CO-OPERATION PIGGERY PRODUCTION AND POULTRY ENTERPRISE ON PORTION 4 OF FARM 1048, EAST LONDON IN BUFFALO CITY METRO MUNICIPALITY, EASTERN CAPE OVER A PERIOD OF FIFTEEN (15) MONTHS.

**17 APPROVAL.**

- Terms of Reference have been approved as follows:

**APPROVED/ NOT APPROVED/ COMMENTS**

\_\_\_\_\_  
**MS NONTUTHUZELO NTSHABELE**  
**CHAIRPERSON: BSEC**  
**DATE:**

Bid No.: .....

Name of Bidder: .....

**PRICING SCHEDULE FOR THE APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER TO CONDUCT ENVIRONMENTAL IMPACT ASSESSMENT AND PROVIDE ENVIRONMENTAL AUTHORIZATION FOR SIXHENXE AGRICULTURAL CO-OPERATION PIGGERY PRODUCTION AND POULTRY ENTERPRISE ON PORTION 4 OF FARM 1048, EAST LONDON IN BUFFALO CITY METRO MUNICIPALITY, EASTERN CAPE OVER A PERIOD OF FIFTEEN (15) MONTHS.**

## **DALRRD ..... 2022-2023**

**PRICING SCHEDULE FOR THE APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER TO CONDUCT ENVIRONMENTAL IMPACT ASSESSMENT AND PROVIDE ENVIRONMENTAL AUTHORIZATION FOR SIXHENXE AGRICULTURAL CO-OPERATION PIGGERY PRODUCTION AND POULTRY ENTERPRISE ON PORTION 4 OF FARM 1048, EAST LONDON IN BUFFALO CITY METRO MUNICIPALITY, EASTERN CAPE OVER A PERIOD OF FIFTEEN (15) MONTHS.**

**(Professional Services)**

NAME OF BIDDER: .....BID NO.: DALRRD -00

CLOSING TIME

OFFER TO BE VALID FOR 90 DAYS FROM THE CLOSING DATE OF BID.

ITEM NO	DESCRIPTION	BID PRICE IN RSA CURRENCY INCLUSIVE OF <u>VALUE ADDED TAX</u>
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Bid Initials .....  
Bid's Signature.....Page 43 of 45  
Date:.....

Bid No.: .....

Name of Bidder: .....

**PRICING SCHEDULE FOR THE APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER TO CONDUCT ENVIRONMENTAL IMPACT ASSESSMENT AND PROVIDE ENVIRONMENTAL AUTHORIZATION FOR SIXHENXE AGRICULTURAL CO-OPERATION PIGGERY PRODUCTION AND POULTRY ENTERPRISE ON PORTION 4 OF FARM 1048, EAST LONDON IN BUFFALO CITY METRO MUNICIPALITY, EASTERN CAPE OVER A PERIOD OF FIFTEEN (15) MONTHS.**

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.....

**NB: REFER TO THE PARAGRAPH 7 OF THE TERMS OF REFERENCE**

PHASES	TIME FRAMES	% PAYABLE	TOTAL COST
Phase 1: Lodgement of an application and inception report	1 month	10%	R.....
Phase 2: Preparation and submission of a Draft Basic Assessment Report	4 months	30%	R.....
Phase 3: Preparation and submission of Final Basic Assessment Report	3 month	20%	R.....
Phase 4: Environmental Authorisation (EA)	4 month	30%	R.....
Phase 5: Anticipated appeal retention	3 months	10%	R.....
TOTAL COST EXCLUDING VAT			R.....
VAT 15%			R.....
TOTAL COST INCLUDING VAT			

Bid Initials .....  
 Bid's Signature.....  
 Date:.....

Bid No.: .....

Name of Bidder: .....

**PRICING SCHEDULE FOR THE APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER TO CONDUCT ENVIRONMENTAL IMPACT ASSESSMENT AND PROVIDE ENVIRONMENTAL AUTHORIZATION FOR SIXHENXE AGRICULTURAL CO-OPERATION PIGGERY PRODUCTION AND POULTRY ENTERPRISE ON PORTION 4 OF FARM 1048, EAST LONDON IN BUFFALO CITY METRO MUNICIPALITY, EASTERN CAPE OVER A PERIOD OF FIFTEEN (15) MONTHS.**

	R.....
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5. Period required for commencement with project after acceptance of bid  
.....

6. Estimated man-days for completion of project  
.....

7. Are the rates quoted firm for the full period of contract?  
.....

8. If not firm for the full period, provide details of the basis on which adjustments will be applied for, for example consumer price index.  
.....  
  
.....

Any enquiries regarding bidding procedures may be directed to the –

AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT  
PRIVATE BAG X 833  
PRETORIA  
0001

Query	Name	Contact Details
Technical	Ms Nontokozo Mahlalela	(012) 312 8667 <a href="mailto:Nontokozo.mahlalela@dalrrd.gov.za">Nontokozo.mahlalela@dalrrd.gov.za</a>
	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>
Bid related	Mr Kopano Ntsoane Quotations Management	(012) 312 8262 <a href="mailto:Kopano.Ntsoane@Dalrrd.gov.za">Kopano.Ntsoane@Dalrrd.gov.za</a>

Bid Initials .....  
 Bid's Signature..... Page 45 of 45  
 Date:.....