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Department:
Economic Development, Environment,
Conservation and Tourism
North West Provincial Government
REPUBLIC OF SOUTH AFRICA



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OFFICE OF THE HOD

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Dear Sir/Madam

REVIEW, UPDATE AND PUBLICATION OF TWO (2) INTER-RELATED BIODIVERSITY PLANNING TOOLS: THE NORTH WEST BIODIVERSITY SECTOR PLAN 2024-2030; AND THE NORTH WEST PROTECTED AREA EXPANSION STRATEGY 2024-2030

RE-ADVERTISEMENT

DEDECT 08/2023

Evaluation criteria 80/20

You are hereby invited to bid for the Department of Economic Development, Environment, and Conservation and Tourism to Review, Update and Publication of two (2) Inter-related Biodiversity Planning Tools: The North West Biodiversity Sector Plan 2024-2030; and the North West Protected Area Expansion Strategy 2024-2030 bid in line with this invitation letter, terms of reference (TOR) and attached tender documents.

1. ACCESSING BIDDING DOCUMENTS

1.1 Bid documents will be available at the SCM office No 262, 2nd Floor Department of Economic Development, Environment, Conservation and Tourism on presentation of proof of deposit of the non-refundable fee of R300.00 per bidding document, weekdays (Monday to Friday) starting from 8:30 to 16:30 or download for free from <https://etenders.gov.za> or <http://www.nwpg.gov.za/dedect>

1.1.1 As far as possible the deposit slip/proof of payment must display Bid Number and Entity Name

1.1.2 Account No: 62811734848, FNB Bank, Cheque account, Megacity branch.



Together we move North West forward.

2. BRIEFING SESSION: (NOT COMPULSORY)

Venue: NWDC Building Auditorium (DEDECT Provincial office), Corner University Drive and Provident Street Mmabatho

Date: 05 April 2024

Time: 11h00

3. No Telephonic, telegraphic, telex, facsimile, electronic or e-mailed bids will be considered.
4. The Department of Economic Development, Environment, Conservation and Tourism reserves the right to accept any bid in whole or in part and does not bind itself to accept the lowest or any bid.

5. CLOSING DATE

Sealed bids must be deposited in a bid box situated at **Department of Economic Development, Environment, Conservation and Tourism, Corner University Drive and Provident Street, Mmabatho** on:

Closing Date: 16 APRIL 2024

Closing Time: 11H00 AM

Late bids will not be considered. Please note that bids are late if they are received at the address given in the bid document after the bid closing date and time.



6. BID REQUIREMENTS

6.1 Administrative Requirements

Completion of SBD forms

Kindly receive attached the following bid documents for completion:

- **SBD 1- Invitation to bid**
- **SBD 3.3- Professional services**
- **SBD 4- Declaration of interest with certified copies of Identity Documents of the Main Shareholders/ Directors of the company valid for 3 months.**
- **SBD 6.1- Preferential Points**
- **General Conditions of Contract (Initialise each page)**

6.2 Important conditions to note

- a) Bids will be evaluated on 80/20 criteria
- b) Bids will be valid for a period of 90 days after closing date
- c) Successful bidder must be tax compliant.
- d) All bid prices must be quoted in South African Currency and must be VAT inclusive where applicable.
- e) All the relevant forms attached to this bid document must be completed in full and signed in ink where applicable by a duly authorised person.
- f) Bidders should also submit National Treasury Central Supplier Database (CSD) registration report.

6.3 OHS Compliance

- a) Compliance to Occupational Health and Safety regulations should be observed.

7. The following documents must be attached for evaluation on functionality.

- a) Entity profile
- b) Qualification and CVs of key personnel who will be involved in the project
- c) Certified copies of certificates for key personnel who will be involved in the project



8. The following documents must be attached for evaluation on preferential points 80/20

- a) Original valid BBBEE certificate issued by verification agency accredited by SANAS or its certified copy /signed and dated sworn affidavit authorized by the Commissioner of Oath.
- b) In case of Joint Venture a consolidated certificate in line with requirements as stated on paragraph 8.a) above

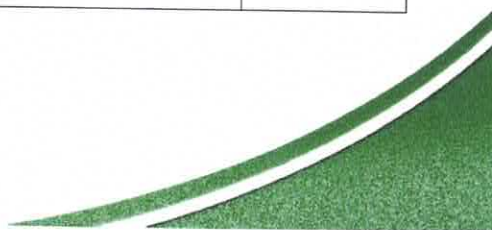
9. The evaluation process will entail the following stages:

- a) Stage 1- Evaluation on functionality
- b) Stage 2- Evaluation on 80/20: Price, preferential points for specific goals

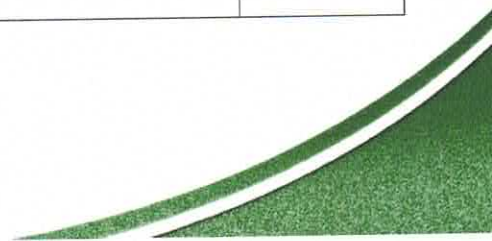
10. STAGE 1 - EVALUATION ON FUNCTIONALITY

Tenders are required to score a minimum of 60% for functionality and will be disqualified if scoring less.

No.	FUNCTIONALITY	Weight	Scoring Guideline	Value
1.	<p>Understanding the project scope</p> <p>(Good understanding of the systematic biodiversity/conservation planning and protected area expansion approach/showing that phases are understood as per the Terms of Reference and integrated with stakeholder consultation process)</p>	20	<p>Understanding of the brief not submitted</p> <p>Project plan submitted but does not reflect all the key components.</p> <p>Well understood brief. Key components adequately addressed. Reflects a detailed project plan that makes it distinctive.</p>	<p>0</p> <p>3</p> <p>5</p>



2.	Methodology to be employed (Unpacking each phase of the project, giving the most effective and efficient methodology for the time period provided)	15	<p>Technical approach and methodology not submitted</p> <p>Technical approach not inclusive of all phases of the project</p> <p>Comprehensive methodology reflecting each phase of the project.</p>	<p>0</p> <p>3</p> <p>5</p>
3.	Experience in Facilitation of Public Participation Processes	15	<p>0 years</p> <p>1-2 years</p> <p>3-5 years</p> <p>6-8 years</p> <p>9-10 years</p> <p>>10 years</p>	<p>0</p> <p>1</p> <p>2</p> <p>3</p> <p>4</p> <p>5</p>
4.	Detailed Experience in Work of this Nature	20	<p>0 years</p> <p>1-2 years</p> <p>3-5 years</p> <p>6-8 years</p> <p>9-10 years</p> <p>>10 years</p>	<p>0</p> <p>1</p> <p>2</p> <p>3</p> <p>4</p> <p>5</p>



5.	Experience and Educational Background of the Personnel proposed to provide the service. Assessment of the condensed Curricula Vitae of Personnel involved on the projects (For all specialists on the team, experience should be at least 5 years in their field of expertise.	15	0-24% of team 5 years and above	1
			25-49% of team 5 years and above	2
			50-74% of team 5 years and above	3
			75-99 of team 5 years and above	4
			100% of team 5 years and above	5
6.	Skills transfer activities / interventions (Methodology should indicate how skills will be transferred to DEDECT)	15	0 interventions	0
			1-2 interventions	2
			3-5 interventions	3
			>5interventions	5
	FUNCTIONALITY	100		

11. STAGE 2- EVALUATION ON 80/20: PRICE, PREFERENTIAL POINTS FOR SPECIFIC GOALS

- a) Only service provider that have attached original valid Broad-Based Black Economic Empowerment (BBBEE) certificate issued by verification agency accredited by SANAS or its certified copy /signed and dated sworn affidavit authorized by the Commissioner of Oath, will earn preferential points accordingly.
- b) In case of Joint Venture a consolidated certificate/Sworn affidavit in line with requirements as stated on paragraph 12, a) above must be provided



c) In terms of regulation 6 of the Preferential Procurement Regulations 2022 pertaining to the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000), responsive bids will be adjudicated by the State on the 80/20-preference point system in terms of which points are awarded to bidders on the basis of:

- The bid price (maximum 80 points)
- Specific goals (maximum 20 points)

d) The following formula will be used to calculate the points for price: 80

$$P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where

P_s = Points scored for comparative price of bid under consideration

P_t = Comparative price of bid under consideration

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

e) A maximum of 20 points will be allocated to a bidder for attaining their maximum specific goals:

Specific goals for the tender and points claimed are indicated per table below

No	Specific goals allocated points in terms of this tender	Procurement/Expenditure Transactions Preference Points allocated out of 20
1	Enterprise owned by black people <ul style="list-style-type: none"> • B-BBEE status level 1 • B-BBEE status level 2 	5 3



	<ul style="list-style-type: none"> • B-BBEE status level 3-8, non-compliant contributor 	0
2	Enterprise located in a targeted area: <ul style="list-style-type: none"> • North West Province (Please submit original stamped proof of residence) 	9
3	<ul style="list-style-type: none"> • Enterprise owned by women • Enterprise owned by youth 	4 2

NB, Failure to submit the above mentioned evidence the bidder will forfeit preference points for specific goal

12. REASONS FOR DISQUALIFICATION:-

- a) Bidders who are not tax compliant during the stage of award
- b) Bidder who submitted information that is fraudulent, factually untrue or inaccurate, for example memberships that do not exist, BEE credentials, experience, etc.
- c) Bidders who received information not available to other bidders through fraudulent means;
- d) Bidders who made false declarations on the Standard Bidding Documents, or misrepresent facts; and/or
- e) Bidders who are listed on the National Treasury's Database of restricted suppliers
- f) Bidders who are employed by the state
- g) Misrepresentation of information provided

13. PROJECT MONITORING

The **Department of Economic Development, Environment, Conservation and Tourism** will be responsible for the over-all performance monitoring of a successful service provider, including final approval of reports, proposal and ensuring payment of approved invoices. The day to day management of service provider's working team will remain the responsibility of the Service Provider.



TERMS OF REFERENCE (TOR)



Together we move North West forward.



14. ACRONYMS

BCA	Biodiversity Conservation Assessment
BGIS	Biodiversity GIS
BRP	Bioregional Plan
BSP	North West Biodiversity Sector Plan
CBA	Critical Biodiversity Area
DEDECT	North West Department of Economic Development, Environment Conservation and Tourism
DFFE	Department of Forestry Fisheries and Environment
EMF	Environmental Management Framework
ESA	Ecological Support Area
GIS	Geographic Information Systems
IDP	Integrated Development Plan
NEMBA	National Environmental Management: Biodiversity Act, 2004 (Act 10 of 2004)
NEMA	The National Environmental Management Act, 1998 (Act 107 of 1998) as amended
NW	North West province
PAES	North West Protected Areas Expansion Strategy
PAS	Protected Area System
SANBI	South African National Biodiversity Institute
SDF	Spatial Development Framework



15. REQUEST FOR PROPOSAL

The objective of this request for proposal is to appoint an independent, professional and suitably qualified service provider to assist the North West Department of Economic Development, Environment Conservation and Tourism (DEDECT) with the review, updating and publishing of two (2) inter-related Biodiversity Planning Tools namely:

- 1) The North West Biodiversity Sector Plan 2024-2030 (BSP); and
- 2) The North West Protected Area Expansion Strategy 2024-2030 (PAES)

16. BACKGROUND

16.1 NW Biodiversity Sector Plan

The Department (i.e. DEDECT), as the mandated authority for the maintenance and preservation of biodiversity within the North West Province, intends to review and update the existing North West Biodiversity Sector Plan (BSP) that was adopted and published in 2015. The 2015 BSP clearly set out the baseline conservation priorities in the Province, leading to it being integrated into various other sector plans, municipal Integrated Development Plans (IDPs) and Spatial Development Frameworks (SDFs) as required by Section 48 of NEMBA and the Bioregional Guidelines (DFFE, 2009).

As such, the Department is requiring the services of a service provider with the necessary conservation planning expertise to review, update and publish the Biodiversity Sector Plan 2024 – 2030 (BSP) for the Province, which will need to comply with SANBI's bioregional planning terminology and requirements, as well as the guidelines for the development of Bioregional Plan (BRPs) (DFFE, 2009).

The first North West Biodiversity Assessment was completed in 2009 and was subsequently updated in 2015.



The need was identified to update and improve this assessment into a North West Biodiversity Sector Plan 2024 – 2030 by developing and executing a quantitative systematic spatial biodiversity planning methodology that:

- addresses the deficiencies of the current 2015 provincial assessment;
- takes into account the most up-to-date spatial data and institutional and expert knowledge;
- aligns the methods and terminology of the plan with the national guidelines for the development of bioregional plans;
- takes into account existing spatial planning products; and
- involves skills transfer to the DEDECT Conservation Planner through working with a Service Provider and conservation planners from other provinces on the development of the Critical Biodiversity Area (CBA) map and gap assessment.
- Informs the North West Protected Area Expansion Strategy.

The 2015 CBAs have been incorporated into the 2016 Provincial SDF and subsequent District and Local Municipality SDFs. The CBAs have also been incorporated into the following Environmental Management Frameworks: Magaliesberg Protected Environment, Tlokwe Local Municipality, Greater Taung Local Municipality, Vredefort Dome and the Bojanala Platinum District Municipality. It is envisioned that the NW BSP 2024 - 2030 will also be incorporated into the various future spatial planning products and environmental management instruments of the Province.

The fact that the BSP 2015 is over 5 years old highlights the need for a biodiversity plan that is based on the latest available information.

The 2015 CBA map was developed based on available data sources at the time and information gaps comprised of a number of biodiversity features of conservation concern (e.g. species localities, wetlands and natural springs). One of the main recommendations resulting from the report was the need to source better and finer biodiversity information which would result in the location and extent of CBAs being better defined spatially at a smaller scale.



In this regard, the North West province commissioned two projects to better inform the BSP 2024 - 2030, namely the North West Wetland Inventory project and the update of the North West Vegetation map. It is expected that the updated wetland information and vegetation map (which will be completed by mid-2023), will be key informants for the BSP 2024 - 2030, along with any other biodiversity data that has been gathered for the province.

16.2 North West Protected Areas Strategy

Concurrently with the BSP review under Section 2.1, the North West Protected Area Expansion Strategy and Implementation Plan developed in 2011 needs to be reviewed, updated and published as the North West Protected Area Expansion Strategy 2024 – 2030 (PAES).

Protected areas are portions of the land or seascape that are formally protected by law, in terms of the National Environmental Management: Protected Areas Act (NEMPAA) (Act No. 57 of 2003), with the primary purpose of biodiversity conservation (i.e. protecting ecosystem types, species and genetic diversity).

Protected areas serve as a refuge for species to live in and reproduce, which is crucially important for threatened or rare species and species that are harvested such as fishes and medicinal plants. As vast areas of ecological infrastructure, they provide services such as carbon sequestration, cleaning water and mitigating against natural disasters such as floods and drought. Protected areas are vital to the local economy, as they are important employers, and the land on their borders often becomes very valuable and a hive of economic activity due to tourist routes to and from the parks. Some protected areas allow certain types of use (e.g. grazing, fishing, harvesting useful plants) if managed appropriately.

The PAES addresses the formal proclamation of priority natural areas as Protected Areas in an effort to proactively plan for the conservation of sensitive areas and to come in line with



the targets set by National Protected Area Expansion Strategy (NPAES). It further provides other mechanism of including conservation area into conservation estate.

The historical Protected Area System does not adequately protect the majority of ecosystems and biodiversity of the North West Province. The expansion of the existing PAS, as well as the establishment of additional protected areas in the most threatened ecosystems in the North West Province, is thus crucial.

In 2008, about 1.9% (199 000 ha) of the land area in North West Province was protected area (as recognized in the Protected Areas Act). The 20-year target for protected areas in the province was set at 11% or 10.7 million ha, requiring expansion with an additional 991 000 ha (see Table 2) (DEAT, 2010). The 2011 NWP AES prioritized targeted protected areas establishment sites into four categories A -D. with category "A" being most urgent for implementation within 5 years of the adoption of the strategy and "D" in the next 20years (see Table 1).

Table 1: Priority categories for protected area expansion

Priority category	Description
Level A	Priority areas that were identified as such in both NWP AES and NPAES. These PAs are either in a process of acquiring as PAs or are situated in critically endangered vegetation types and have to be conserved within the next five years.
Level B	Priority areas that is important in NWP AES. are situated in vulnerable vegetation types and have to be conserved within the next five years
Level C	Priority areas that is important in NWP AES. These PAs have to be conserved within the next 5-15 years.
Level D	Priority areas that were important in NPAES 5-20 years

Table 2: 5-year and 20 – year targets for the North West Province – biomes.



Biome	% of province	Area currently under conservation (1.9%)	Area required to achieve 5-year target (ha)(0.4%)	5-year target (ha)(2.3%)	20-year target (ha)(9.3%)
Grassland	30,1	64 392,48	9 344.39	73 736.87	371 890,32
Savanna	69,9	137 976.52	33 259.61	171 236.13	863 625,68
Total	100	202 369.00	42 604.00	244 973.00	990 543.00

As indicated by Table 3 below, since the implementation of 2021 NW PAESIP, 186 411 34 hectares was formally declared.

Table 3: Number of hectares added into the conservation estate since publication of 2011 NWPAES.

Year Achieved	Baseline No. of Ha from previous FY	No. of Ha added during FY	Total No. of Ha in Conservation estate
2015-16	236 194 Ha	157 055 Ha	393 249 Ha
2016-17	393 249 Ha	1 864 Ha	395 113 Ha
2017-18	395 113 Ha	0	395 113 Ha
2018-19	395 113 Ha	27 282.34 Ha	422 395 Ha
2019-20	422 395 Ha	0	422 395 Ha
2020-21	422 395 Ha	210 Ha	422 605 Ha
2021-22	422 605 Ha	0	422 605 Ha
Total		186 411.34 ha	

The fact that the NW PAESI 2011 is over 12 years old highlights the need for review and development of PAES plan that is based on the latest available information. It is envisioned that an updated PAES should form part of the development of the BSP 2024 – 2030, as a



separate deliverable informed by the reviewed BSP. In summary, the PAES should set the provincial framework for the integration and co-ordination of the provincial conservation efforts and priorities; integrate environmental issues into the formulation of plans and programs to identify suitable areas for conservation and plan ahead on ways to acquire land suitable for conservation and/or to incorporate suitable land into a conservation program in order to align with the targets set by National Protected Area Expansion Strategy.

17. AIM

The aim of the project is to develop both a systematic Biodiversity Sector Plan and a Protected Area Expansion Strategy 2024 - 2030 for the North West Province that will identify suitable areas for conservation and expansion, inform land-use planning, environmental authorizations and natural resource management.

18. OBJECTIVES

The objectives are to:

- 18.1 Produce an updated map of priority biodiversity areas, i.e. Critical Biodiversity Area map.
- 18.2 Produce a set of land-use and decision-making guidelines for these priority biodiversity areas.
- 18.3 Review and update the provincial Protected Area Expansion Strategy, informed by the updated Biodiversity Sector Plan.
- 18.4 Ensure a robust, efficient and active stakeholder engagement process throughout the BSP and PAES development process
- 18.5 Ensure capacity is built within DEDECT and NWPB with regards to biodiversity planning, protected area expansion and GIS analysis.



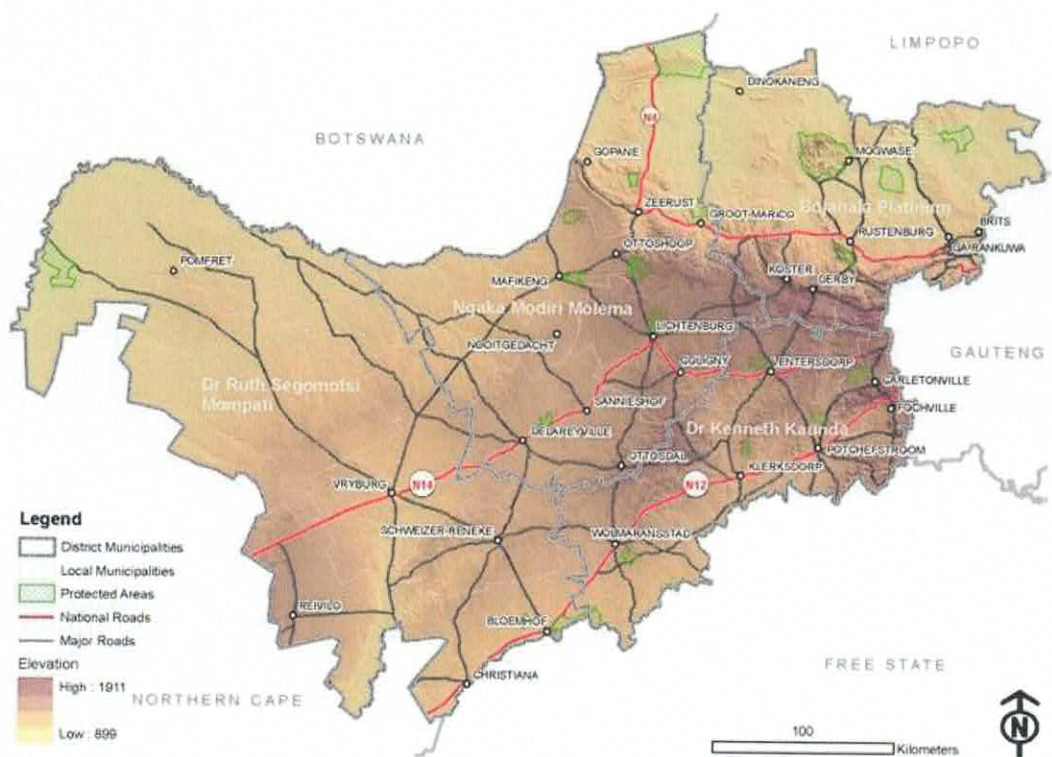
19. SCOPE OF WORK

The Scope of Work indicated hereunder, encompass generic aspects applicable to both biodiversity planning tools as well as specific aspects required for each.

Generic Aspects

20.1 The NW Biodiversity Sector Plan 2024 – 2030 (BSP) and the North West Protected Areas Expansion Strategy 2024 – 2030 (PAES) must cover the whole of the North West Province, as depicted in Figure 1 below.

Figure 1: Map showing North West District Municipalities



20.2 The Service Provider should ensure that the project takes cognisance of all the following relevant legislation and guideline documentation, but not limited to:

20.2.1 Environmental and other relevant legislation:

- The National Environmental Management Act (Act 107 of 1998), as amended and promulgated (NEMA).
- The EIA Regulations, 2010 (GN No R.543 in GG 33306 on 18 June 2010) sets out which activities in three Lists require environmental authorisation and how the environmental application process and assessment is to be undertaken; Listing Notice 1 (GN No R.544 in GG 33306 on 18 June 2010, LN1), Listing Notice 2 (GN No R.545 in GG 33306 on 18 June 2010, LN2), and Listing Notice 3 (GN No R.546 in GG 33306 on 18 June 2010, LN3).
- National Environmental Management: Biodiversity Act, (Act 10 of 2004).
- National Environmental Management: Protected Areas Act, (Act 57 of 2003).
- World Heritage Convention Act, 1999 (Act 49 of 1999).
- Municipal Systems Act, (Act 32 of 2000).
- Spatial Planning and Land Use Management Act (Act 16 of 2013).

20.2.2 National, Provincial and Municipal Documentation / Studies:

- National Development Plan: Vision for 2030 (Office of the Presidency, 2011)
- North West Spatial Development Framework (PSDF, 2016)
- Draft North West Land Use Management Bill (NW COGTA)
- North West Provincial Development Plan (NW PDP, 2030)
- Guideline on Strategic Environmental Assessment in South Africa, (DFFE, 2007)
- Integrated Catchment Management Studies (DWS)
- National Protected Area Expansion Strategy (DFFE SANBI, 2008)
- All relevant Information from SANBI's Biodiversity GIS programme
- North West Biodiversity Conservation Assessment (BCA), 2009
- North West Biodiversity Sector Plan (BSP), 2015
- North West Province Protected Area Expansion Implementation Strategy (2011 – 2034)
- North West Environment Outlook, 2018
- The National Biodiversity Assessment (2018)



- National Biodiversity Framework (2019 to 2024)
- National Freshwater Ecosystems Priority Areas Atlas (SANBI, 2011)
- National List of Threatened Ecosystems (2009)
- Draft North West Climate Change Strategy and Implementation Plan
- Environmental Management Frameworks (EMFs)
- Municipal SDFs
- Updated North West Vegetation map (in progress)
- North West Wetland Inventory (in progress)
- Any relevant strategic planning documents (i.e. Environmental Management Frameworks) compiled within the afore-mentioned district and local municipalities

20.3 The Service Provider shall serve as the secretariat during the BSP and PAES development process and as such will be responsible for all action-based minute compilation and distribution for all meetings, including Project Management Team meetings, Project Steering Committees and relevant stakeholder engagements.

Biodiversity Sector Plan Specific

20.4 The development of the NW Biodiversity Sector Plan 2024 – 2030 (BSP).

The BSP must be based on systematic biodiversity planning (also referred to as Systematic Conservation Planning) principles. It is a spatial plan that highlights the Critical Biodiversity Areas in the Province and provides a set of land-use guidelines that describe the most sustainable land uses suited to areas of different biodiversity value.

Of key importance would be to refine the existing provincial Biodiversity Corridor network identified in the BSP 2015 by taking into account the effects of Climate Change in the province, in accordance with the findings of the draft North West Climate Change Response Strategy and Implementation Plan.

20.5 The BSP must be developed in such a way that stakeholders and decision-makers should be able to easily access information on priority biodiversity areas within each particular district in the North West, along with accompanying biodiversity compatible land use guidelines. The four districts as per Figure 1 are as follows:



- 20.5.1 Bojanala Platinum District Municipality
- 20.5.2 Ngaka Modiri Molema District Municipality
- 20.5.3 Dr. Ruth Segomotsi Mompati District Municipality
- 20.5.4 Dr. Kenneth Kaunda District Municipality

20.6 The development of the BSP should include a skills development component:

- 20.6.1 A two-day workshop for identified officials and Groen Sebenza interns to familiarise officials with the biodiversity planning processes.
- 20.6.2 Ongoing training of DEDECT's Biodiversity Planner and identified DEDECT and NWPB personnel, with regards to Biodiversity Planning related activities and analyses. The training can be online and in-person (i.e. in the field and face-to-face)

North West Protected Areas Expansion Strategy Specific

20.7 The review and update of the North West Protected Areas Expansion Strategy (PAES). The NW PAES would function as a provincial framework for the integration and co-ordination of the provincial conservation efforts and priorities. It a) identifies suitable areas for conservation, b) plans ahead on ways to acquire land suitable for conservation or incorporate suitable land into conservation programs and c) provide cost implications for the implementation of the strategy.

The PAES should be reviewed and updated as a standalone document in addition to the BSP, but must also be reflected as a chapter in the BSP.

The PEAS should ideally contain the following:

- 20.7.1 An overview of the biodiversity significance of North West Province.
- 20.7.2 An overview of all protected areas and conservation areas in North West (including National Parks, Provincial, Municipal and private protected areas, Marine protected and conservation areas such as Stewardship potential areas)
 - i. Include a tabulated classification of the ownership, management and legal tenure of protected areas and conservation areas,



- ii. Include a description of the institutional roles and responsibilities for the administration of protected areas and conservations,
- iii. Include a description of the role of protected areas and conservation areas in local economic development, and
- iv. Contextualise this provincial overview in the national context of protected areas and conservation areas.

20.7.3 An overview of the current status of protected areas expansion in North West.

- i. Include a description of the current mechanisms and approaches to protected areas expansion.

20.7.4 An overview of the legislative, regulatory and policy framework for protected areas expansion.

20.7.5 The identification of the 2024-2030 strategic goal and outcomes for the provincial protected area expansion strategy.

- i. These should be defined as part of a broader consultative process
- ii. Opportunities to link protected area expansion with local economic development opportunities should be strongly emphasized

20.7.6 An overview of the province's protected area 2024-2030 protected area expansion targets and spatial priorities.

- i. The protected area expansion targets and spatial priorities should be developed using best-practice conservation assessment tools.
- ii. The conservation assessment methodology used should be clearly described
- iii. Long-term and medium-term spatial targets and priorities should be presented.
- iv. The high priority area identified for protected area expansion should be mapped in more detail, and accompanied by site/note descriptions. The ownership and land tenure of, and liabilities (e.g. land claims, mining rights, etc.) associated with; the high priority areas for protected area expansion should be clarified, wherever possible.

20.7.7 A description of the preferred mechanisms and tools for implementing the provincial protected area expansion strategy



- i. The implementation requirements for each of the mechanisms and tools (e.g. land exchange; biodiversity stewardship; land re-allocation; land purchase; land ownership transfer offsets; and voluntary expropriations) should be described.
- ii. Fiscal and non-fiscal incentives (e.g. biodiversity offsets; tax and rates rebates; beneficial access to funding; partnership opportunities; preferential marketing; access to equipment and expertise; etc.) to support these mechanisms and tools should be identified.

20.7.8 An assessment of the costs of implementing the provincial protected area expansion strategy under different implementation scenarios.

- i. Identify potential funding sources to finance the implementation of the provincial protected area expansion strategy.

20.7.9 Develop a 2024-2030 implementation plan to direct the implementation of the first phase of the provincial protected area expansion strategy:

- i. Include activities that may be required to address information gaps.
- ii. Develop incentives to improve the provincial regulatory and policy framework and /or raise funding for expansion.

21. DELIVERABLES

21.1 Draft and final project Inception Report. This report, as a minimum, must include:

21.1.1 The approach and methodology for the successful development of the NW BSP and PAES 2024-2030.

21.1.2 A detailed outline of the tasks and major milestones to be completed with timeframes, responsibilities and invoice schedule.

21.2 Draft and final North West Biodiversity Sector Plan 2024-2030.

21.3 Draft and final North West Protected Areas Expansion Strategy 2024-2030 as separate standalone document, together with a chapter dedicated to the NW PAES in the North West Biodiversity Sector Plan 2024 -2030.

21.4 A Technical Handbook that explains the scientific methods followed and stakeholder engagement processes used to create the BSP 2024-2030 and accompanying map products. (3 printed reports, no ISBN number required).

21.5 Final Published Reports for:



- 21.5.1 BSP 2024-2030: the graphic design, publishing (i.e. acquiring an ISBN number), printing (and delivery to DEDECT offices) of the final report (50 published copies with ISBN Number)
- 21.5.2 NW PAES 2024-2030: the graphic design, publishing (i.e. acquiring an ISBN number) printing (and delivery to DEDECT offices) of the final report (50 published copies with ISBN Number).
- 21.6 Printing and delivery of Wall posters:
- 21.6.1 CBA Maps
A1 in size and in a glossy format, depicting the North West Province generally (40 posters) and each of the four districts specifically (4 x 10) posters). These wall posters must depict the CBA map along with the biodiversity compatible land-use guidelines. (In total 80 Glossy A1 maps).
- 21.6.2 NW PAES Maps
A1 in size and in a glossy format, depicting Protect Area Expansion Areas in the North West Province generally (40 posters).
- 21.7 A project spatial database.
The data format to be used is ESRI's Geodatabase Format. The geodatabases should be created in such a way that it can be easily updated with the latest information.
Important GIS layers should include:
- 21.7.1 A verified biodiversity features layer for the province.
- 21.7.2 A cost layer (threats and opportunities).
- 21.7.3 Ecosystem status and protection status layers.
- 21.7.4 A terrestrial ecosystem priorities map for the province.
- 21.7.5 An updated freshwater ecosystem priorities map for the province (information gleaned mainly from the NFEPA project).
- 21.7.6 Protected Areas
- 21.7.7 Conservation Areas i.e. game farms
- 21.7.8 Biodiversity Economy Layers; i.e. Biodiversity Economy Nodes
- 21.8 Delivery of the CBA map, report and GIS layers to SANBI's on-line biodiversity GIS Viewer (BGIS). NB. For each derived GIS layer, e.g. CBA layer, a web layer should be created.



- 21.9 100 portable memory sticks, each 16GB in capacity, each loaded with relevant documents, presentation, maps and data from the BSP and PAES.
- 21.10 DEDECT must receive from the Service Provider, digital copies of the following BSP and PAES products:
- 21.10.1 For each report (i.e. the BSP 2024-2030 report, presentation BSP & PAES 2024/2030the technical report, the NW PAES 2024-2030), the following must be received: a high resolution Adobe .pdf, a low resolution Adobe .pdf and a Microsoft Word document for editing purposes.
- 21.10.2 For the maps digital copies of both low- and high-resolution file formats, suitable for publishing purposes, will be required.
- 21.11 A stakeholder consultation report.
- 21.12 A Skills transfer report.

22 PROJECT MANAGEMENT MEETINGS

After appointment, the service provider will meet with the relevant Departmental officials to:

- 22.5 Establish a Project Management Team (PMT) which should include DEDECT, NWPB and the Service Provider.
- 22.6 Agree upon the roles and responsibilities of the PMT.
- 22.7 Establish a Project Steering Committee (PSC).
The PSC can be made up of individuals from DEDECT, NWPB, SANBI, DFFE, the Office of the Premier, relevant North West Provincial Government Departments and the four District Municipalities and the Service Provider. Other relevant stakeholders such as NGOs, Academia, Conservation Groups, Biosphere Reserve Management Authorities etc. could be invited to the PSC meetings on an *ad-hoc basis* depending on need.
- 22.8 Agree upon the roles and responsibilities of the PSC.
- 22.9 Agree on the number of PSC meetings as well as an ideal venue for such meetings.
- 22.10 Confirm the scope of work for the project.
- 22.11 Agree upon the project plan and the time frames for the deliverables.
- 22.12 Agree on the methodology and approach of the project.
- 22.13 Agree on the public participation strategy and the extent of public coverage and consultation.



23 TIMING OF ASSIGNMENT

All work is to be carried out in accordance with the time schedule as agreed in the first Inception meeting, but the final NW Biodiversity Sector Plan 2024-2030, together with the updated NW PAES 2024-2030 (i.e. with ISBN Numbers) **must be published within 12 months after the date of appointment.**

24 STAKEHOLDER INVOLVEMENT

This project will build on the success of the BSP that was completed in 2015, which also underwent an extensive stakeholder consultation process during the development of the plan. A database of stakeholders should be compiled and should consist of representatives from the following institutions:

- The South African National Biodiversity Institute
- The Department of Forestry Fisheries and Environment
- The Department of Water and Sanitation
- The Department of Agriculture, Land Reform and Rural Development
- Relevant North West Provincial Government Departments including the North West Office of the Premier
- The North West Parks Board
- District Municipalities
- Local Municipalities
- The Mining Sector
- The North West University
- CSIR
- NGOs, the Private Sector, Civil Society and Conservation Groups
- Magaliesberg and Marico Biosphere Management Authorities
- Environmental Departments in bordering province

25 REQUIRED EXPERTISE

It will be expected from the Service Provider to have access to the following areas of expertise:

25.5 Project Management;



- 25.6 The services of a reputable Conservation Planner. The Conservation Planner must have been involved in similar projects **that have been recognized by the Biodiversity Sector (i.e. SANBI and DFFE);**
- 25.7 Protected areas planning;
- 25.8 Spatial planning experience i.e. SEA, SDF & EMF, including strategic planning and integrative skills;
- 25.9 GIS skills and facilities;
- 25.10 Spatial analytical skills;
- 25.11 Knowledge of Town and Regional Planning;
- 25.12 Local and indigenous knowledge, including socio-economical knowledge;
- 25.13 Knowledge of the state of the study area (biodiversity, significant Red data species, etc.);
- 25.14 Knowledge of Environment Impact Assessment processes;
- 25.15 Experience in Environmental Management;
- 25.16 Knowledge of biodiversity management & monitoring;
- 25.17 Public participation and facilitation; and
- 25.18 Graphic design and desktop publishing.

26 PROJECT QUOTATION AND PERFORMANCE MEASURES

- 26.5 A detailed project budget must be provided in accordance with the performance measures outlined in the Work Plan (Annexure A). Each proposed project activity should be analysed in terms of the required inputs and these inputs must be costed. The performance measures for the delivery of the BSP and PAES 2024-2030 will be closely monitored by the Project Management Team.
- 26.6 Travel and accommodation expenses to the meetings outlined in Annexure A, and when undertaking the actual work (i.e. workshops, data consolidation and analyses) in Mahikeng, are for the account of the Service Provider and must be budgeted accordingly.
- 26.7 Venue hiring, inclusive of catering and materials, required for the workshops are also for the account of the Service Provider.



27 REPORTING

The service provider will submit monthly progress reports to the Project Management Team, within 4 working days after the end of each month for the entire duration of the project.

28 COPYRIGHT AND CONFIDENTIALITY

28.5 Copyright of all materials will belong to the client (State).

28.6 Copyright of information obtained through the course of the assignment will be the property of the client and may not be sold or re-produced by the service provider without the prior permission of the client.

28.7 All reports, collateral, photographic and audiovisual material developed are the property of the client and are to be used or distributed only with the permission of the client.

28.8 No presentations of any materials may be made without the prior permission of the client.

29 MONITORING PROGRESS ON ASSIGNMENTS

The Project Manager shall do the day-to-day management of the service level agreement and will monitor the progress on the project at a strategic level.

30 CONTINUITY AND PROFILE OF SENIOR STAFF ON THE PROJECT

The service provider must guarantee the presence of the senior in charge of the Biodiversity Sector Plan development throughout the duration of the contract. If the senior has to leave the project, a period of at least a month is required in which the senior must work parallel with the next person (senior consultant with appropriate expertise and experience) appointed to be able to transfer skills and knowledge.

31 INVOICES

31.5 Payments will be made against the deliverables and milestones in the approved plan of work.

31.6 Invoices must indicate the task and/or output and should include a short description of work done referring to any relevant reports.

31.7 No up-front payments will be made. Government pays for work completed to the satisfaction of the Department within 30 days of submission of invoice.



31.8 A list / schedule of invoices to be submitted must be included in the draft plan of work, and should be related to tangible outputs as mentioned above.

31.9 The client reserves the right to commission only portions of the work and this can only take place with the approval of the joint Project Steering Committee.

32 For more information please contact the following:

Department of Economic Development, Environment, Conservation & Tourism (North West) for administrative enquiries

Contact Person (admin): Mr Aobakwe Mabogole -018 388 1618 amabogole@nwpg.gov.za

Contact Person (admin): Mr Mike Sebogodi- 018 388 1478 SebogodiM@nwpg.gov.za

33 TECHNICAL ENQUIRIES

Specs enquiries: Ms. Tharina Boshoff- 018 389 5656 tboshoff@nwpg.gov.za


.....

Mr Edwin Letsogo


Deputy Chairperson:

Bid Specification Committee

08/12/2023
.....

Date

~~Recommended/Not Recommended~~


.....


Ms Keabetswe Molosiwa

Chairperson: Bid Adjudication Committee

23/01/2024
.....

Date

Approved/Not approved


.....

Ms Lebogang Diale

Acting Head of Department

05/03/2024
.....

Date



PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)

BID NUMBER:	CLOSING DATE:	CLOSING TIME:
-------------	---------------	---------------

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

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO	TECHNICAL ENQUIRIES MAY BE DIRECTED TO:
CONTACT PERSON	CONTACT PERSON
TELEPHONE NUMBER	TELEPHONE NUMBER
FACSIMILE NUMBER	FACSIMILE NUMBER
E-MAIL ADDRESS	E-MAIL ADDRESS

SUPPLIER INFORMATION

NAME OF BIDDER			
POSTAL ADDRESS			
STREET ADDRESS			
TELEPHONE NUMBER	CODE		NUMBER
CELLPHONE NUMBER			
FACSIMILE NUMBER	CODE		NUMBER
E-MAIL ADDRESS			
VAT REGISTRATION NUMBER			

SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:	OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No

[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED? <input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED? <input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
---	---

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	<input type="checkbox"/> YES <input type="checkbox"/> NO
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.	

**PART B
TERMS AND CONDITIONS FOR BIDDING**

- 1. BID SUBMISSION:**
- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
 - 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED-(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
 - 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. **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**

- 2. TAX COMPLIANCE REQUIREMENTS**
- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
 - 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO 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:

PRICING SCHEDULE
(Professional Services)

NAME OF BIDDER:	BID NO.:
CLOSING TIME 11:00	CLOSING DATE.....

OFFER TO BE VALID FORDAYS FROM THE CLOSING DATE OF BID.

ITEM NO	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)
---------	-------------	--

1. The accompanying information must be used for the formulation of proposals.

2. Bidders are required to indicate a ceiling price based on the total estimated time for completion of all phases and including all expenses inclusive of all applicable taxes for the project.

R.....

3. PERSONS WHO WILL BE INVOLVED IN THE PROJECT AND RATES APPLICABLE (CERTIFIED INVOICES MUST BE RENDERED IN TERMS HEREOF)

4. PERSON AND POSITION

HOURLY RATE

DAILY RATE

R-----	-----
R-----	-----
R-----	-----
R-----	-----
R-----	-----

5. PHASES ACCORDING TO WHICH THE PROJECT WILL BE COMPLETED, COST PER PHASE AND MAN-DAYS TO BE SPENT

R-----	----- days
R-----	----- days
R-----	----- days
R-----	----- days

5.1 Travel expenses (specify, for example rate/km and total km, class of airtravel, etc). Only actual costs are recoverable. Proof of the expenses incurred must accompany certified invoices.

DESCRIPTION OF EXPENSE TO BE INCURRED

RATE

QUANTITY

AMOUNT

.....	R.....
.....	R.....
.....	R.....
.....	R.....

TOTAL: R.....

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

Name of Bidder:

5.2 Other expenses, for example accommodation (specify, eg. Three star hotel, bed and breakfast, telephone cost, reproduction cost, etc.). On basis of these particulars, certified invoices will be checked for correctness. Proof of the expenses must accompany invoices.

DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT
.....	R.....
.....	R.....
.....	R.....
.....	R.....
TOTAL: R.....			

- 6. Period required for commencement with project after acceptance of bid
.....
- 7. Estimated man-days for completion of project
.....
- 8. Are the rates quoted firm for the full period of contract? *YES/NO
- 9. If not firm for the full period, provide details of the basis on which adjustments will be applied for, for example consumer price index.
.....
.....
.....

*[DELETE IF NOT APPLICABLE]

Any enquiries regarding bidding procedures may be directed to the –
(INSERT NAME AND ADDRESS OF DEPARTMENT/ENTITY)

Tel:
Or for technical information –
(INSERT NAME OF CONTACT PERSON)

Tel:

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 interest¹ 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

¹ 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 consortium² 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

² 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**

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 is applicable for this invitations to tender:

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

1.2 To be completed by the organ of state

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

1.3 Points for this tender:

- (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
Total points for Price and SPECIFIC GOALS	100

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

1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

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

Where

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

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:

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) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)

DECLARATION WITH REGARD TO COMPANY/FIRM

4.2. Name of company/firm.....

4.3. Company registration number:

4.4. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

4.5. 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.

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

THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

July 2010

GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

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

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

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

TABLE OF CLAUSES

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental services
14. Spare parts
15. Warranty
16. Payment
17. Prices
18. Contract amendments
19. Assignment
20. Subcontracts
21. Delays in the supplier's performance
22. Penalties
23. Termination for default
24. Dumping and countervailing duties
25. Force Majeure
26. Termination for insolvency
27. Settlement of disputes
28. Limitation of liability
29. Governing language
30. Applicable law
31. Notices
32. Taxes and duties
33. National Industrial Participation Programme (NIPP)
34. Prohibition of restrictive practices

General Conditions of Contract

1. Definitions

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

RSA.

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

obligations of the supplier covered under the contract.

1.25 “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.

2. Application

2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.

2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.

2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.

3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

4. Standards

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

5. Use of contract documents and information; inspection.

5.1 The supplier shall not, without the purchaser’s prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

5.2 The supplier shall not, without the purchaser’s prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.

5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier’s performance under the contract if so required by the purchaser.

5.4 The supplier shall permit the purchaser to inspect the supplier’s records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

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

7. Performance security

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

8. Inspections, tests and analyses

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

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

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

9. Packing

9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

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

10.2 Documents to be submitted by the supplier are specified in SCC.

11. Insurance

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

12. Transportation

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

13. Incidental services

13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

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

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

14. Spare parts

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

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

15. Warranty

- 15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.
- 15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take

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

- 16. Payment**
- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.
- 17. Prices**
- 17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.
- 18. Contract amendments**
- 18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.
- 19. Assignment**
- 19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.
- 20. Subcontracts**
- 20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.
- 21. Delays in the supplier's performance**
- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the

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

21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.

21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

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

23. Termination for default

23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:

- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
- (b) if the Supplier fails to perform any other obligation(s) under the contract; or
- (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.

23.4 If a purchaser intends imposing a restriction on a supplier or any

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

may be due to him

25. Force Majeure

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

28. Limitation of liability

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

- (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
- 29. Governing language** 29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
- 30. Applicable law** 30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
- 31. Notices** 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 Programme (NIP)** 33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
- 34 Prohibition of Restrictive practices** 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.