

MPUMALANGA PROVINCIAL GOVERNMENT



DEPARTMENT OF AGRICULTURE, RURAL DEVELOPMENT, LAND & ENVIRONMENTAL AFFAIRS

BID NUMBER: ALA/592/25/MP

**CALL FOR PROPOSALS FROM POTENTIAL
INVESTORS TO PARTNER WITH THE
DEPARTMENT OF AGRICULTURE, RURAL
DEVELOPMENT, LAND AND ENVIRONMENTAL
AFFAIRS TO ESTABLISH, MANAGE AND
OPERATE AGRIVOLTAICS IN SELECTED
MPUMALANGA AGRICULTURE & AGRO-
PROCESSING FARMS & FACILITIES**

ISSUED BY:

Department of Agriculture, Rural Development, Land and Environmental Affairs
Private Bag X11219
Mbombela
1200

NAME OF BIDDER:

TOTAL BID PRICE (all inclusive) :.....

(Also in words):

.....
.....

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DEPARTMENT OF AGRICULTURE, RURAL DEVELOPMENT, LAND AND ENVIRONMENTAL AFFAIRS					
BID NUMBER:	ALA/592/25/MP	CLOSING DATE:	10 APRIL 2025	CLOSING TIME:	12H00
DESCRIPTION	CALL FOR PROPOSALS FROM POTENTIAL INVESTORS TO PARTNER WITH THE DEPARTMENT OF AGRICULTURE, RURAL DEVELOPMENT, LAND AND ENVIRONMENTAL AFFAIRS TO ESTABLISH, MANAGE AND OPERATE AGRIVOLTAICS IN SELECTED MPUMALANGA AGRICULTURE & AGRO-PROCESSING FARMS & FACILITIES				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
MBOMBELA , Riverside Government Complex, Building No 9, Government Boulevard, Mbombela, 1200, PIET RETIEF , No. 11 Measroch Street, Piet Retief Office, KWAMHLANGA , KwaMhlanga Government Complex, Department of Finance, Building No. 12, Computer Centre EVANDER , 10 Cornell Road (previously occupied by Evander Home Affairs Offices), Evander, 2280, BUSHBUCKRIDGE , Bushbuckridge Advice Centre, Department of Finance, Protea building (old Telkom building), MIDDELBURG , Department of Public Works, Cnr. Lillian Ngoyi and Dr Beyers Naudé Streets – Old TPA Building, Upper ground floor, Office numbers A20, 21 and 25, MALELANE , 24 Air Street, Malelane, ELUKWATINI , Elukwatini Sub Regional offices, Office numbers A49 and A50 (opposite Elukwatini Community Hall) Stand number 12 Extension A, Elukwatini 1192. SIYABUSWA Old Parliament Building, Building No.1, Job Skhosana Street, Siyabuswa 0472					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Ms. NI Mbuyane / Ms TV Dhludhlu		CONTACT PERSON	Eng J Jiyane (Pr Eng)	
TELEPHONE NUMBER	013 766 6118/6674		TELEPHONE NUMBER	072 654 8272	
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	NIMbuyane@mpg.gov.za vmanana@mpg.gov.za		E-MAIL ADDRESS	injiyane@gmail.com	
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
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?		☐ Yes ☐ No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				☐ YES ☐ NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				☐ YES ☐ NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				☐ YES ☐ NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				☐ YES ☐ NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				☐ YES ☐ 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, 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:

.....

MPUMALANGA PROVINCIAL GOVERNMENT



DEPARTMENT OF AGRICULTURE, RURAL DEVELOPMENT, LAND AND ENVIRONMENTAL AFFAIRS (DARDLEA)

CALL FOR PROPOSAL NUMBER: AS PER BULLETIN

CALL FOR PROPOSALS FROM POTENTIAL INVESTORS TO PARTNER WITH THE DEPARTMENT OF AGRICULTURE, RURAL DEVELOPMENT, LAND AND ENVIRONMENTAL AFFAIRS TO ESTABLISH, MANAGE AND OPERATE AGRIVOLTAICS – IN SELECTED MPUMALANGA AGRICULTURE & AGRO-PROCESSING FARMS & FACILITIES

NAME OF BIDDER : _____

BID AMOUNT : _____

TEL NUMBER : _____

PREPARED BY:



**HEAD OF DEPARTMENT
MPUMALANGA DEPT OF AGRICULTURE, RURAL DEVELOPMENT, LAND AND ENVIRONMENTAL AFFAIRS
PRIVATE BAG X11219
MBOMBELA,
1200**

**Contact : Eng J Jiyane (Pr Eng)
Contact No : 072 654 8272
Email : jnjiyane@gmail.com**

1. CALL FOR PROPOSAL NOTICE

CALL FOR PROPOSAL: AS PER BID BULLETIN

Expression of Interests are hereby invited for the **“CALL FOR PROPOSALS FROM POTENTIAL INVESTORS TO PARTNER WITH THE DEPARTMENT OF AGRICULTURE, RURAL DEVELOPMENT, LAND AND ENVIRONMENTAL AFFAIRS TO ESTABLISH, MANAGE AND OPERATE AGRIVOLTAICS – IN SELECTED MPUMALANGA AGRICULTURE & AGRO-PROCESSING FARMS & FACILITIES”**

Expression of Interest documents will be obtainable from the Bid office, **Mbombela Riverside Government Complex, Malelane 24 Air Street, Siyabuswa Old Parliament Building, Middleburg Department of Public Works, KwaMhlanga Government Complex Department of Finance, Piet Retief no. 11 Mearsorch Street, Evander 10 Cornell Road, Elukwatini Sub-Regional Offices and Bushbuckridge Advice Centre, Department of Finance**, on payment of a non-refundable levy of **R200.00** or can be downloaded at <http://www.etenders.gov.za>. Only cash will be accepted and document can be collected between 7:45 and 16:00 Cheques shall be made payable to Mpumalanga Provincial Government.

The closing date for receipt of expression of interest is:

Expression of Interest documents enclosed in a sealed envelope marked with **“CALL FOR PROPOSALS FROM POTENTIAL INVESTORS TO PARTNER WITH THE DEPARTMENT OF AGRICULTURE, RURAL DEVELOPMENT, LAND AND ENVIRONMENTAL AFFAIRS TO ESTABLISH, MANAGE AND OPERATE AGRIVOLTAICS – IN SELECTED MPUMALANGA AGRICULTURE & AGRO-PROCESSING FARMS & FACILITIES”**. The name of the Bidder shall be deposited in the clearly marked bid boxes provided at the following Supply Chain Offices, Mbombela, Malelane, Bushbuckridge, KwaMhlanga, Middleburg, Siyabuswa, Piet Retief, Elukwatini and Evander.

Telegraphic, telephonic, telex, facsimile, e-mail and late bids **will not** be accepted

Respondents should ensure that Expression of Interest (Eoi) documents are delivered on time to the correct address. If the Expression of Interest document is late, it will not be accepted for consideration

All documentation submitted in response to this bid must be in English, unless otherwise indicated under technical specification.

NB: Compulsory briefing session will be held as follows:

Venue	Date and Time
Riverside Office Park, Cycad Building Block 4, DARDLEA Ehlanzeni District Office	18 March 2025 at 12h00

1. INTRODUCTION

1.1 Solar Energy and Agriculture: A Complementary Co-Existence

The use of land both to produce photovoltaic energy through the installation of solar panels and also to carry out pastoral and crop farming activities is known as Agrivoltaic. The Department of Agriculture, Rural Development and Land and Environmental Affairs (DARDLEA) hereby invites qualified investors to collaborate with the government in providing sustainable energy solutions that reduce reliance on the national grid, support critical infrastructure, and promote green growth in the province.

In line with the Agriculture and Agro-processing Master Plan implementation, the department has identified opportunities for Agrivoltaic implementation at both primary and secondary produce within various farms and agro-processing infrastructure/facilities including, among others, the Mpumalanga International Fresh Produce Market (City of Mbombela – Mbombela), the Mkhondo (Mkhondo Municipality - Piet Retief) and Mkhuhlu (Bushbuckridge Municipality - Mkhuhlu) Agrihubs, the Mpumalanga Agri-Park (Secunda), Senteeko Tea Estate Farm (City of Mbombela – Barberton) the Marapyane Farmers Training Centre (Dr JS Moroka Municipality – Marapyane) and most agricultural infrastructure projects and land reform farms.

All the aforementioned agricultural-based properties currently rely on Local power supply-supplied electricity. Analysis indicates that this dependency threatens the long-term viability of the Market and the projects due to the recently experienced instability of Local power supply's power supply and municipal's load reduction programs. Frequent power interruptions put farmers' profits at risk, as fresh fruits, vegetables and other agricultural commodities' sold through the market are highly perishable.

Investors are therefore invited to submit proposals for the establishment of Agrivoltaics including the management and operation of the expanded solar energy solutions to support the identified facilities as part of the first phase.

1.2 Geographical areas

The proposed establishment of Agrivoltaics is intended to be rolled out to key selected agricultural center in the Mpumalanga Province as presented below:

No	Project Name	Proposed size	Location	Local Municipality
1	Mpumalanga International Fresh Produce Market	5MVA	Mbombela 25°25'14.62"S; 30°56'25.99"E	City of Mbombela
2	Mpumalanga Agripark	500KVA	Secunda 26°30'40.6"S; 29°57'17.1"E	Govan Mbeki Municipality
3	Senteeko Tea Estate	1MVA	Barberton 25°42'35.17"S; 30°45'38.53"E	City of Mbombela
4	Mkhondo Agrihub & One Stop Centre	1MVA	Mkhondo 27°01'55.1" S; 20°48'41.5" E	Mkhondo Local Municipality
5	Nkomazi Spatial Economic Zone (SEZ)	500KVA	Komatipoort	Nkomazi Municipality
6	Mkhuhlu Agrihub	500KVA	Mkhuhlu 27°23'9332" S; 29°33'7032" E	Bushbuckridge Municipality
7	Farmer Training Centre (& Bakgatla Farm)	1MVA	Marapyane 24.940594 S; 28.752691 E	Dr Js Moroka Municipality
8	Dr JS Moroka Agrihub	500KVA	Siyabuswa 25°08'44"S and 28°56'13"E	Dr JS Moroka Municipality
9	Chief Albert Luthuli Local Municipality Vegetable Basket Land Reform Farms & Fortune 40 Farm	500KVA	Elukwatini	Chief Albert Luthuli Municipality

1.3 Agriculture and Agro Processing Master Plan (AAMP)

The AAMP is one of the seven priority plans identified by President Ramaphosa in the State of Nation Address (SONA) of 2019 as part of key economic sectors essential for the economic reconstruction and recovery during and post the Covid-19 pandemic. The AAMP is considered to be a planning and implementation framework that promotes public-private partnerships to leverage on resources, skills and experiences to advance economic growth and inclusion as well as the creation of sustainable jobs in the country. The main objectives of the AAMP include the following:

- To promote transformation in agriculture and agro-processing sectors;
- To increase food security in South Africa;
- To accelerate the opening of markets and better access conditions;
- To enhance competitiveness and entrepreneurial opportunities through technological innovations, infrastructure development and digitalization;
- To create effective farmer support, agro-processing, food wholesale and retail incentives;
- To create decent and inclusive employment, and improve working conditions and decent pay in the sector including in the face of climate change and technology innovations;
- To increase farming community safety and reduce stock theft;
- To create a capable state and enabling policy environment; and
- To enhance resilience to climate change and management of natural resources

1.4 Independent Power Production

An independent power producer (IPP) is a private-sector power producer that owns or operates facilities to generate electric power for sale to a utility, central government buyer or end user. IPPs may include facilities such as rural or farm solar or wind energy producers, and non-energy industrial concerns generating electric power for on-site use and who may also be capable of feeding excess energy into the distribution or transmission grid system. It is crucial that the private sector plays a role in addressing the future energy needs of the country. This will reduce the funding burden on Government, relieve the borrowing requirements of Eskom and introduce generation technologies that Eskom may not consider part of its core function which may play a vital role in the future electricity supply options, in particular off-grid, distributed generation, co-

generation and small-scale renewable projects. The introduction of private sector generation (IPPs) thus has multiple benefits. It will contribute greatly to the diversification of both the supply and nature of energy production, assist in the introduction of new skills and capital into the industry, and competitive performance and pricing within the energy supply sector.

The successful IPPs will normally enter into 10 or 15 years Power Purchase Agreements (PPAs) with the end user to purchase electrical power generated by the plants or solar system comprising of dispatchable technologies, which may include solar, gas-to-power and battery storage system.

1.4.1 Legislation and policy governing the generation of energy systems

A list of key laws and policies that govern the works and operation of IPPs is presented below. It must be noted that this list is not intended to be exhaustive and there may be other relevant laws and policies to consult.

- National Energy Act, No. 34 of 2008
- Electricity Regulation Act, No. 4 of 2006
- Electricity Regulation Amendment Act, No. 28 of 2007
- Updated Schedule 2 of the Electricity Regulation Amendment Act
- South African Grid Codes:
 - South African Distribution Code (all parts)
 - South African Transmission Grid Code (all parts)
 - Grid Connection Code for Renewable Power Plants (RPPs) connected to the electricity Transmission System (TS) or the Distribution System (DS) in South Africa
 - Grid Connection Code for Battery Energy Storage Facilities (BESF) connected to the electricity Transmission System (TS) or the Distribution System (DS) in South Africa (once promulgated)
- National Environmental Management Act (NEMA), No. 107 of 1998
- National Environmental Management Act Regulations
- Occupational Health and Safety Act, No. 85 of 1993

1.5 Rationale

While the achievement of the objectives of the National Development Plan (2030) requires progress on a broad front, three priorities stand out:

- Raising employment through faster economic growth
- Improving the quality of education, skills development and innovation
- Building the capability of the state to play a developmental, transformative role.

A sustainable increase in employment, reduction of poverty and inequality would require a faster growing economy and the removal of structural impediments, such as poor-quality education and access to opportunities. It is also essential to achieve higher rates of investment and competitiveness and expanding production and exports. Business, labour, communities and government will need to work together to achieve faster economic growth.

It is for the reasons outlined here that Mpumalanga Government through the Department Agriculture, Rural Development, Land and Environmental Affairs (DARDLEA) intends establishing Agrivoltaics systems for agricultural centers through the appointment of a suitably qualified investors as detailed in this document.

2. PROJECTS OVERVIEW AND RATIONALE

2.1 AGRIVOLTAIC (SOLAR FARM) ESTABLISHMENT AND/OR EXPANSION AT THE MPUMALANGA INTERNATIONAL FRESH PRODUCE MARKET – THE INTERNATIONAL FOOD MARKET AT CITY OF MBOMBELA – MBOMBELA

2.1.1 Background

The Mpumalanga Provincial Government conceived the establishment of an Internal Food Market facility in its Provincial Growth and Development Strategy 2004 to 2014. This world class facility will be utilized by the Department as a catalyst to stimulate rapid inclusive growth of the agricultural sector and create more decent jobs both at the farm and market levels. Furthermore, it is envisaged that the facility will contribute significantly in fundamentally transforming the agri-economic sector in the province by enabling Mpumalanga farmers to trade their produce to local and international markets, ensuring **financial sustainability** of the Market facility, and **providing critical support** (production, logistics, marketing etc.) to farmers that most need it, particularly small-scale farmers.

2.1.2 Agrivoltaics Opportunity

The department has appointed a service provider to assist with the operationalization of the market, which includes, among others, the establishment of a 5MVA Agrivoltaic (solar farm) to mitigate power supply challenges and contribute to making the market resilient against power cuts.

The energy requirements for the market at commissioning is estimated at 2MVA and projected to increase and be even higher. In order to address the gap in energy requirements, the department hereby invites competent investment partners to expand this capacity to a 5 MW to meet broader energy needs, and possibly support green energy supply to the adjacent government complex facility. This additional energy will allow significant cost savings and provide a steady, renewable power source. In exchange, the investor will earn proceeds from the power produced, with an agreement of an initial 10 to 15 years as the terms may warrant.

- **Expected Output:** Increase solar capacity from 500 kVA to 5 MVA.

- **Project period for the installation of solar system:** Completion within five months for each project site.
- **Return on Investment:** Investor will receive a rate per kWh lower than the local power supply rate, to be negotiated with the government.

2.2 AGRIVOLTAIC (SOLAR FARM) ESTABLISHMENT AND/OR EXPANSION AT THE MPUMALANGA AGRIPARK – THE AGRI-MALL AT GOVAN MBEKI MUNICIPALITY – SECUNDA

2.2.1 Background

In collaboration with SASOL Secunda, land estimated at 130 hectares was contributed by Sasol at its Sasolkraal farm for agricultural activity aimed at bringing about socio-economic growth and development for the local communities of Govan Mbeki Municipality led by the Department. A concept document was developed with the aim of practicing various agricultural value chain based interventions in the site. These includes, among others, establishment of vegetable tunnels for horticultural primary production, establishment of a 20 hectare peach orchard based on an ARC assessment report; refurbishment and commissioning of seven 5000 broiler houses; a twenty sow piggery establishment; an organic fertilizer (Biochar) plant establishment; plantation of bamboo plantation to contribute to cleaner environment given the impact of industries in the area; establishment of an aquaponics facility; building of a packhouse; a training centre for youth and learners on agriculture; pipe extrusion facility as well as an Agrivoltaic (solar farm) establishment to power, amongst others the entire Agri-mall of activities.

2.2.2 Agrivoltaic Opportunity

The energy requirements for the various primary production and secondary production on the site are significantly high and thus provides an opportunity to set up a suitable solar farm to harness nature's energy to power the facilities' requirements. In order to address the energy needs in this facility where the broiler houses, piggery, greenhouse tunnels are already established the department hereby invites competent investment partners to establish, operate and manage the Agrivoltaic (solar farm) to power and sustain the energy needs of the Mpumalanga AgriPark and the capacity requirements will be quantified and calculated in

collaboration with the investor, whom in exchange, the investor will earn proceeds from the power produced, with an agreement of an initial 10 to 15 years as the terms may warrant.

- **Expected Output:** establish solar power for the site to the required MW capacity as shall be determined and/or quantified.
- **Project period for the installation of solar system:** Completion within three months for each project site.
- **Return on Investment:** Investor will receive a rate per kWh lower than the local power supply rate, to be negotiated with the government.

2.3 AGRIVOLTAIC (SOLAR FARM) ESTABLISHMENT AND/OR EXPANSION AT THE SENTEKO TEA ESTATE AT CITY OF MBOMBELA – BARBERTON

The Senteeko Tea Estates belongs to Shamile CPA which consists of 350 beneficiaries. It is situated in outside of Barberton under Umjindi Local Municipality of Ehlanzeni South District. The coordinates are 25°42'35.17"S and 30°45'38.53"E. Senteeko Tea Estate is located about 43 km from Barberton Town via R38 road to eManzana, formerly Badplaas. The farm is about 21.7 km off R38 road using gravel road. Currently, the farm is mainly producing green tea (*Camellia sinensis*) under rainfall.

According to DARDLEA, this farm presents a unique opportunity to provide the very First black owned medicinal and pharmaceutical products' manufacturing or agro-processing factory in the province. With an estimate 575 ha of green tea plantation and a state-of-the art extraction plant, the Department is undertaking a revitalization initiative of both the primary and secondary production facilities on the farm for the benefit of the beneficiaries and the community of eMjindini through creation.

DARDLEA aims to establish various medicinal plantations including, among others Hemp, Artemisia (umhlonyane), Moringa and Citrus orchards for further extraction of medicinal extracts. The catechins family of molecules have seen an increasing demand due to their potential health benefits and applications in the food, beverage, dietary supplements, and pharmaceutical industries and is till expected to increase: The Global Catechins Market size is expected to reach \$18.1 Million by 2028, rising at a market growth of 4.7% CAGR during the forecast period. The

projected increase in the CAGR post the Covid-19 pandemic from 2022 to 2032 is even higher and stands at 5,9%.

2.3.1 Agrivoltaic Opportunity

Of all South African renewable energy sources, solar holds the most potential because of the country's geographic location as it receives large amounts of solar radiation. The renewable energy systems in the long-term are comparable or cost slightly less than non-renewable sources. The two main barriers accompanying renewable energy in South Africa are: the energy innovation system, and the high cost of renewable energy technologies. The Renewable Energy Independent Power Producers Procurement Programme suggests that the cost associated with renewable energy will equal the cost of non-renewable energy by 2030. Renewable energy is becoming more efficient, inexpensive, and widely used. South Africa has an abundance of renewable resources that can effectively supply the country's energy.

It is for this reason that DARDLEA and Mpumalanga Government would want to support the Senteeko Tea Estate with solar system in order to lower the operational costs and improve its service to the farmers in general. In order to address the energy needs in this facility the department hereby invites competent investment partners to establish, operate and manage the Agrivoltaic (solar farm) to power and sustain the energy needs of the Senteeko Tea Estate and the capacity requirements will be quantified and calculated in collaboration with the investor, whom in exchange, the investor will earn proceeds from the power produced, with an agreement of an initial 10 to 15 years as the terms may warrant.

- **Expected Output:** establish solar power for the site to the required capacity as shall be determined and/or quantified.
- **Project period for the installation of solar system:** Completion within three months for each project site.
- **Return on Investment:** Investor will receive a rate per kWh lower than the local power supply rate, to be negotiated with the government.

2.4 AGRIVOLTAIC (SOLAR FARM) ESTABLISHMENT AND/OR EXPANSION AT THE MKHONDO AGRIHUB & ONE STOP CENTRE – MKHONDO LOCAL MUNICIPALITY – PIET RETIEF

The development of Mkhondo Agrihub started in 2017 where the municipality realised a dire need to address market challenges facing farmers in the area in particular small holder producers in the municipality. Stakeholders from different spheres of government were encouraged to support the initiative. The Department of Rural Development and Land Reform (DRDLR), DARDLEA, Gert Sibande District municipality, MEGA and Mkhondo Local Municipality were the key stakeholders driving the project. The Agrihub is intended to bridge the market gap facing farmers and the surrounding communities. The Agrihub will also serve as market intelligent for farmers in the Chief Albert Luthuli Municipality (CALM) participating in the Greening CALM initiative and district at large, primary source of supply for the Mpumalanga International Fresh Produce Market.

Mkhondo Agrihub is situated at Hamorny Park Village, Ward 14, in Mkhondo Local Municipality. The primary objectives for the project is as follows:

- To establish a packaging facility for the different commodities being brought by the local emerging farmers.
- To establish a collection point for produce to be transported to the MIFPM.
- To establish a wholesale trading center for local traders and the Government Nutrition Program

2.4.1 Agrivoltaic Opportunity

Of all South African renewable energy sources, solar holds the most potential because of the country's geographic location as it receives large amounts of solar radiation. The renewable energy systems in the long-term are comparable or cost slightly less than non-renewable sources. The two main barriers accompanying renewable energy in South Africa are: the energy innovation system, and the high cost of renewable energy technologies. The Renewable Energy Independent Power Producers Procurement Programme suggests that the cost associated with renewable energy will equal the cost of non-renewable energy by 2030. Renewable energy is

becoming more efficient, inexpensive, and widely used. South Africa has an abundance of renewable resources that can effectively supply the country's energy.

It is for this reason that DARDLEA and Mpumalanga Government would want to support the Mkhondo Agrihub with solar system in order to lower the operational costs and improve its service to the farmers in general. In order to address the energy needs in this facility the department hereby invites competent investment partners to establish, operate and manage the Agrivoltaic (solar farm) to power and sustain the energy needs of the Mkhondo Agrihub and the capacity requirements will be quantified and calculated in collaboration with the investor, whom in exchange, the investor will earn proceeds from the power produced, with an agreement of an initial 10 to 15 years as the terms may warrant.

- **Expected Output:** establish solar power for the site to the required capacity as shall be determined and/or quantified.
- **Project period for the installation of solar system:** Completion within three months for each project site.
- **Return on Investment:** Investor will receive a rate per kWh lower than the local power supply rate, to be negotiated with the government.

2.5 AGRIVOLTAIC (SOLAR FARM) ESTABLISHMENT AND/OR EXPANSION AT THE NKOMAZI SPATIAL ECONOMIC ZONE (SEZ) – THE SITE FOR NKOMAZI AGRIHUB – NKOMAZI MUNICIPALITY – KOMATIPOORT

The Nkomazi Special Economic Zone (SEZ) was designated in 2018 as a multi-sectoral SEZ anchored by strong and viable agro-processing and logistics-industrial sectors. Located directly south of the N4, approximately 1km from the N4/R571 crossing and 5 km from the Lebombo Border Post, the SEZ has unique strengths and advantages due to its proximity to the Maputo Corridor and the connections to the Port of Maputo, which provide investors with easy access to East African (146 million people), SADC (277 million) and ultimately global markets.

It is supported by well-developed world class rail and road infrastructure, logistically providing efficient connectivity to Mpumalanga, Gauteng and Limpopo in South Africa, the Kingdom of

eSwatini and the Republic of Mozambique. Strategically positioned in the border town of Komatipoort, Nkomazi SEZ offers a multi-sector base of operations along the Maputo Development Corridor which provides exporters with good access through Maputo Port to the export markets of South East Africa, the Indian Ocean Rim and Far East Asia. The Nkomazi SEZ is an attractive investment destination, especially for the agriculture and agro-processing, nutraceuticals and fertilizer production sectors.

Objectives of the Nkomazi SEZ

- Developing an environmentally sustainable and highly productive agro-based industrial cluster,
- Enhancing the diversity and value of the region's value-added agricultural exports;
- Broadening the economic participation of the region's populace by integrating SMMEs and emerging farmers into targeted value-chains;
- Attracting both Foreign and Domestic Direct Investment into the region's agro-processing related businesses;
- Improving the region's innovation and technological capability;
- Enhancing the region's human and industrial capabilities in relation to agro-processing.

The Maputo Corridor is bound to develop even more as the Maputo harbour improves its handling and scheduling capacity. In the event that a second rail line to Maputo to complement the current rail link is developed, the shipment of mining products and agricultural produce to and from the Limpopo and Mpumalanga provinces will increase.

The Nkomazi SEZ is mainly focused on the following:

- agro-processing, centered on the production of pulps, concentrates, oils, derivatives and prepared fresh food.
- Nutraceutical production, involving transforming agricultural output into globally desirable nutraceuticals.
- Augmenting the meat industry, through integrated meat processing and attendant leather beneficiation factories.

- Production of organic fertilizers, based on locally developed nano-encapsulation technology.
- Aquaponics and hydroponic-based production.

At this stage, about fourteen (14) investors have committed to the Nkomazi SEZ, operating mainly in the energy, logistics and agro-processing sectors and amounting to a total investment of R50-billion. Amongst others, DP World is committed to create a logistics terminal (Komatipoort Dry Port) that can handle cargo containers and bulk material transport through transshipment of road cargo to rail (intermodal). Another investor, Vutomi Energy, is constructing a 100MW Gas to Energy Powerplant. These developments are already in an advanced stage.

2.5.1 Agrivoltaics Opportunity

Of all South African renewable energy sources, solar holds the most potential because of the country's geographic location as it receives large amounts of solar radiation. The renewable energy systems in the long-term are comparable or cost slightly less than non-renewable sources. The two main barriers accompanying renewable energy in South Africa are: the energy innovation system, and the high cost of renewable energy technologies. The Renewable Energy Independent Power Producers Procurement Programme suggests that the cost associated with renewable energy will equal the cost of non-renewable energy by 2030. Renewable energy is becoming more efficient, inexpensive, and widely used. South Africa has an abundance of renewable resources that can effectively supply the country's energy.

It is for this reason that DARDLEA and Mpumalanga Government would want to support the Nkomazi SEZ with solar system in order to lower the operational costs and improve its service to the farmers in general. In order to address the energy needs in this facility the department hereby invites competent investment partners to establish, operate and manage the Agrivoltaics (solar farm) to power and sustain the energy needs of the Nkomazi SEZ and the capacity requirements will be quantified and calculated in collaboration with the investor, whom in exchange, the investor will earn proceeds from the power produced, with an agreement of an initial 10 to 15 years as the terms may warrant.

- **Expected Output:** establish solar power for the site to the required capacity as shall be determined and/or quantified.
- **Project period for the installation of solar system:** Completion within three months for each project site.
- **Return on Investment:** Investor will receive a rate per kWh lower than the local power supply rate, to be negotiated with the government.

2.6 AGRIVOLTAIC (SOLAR FARM) ESTABLISHMENT AND/OR EXPANSION AT THE MKHUHLU AGRIHUB AT BUSHBUCKRIDGE MUNICIPALITY – MKHUHLU

The Agrihub is situated at Mkhuhlu Agricultural offices, R536 main road to Skukuza, in Bushbuckridge South Municipality of Bohlabela District. The construction of the Mkhuhlu Agrihub started in 2017 and completed in 2029. The Agrihub started operating in April 2020. During the construction phase, a total of 40 jobs (28 men, 12 women, 35 youth, 5 adults, 1 disabled) were created. The Agrihub was constructed in order to bridge the market gap and to act as a center to aggregate the fresh produce destined to the Mpumalanga International Fresh Produce Market (MIFPM) and other markets. Farmers in the Mpumalanga province especial in the Lowveld (Ehlanzeni District in particular) plant fruits and vegetables. These farmers often experience market access challenges such as transportation costs, lack of storage and marketing facilities complying with required standards. Therefore, this facility was constructed within the farmers' production areas in order to reduce transport costs from the farms to the markets and address the challenges of the lack of storage and marketing facilities meeting food safety standards.

The Agrihub is currently operating as a wholesale trading center for produce sourced from smallholder farmers and agro-processors. As part of the Government Nutrition Programme business model, the Agrihub plays a crucial role in linking produce from farmers and agro-processors to the GNP markets i.e., client departments and other markets. Currently, produce from smallholder farmers and agro-processors is supplied to six government boarding schools and 28 hospitals in the province through the Agrihub.

The primary objectives of the Agrihub are as follows:

- ✓ To establish a wholesale trading center for local traders and the Government Nutrition Programme.
- ✓ To establish a packaging facility for the different commodities being brought from the smallholder farmers in the province.
- ✓ To establish a collection point for produce to be transported to the MIFPM.

It is for this reason that DARDLEA and Mpumalanga Government would want to support the Mkhuhlu Agrihub with solar system in order to lower the operational costs and improve its service to the farmers in general. In order to address the energy needs in this facility the department hereby invites competent investment partners to establish, operate and manage the Agrivoltaics (solar farm) to power and sustain the energy needs of the Mkhuhlu Agrihub and the capacity requirements will be quantified and calculated in collaboration with the investor, whom in exchange, the investor will earn proceeds from the power produced, with an agreement of an initial 10 to 15 years as the terms may warrant.

- **Expected Output:** establish solar power for the site to the required capacity as shall be determined and/or quantified.
- **Project period for the installation of solar system:** Completion within three months for each project site.
- **Return on Investment:** Investor will receive a rate per kWh lower than the local power supply rate, to be negotiated with the government.

2.7 AGRIVOLTAIC (SOLAR FARM) ESTABLISHMENT AND/OR EXPANSION AT THE MARAPYANE FARMER TRAINING CENTRE – BAKGATLA FARM AT DR JS MOROKA MUNICIPALITY – MARAPYANE

Marapyane Bakgatla Primary Co-op Ltd project is located at stand number 3423F College View Tuinplaas Road, Marapyane, 0431. The total number of beneficiaries are five (5) youths and no disabled persons. The beneficiaries are members of the primary co-operative which are planning to affiliate to the Balimi ba Moroka Secondary co-operative with register number 2018/010743/25. Farm 3423F College View Tuinplaas Road measures 145 ha, arable land measures 145 ha in extent of which 1ha is used for vegetable production and 100ha shall be

planted with yellow maize, 44ha sunflower. The land was acquired from the Bakgatla Ba Mocha Traditional Council within the Dr. JS. Moroka Local Municipality through Permission to Occupy (PTO).

Marapyane Bakgatla Primary Co-op Ltd project forms part of Nkangala grain corridor programme in the Greening of Mpumalanga Province, due to its climatic conditions which is mainly suitable for vegetable production under irrigation and grain crops such as sunflower, sorghum, maize, dry beans under dry land and. Fields shall be cultivated on a crop rotational base to address the soil structure and available nutrients. Every after three years the soil samples need to be taken to ensure that the farmers are using the correct type of fertilizer and chemicals based on the scientific recommendations.

The vision for Marapyane Bakgatla Primary Co-op Ltd project is to produce high quality vegetables for the local and national markets year-round. The company seeks to achieve a number of objectives which includes but not limited to developing the farm infrastructure such as expanding production from 1ha to 5ha of vegetables, water development, connection of electricity with 50 KVA transformer, construction of an office, store room and ablution facilities (storage facilities for fertilizer and agro-chemicals) and maintenance of SA GAP (Food Safety Standards) accreditation status, construction of a mini guard house with an ablution facility at the entrance gate, and wind breaks for the tunnels. Marapyane

The targeted market for the Marapyane Bakgatla Primary Co-op Ltd project is Government Nutrition Programme (GNP) through Phambili Ngombono to 6 boarding schools, Natural Value Foods Pty Ltd, Katale Roots Butchery, Joburg Fresh Produce Market and Pick n Pay. Therefore, there is a need to adequately support farmers in the area with high quality and improved products. This will increase the quality and quantity of their commodities.

2.7.1 Agrivoltaics Opportunity

Of all South African renewable energy sources, solar holds the most potential because of the country's geographic location as it receives large amounts of solar radiation. The renewable energy systems in the long-term are comparable or cost slightly less than non-renewable sources. The two main barriers accompanying renewable energy in South Africa are: the energy innovation system, and the high cost of renewable energy technologies. The Renewable Energy

Independent Power Producers Procurement Programme suggests that the cost associated with renewable energy will equal the cost of non-renewable energy by 2030. Renewable energy is becoming more efficient, inexpensive, and widely used. South Africa has an abundance of renewable resources that can effectively supply the country's energy.

It is for this reason that DARDLEA and Mpumalanga Government would want to support the Marapyane Nakgatla Farm with solar system in order to lower the operational costs and improve its service to the farmers in general. In order to address the energy needs in this facility the department hereby invites competent investment partners to establish, operate and manage the Agrivoltaics (solar farm) to power and sustain the energy needs of the Mkhondo Agrihub and the capacity requirements will be quantified and calculated in collaboration with the investor, whom in exchange, the investor will earn proceeds from the power produced, with an agreement of an initial 10 to 15 years as the terms may warrant.

- **Expected Output:** establish solar power for the site to the required capacity as shall be determined and/or quantified.
- **Project period for the installation of solar system:** Completion within three months for each project site.
- **Return on Investment:** Investor will receive a rate per kWh lower than the local power supply rate, to be negotiated with the government.

2.8 AGRIVOLTAIC (SOLAR FARM) ESTABLISHMENT AND/OR EXPANSION AT THE DR JS MOROKA AGRIHUB – DR JS MOROKA MUNICIPALITY – SIYABUSWA

The DR JS Moroka Agrihub is located in Madubaduba village next to Moripe Gardens in Ward 19 of Dr JS Moroka Local Municipality. The development of Dr JS Moroka Fresh Produce Market started in 2013 after the municipality realised a need to address market challenges facing farmers in the area, particularly smallholder producers in the municipality.

In 2014 the municipality entered into an MOU with DARDLEA to collaborate in the development of the market. Later in 2014 after the pronouncement of the Agri Park concept by then president

Jacob Zuma, an agreement was reached that the fresh produce market should be converted into the an Agrihub which is the wind of the Agri Park.

Stakeholders from different spheres of government were encouraged to support the initiative. DRDLR, DARDLEA, Nkangala District Municipality, MEGA and Dr JS Moroka Local Municipality were key stakeholders identified to drive the project.

The Agrihub is intended to bridge the market gap facing farmers and the surrounding communities. The Agrihub will also serve as the market intelligence for farmers in the district, the primary source of supply for the Mpumalanga International Fresh Produce Market in Mbombela.

Having made a strategic decision to establish a Fresh Produce Market in the Dr JS Moroka Local Municipality, it became imperative to establish its viability. It is important to note that the consumer base for the market is expected to serve more than the Dr JS Moroka Local Municipality community. The following are the project objectives:

- To establish a packaging facility for the different commodities being brought by the local emerging farmers,
- To establish a collection point for the produce to be transported to the MIFPM in Mbombela,
- To establish a wholesale trading center for local traders and the school nutrition program

2.8.1 Agrivoltaics Opportunity

Of all South African renewable energy sources, solar holds the most potential because of the country's geographic location as it receives large amounts of solar radiation. The renewable energy systems in the long-term are comparable or cost slightly less than non-renewable sources. The two main barriers accompanying renewable energy in South Africa are: the energy innovation system, and the high cost of renewable energy technologies. The Renewable Energy Independent Power Producers Procurement Programme suggests that the cost associated with renewable energy will equal the cost of non-renewable energy by 2030. Renewable energy is

becoming more efficient, inexpensive, and widely used. South Africa has an abundance of renewable resources that can effectively supply the country's energy.

It is for this reason that DARDLEA and Mpumalanga Government would want to support the Dr JS Moroka Agrihub with solar system in order to lower the operational costs and improve its service to the farmers in general. In order to address the energy needs in this facility the department hereby invites competent investment partners to establish, operate and manage the Agrivoltaics (solar farm) to power and sustain the energy needs of the JS Moroka Agrihub and the capacity requirements will be quantified and calculated in collaboration with the investor, whom in exchange, the investor will earn proceeds from the power produced, with an agreement of an initial 10 to 15 years as the terms may warrant.

- **Expected Output:** establish solar power for the site to the required capacity as shall be determined and/or quantified.
- **Project period for the installation of solar system:** Completion within three months for each project site.
- **Return on Investment:** Investor will receive a rate per kWh lower than the local power supply rate, to be negotiated with the government.

2.9 AGRIVOLTAIC (SOLAR FARM) ESTABLISHMENT AND/OR EXPANSION AT THE CALM'S VEGETABLE BASKET LAND REFORM FARMS & FORTUNE 40 FARM – CHIEF ALBERT LUTHULI MUNICIPALITY – EMANZANA

The President of the Republic of South Africa presented an Economic Recovery Plan that outlines interventions for building a new economy and ensuring recovery from the effects of the COVID-19 pandemic in response to economic and social challenges faced by the country. In light of this and other plans by various structures of Government, the Mpumalanga Department of Agriculture, Rural Development, Land and Environmental Affairs is initiating the “Greening Chief Albert Luthuli Municipality – An Agricultural Food Basket” programme as part of a broader Turning Mpumalanga Green initiative.

Through this initiative, DARDLEA will ensure an increase in primary production and improve market access for farmers in Mpumalanga through intensive and comprehensive farmer support throughout the value-chain. Several selected farms have been selected in the Chief Albert Luthuli Local Municipality due to its favourable agro-ecological conditions. Furthermore, six (6) farms within CALM have been identified for support through the provision of Agrivoltaics (solar farms) and they constitute the following:

- Embhuleni CPA,
- Mantjolo CPA
- Doornhoek CPA
- Inkalane CPA
- Schoeman CPA
- Vaalkop CPA

A total of about 572 hectares will be developed for the production of vegetables. The support to be provided by the Department includes infrastructure, mechanization, production inputs and structured training. The produce will be supplied, primarily, to the Government Nutrition Programme through the Agri-hubs as well as other markets through the Mpumalanga International Fresh Produce Market. The project will be funded over a period of the first production cycle through various means of funding.

2.9.1 Agrivoltaics Opportunity

Of all South African renewable energy sources, solar holds the most potential because of the country's geographic location as it receives large amounts of solar radiation. The renewable energy systems in the long-term are comparable or cost slightly less than non-renewable sources. The two main barriers accompanying renewable energy in South Africa are: the energy innovation system, and the high cost of renewable energy technologies. The Renewable Energy Independent Power Producers Procurement Programme suggests that the cost associated with renewable energy will equal the cost of non-renewable energy by 2030. Renewable energy is becoming more efficient, inexpensive, and widely used. South Africa has an abundance of renewable resources that can effectively supply the country's energy.

It is for this reason that DARDLEA and Mpumalanga Government would want to support the Dr JS Moroka Agrihub with solar system in order to lower the operational costs and improve its service to the farmers in general. In order to address the energy needs in this facility the department hereby invites competent investment partners to establish, operate and manage the Agrivoltaics (solar farm) to power and sustain the energy needs of the JS Moroka Agrihub and the capacity requirements will be quantified and calculated in collaboration with the investor, whom in exchange, the investor will earn proceeds from the power produced, with an agreement of an initial 10 to 15 years as the terms may warrant.

- **Expected Output:** establish solar power for the site to the required capacity as shall be determined and/or quantified.
- **Project period for the installation of solar system:** Completion within three months for each project site.
- **Return on Investment:** Investor will receive a rate per kWh lower than the local power supply rate, to be negotiated with the government.

2. TERMS OF REFERENCE

It is expected that the prospective bidder should be able to deliver the following:

2.1 Site inspection for suitability

To carry out site inspection to identify the most suitable ground space for the installation of solar system and production of vegetables, crops or fruits under the solar panels as per the definition of agrivoltaics. The identification of the land should be done in collaboration with departmental engineers, farmers and local agricultural office.

2.2 Solar simulation

To carry out suitable simulation to ensure adequate solar harvest and produce simulation report.

2.3 Design and Development

Work with the departmental engineers in the design of the required solar farm and integration the existing distribution board.

2.4 Installation and commissioning

Provide for the solar PV facility testing and commissioning and certification of equipment (solar panels, inverters, and storage systems) within the specified timelines. Provision of Certificates of Compliance as per the requirement of SANS 10142-1.

2.5 Documentation and Record Keeping

To ensure that all municipal requirements are adhered to, for example, registration of the system, grid impact studies, provision of all required document and test reports on completion. Detailed project reports, including system performance, financial analysis, and maintenance records.

2.6 Skills Transfer

The investor must be prepared to involve the farmers, departmental engineers in all the stages of the project implementation. Farmers of beneficiaries must be trained in the independent use and maintenance of the system.

2.7 Operation and maintenance Plan

The investor must develop clear and actionable plans for maintaining the system over the contract period.

3. FINANCIAL MODEL

- The project will operate on an agreed-upon rate per kWh lower than Local power supply's rate at the agreed percentage below any current Local power supply rate
- **Revenue Structure:** Investor proceeds will be generated through the sale of solar power for **15 years**, after which the agreement will be reassessed.

	Agreed Rate (%) below Local power supply Rate in 15 Years														
Description	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
The agreed rate per kWh below Local power supply rate															

4. SPECIAL CONDITION OF CONTRACT

- a. The Department reserves the right NOT to appoint any bidder if it deems fit that the bid is non-responsive.
- b. The Department reserves the right to request further clarity from preferred Service Providers (s) if necessary.
- c. The original bid documents must be completed in black ink, and any use of correction fluid will nullify the bid.
- d. The Pricing Schedule must be fully completed. Any blank spaces or use of correction fluid in the bid document will result in disqualification.
- e. Alterations or the use of a custom-designed Bill of Quantities (BoQ) will result in disqualification.
- f. All products must be South African National Standards (SANS) approved.

5. EVALUATION PROCESS

The valuation process comprises of the following phases:

5.1 Phase I: Initial Screening Process

During this phase bid documents will be reviewed to determine compliance with the following:

Failure to submit or adhere to the below “Phase I” requirements will lead to automatic disqualification.

- Bidders must attend the compulsory briefing session and must sign the attendance register.
- SBD forms (SBD 1, SBD 4 & SBD 6.1) must be fully completed and signed by the bidder.
- Bidders must indicate the total bid offer on the cover page as per the grand total on the Bill of quantity.
- The Bill of Quantities (BoQ) must be fully completed and signed by the bidder.
- Signed Joint Venture Agreement and Power of Attorney in case of Joint Ventures must be submitted.
- Bidders must submit a Company Profile which includes previous contract work done, value of the work and contactable references per contract.
- Latest Audited Financial statements for the past three years and/or management accounts
- Comprehensive business proposal clearly indicating the rates proposal for the supply of power to the agricultural centres stated
- Must be registered the Electrical Contracting Board (ECB)
- Bidder must attach a certified Generation licence or a certified registration certificate with National energy regulator of South Africa (NERSA)
- Registration with South African Photovoltaic Industry Association (SAPVIA) will be an added advantage

All bidders must be registered with the Central Supplier Database (CSD) failure to do so will be automatically disqualified.

NB: It is the responsibility of the bidder to ensure that the following key information is in order to avoid any disqualification during the bid evaluations:

- The Business registration status
- Bid restrictions and defaulters status
- Identification number and the service of the state status

5.2 Phase II: Functionality evaluation as per attached Terms of Reference

- Bids will be evaluated strictly according to the bid evaluation criteria stipulated in the terms of reference
- Bidders must as part of their bid documents, submit supportive documentation for all technical requirements as indicated hereunder. The panel responsible for scoring for the respective bids will evaluate and score all bids based on their submissions and the information provided.
- Bidders will not rate themselves, but need to ensure that all information is supplied as required. The Bid Evaluation committee (BEC) will evaluate and score all responsive bids and will verify all documents submitted by the bidders.
- The BEC members will individually evaluate the responses received against the following criteria as set out below:

QUALITY & BID EVALUATION CRITERIA FOR PREFERENCE AND PRICE			
CRITERIA	EVIDENCE	POINTS	WEIGHTING
Experience and competency in similar work/service including the establishment of a minimum of 500 KVA PV grid tied solar system in the last 10 years. <i>Attach appointment letter</i>	Bidder DID NOT ATTACH appointment letters and fully signed completion certificate for the establishment of a minimum of 500 KVA PV grid tied solar system in the last 10 years	1	25
	Bidder attached one (1) appointment letter and a completion certificate for the establishment of a minimum of 500 KVA PV grid tied solar system in the last 10 years	2	

QUALITY & BID EVALUATION CRITERIA FOR PREFERENCE AND PRICE			
CRITERIA	EVIDENCE	POINTS	WEIGHTING
<i>and the fully signed completion certificates</i>	Bidder attached two (2) appointment letters and two (2) fully signed completion certificates for the establishment of a minimum of 500 KVA PV grid tied solar system in the last 10 years	3	
	Bidder attached three (3) appointment letters and three (3) fully signed completion certificates for the establishment of a minimum of 500 KVA PV grid tied solar system in the last 10 years	4	
	Bidder attached four (4) or more appointment letters and four (4) or more fully signed completion certificates for the establishment of a minimum of 500 KVA PV grid tied solar system in the last 10 years	5	
Details of staff available for this Contract. • Contracts Manager at least certificate in Civil Engineering • Safety Officer: Certificate in OHSA • Certified Electrician: Certificate in Electrical Engineering and a Wireman's License • Project Manager with certificate in Project Management from recognised, registered institutions • Registered Electrical Engineer	Bidder DID NOT attach CVs, certified copies of qualifications for any required personnel and signed consent letters from relevant personnel that refer to this bid document.	1	25
	The Bidder attached CVs, certified copies of qualifications and signed consent letters that refer to this bid document for one (1) to two (2) required personnel.	2	
	Bidder attached CVs, certified copies of qualifications and signed consent letters that refer to this bid document for any three (3) required personnel.	3	
	Bidder attached CVs, certified copies of qualifications and signed consent letters that refer to this bid document for any four (4) required personnel	4	

QUALITY & BID EVALUATION CRITERIA FOR PREFERENCE AND PRICE			
CRITERIA	EVIDENCE	POINTS	WEIGHTING
<i>Attach CVs, certified copies of qualifications and signed letters of consent from the relevant personnel, referring to this Call of Proposal.</i> <i>Certification should not be more than 6 months by the closing of bid.</i> SAQA verification certificate will be required for qualifications obtained outside South Africa	Bidder attached CVs, certified copies of qualifications and signed consent letters that refer to this bid document for all five (5) required personnel	5	
A comprehensive business proposal that may be employed to execute successful and sustainable establishment of solar PV plants of magnitude 500kVA or higher The business proposal must clearly indicate: (a) proposed competitive power supply rates. (b) the cash flow projections and own financial contribution. (c) resources required. (d) timeframe and detailed milestones and activities	Investor(s) are required to demonstrate relevant experience and competency in the establishment of solar PV plants of magnitude 500kVA or higher (companies to provide positive reference letters as proof of years' experience). The investors should submit full details of signed positive reference letters clearly indicating the start and end date/current.	No business proposal submitted 1 A business proposal indicating one (1) of the required components only. 2 A business proposal indicating any two (2) of the required components only. 3 A business proposal indicating any three (3) of the required components only. 4 A business proposal indicating four (4) or more of the required components only. 5	30

QUALITY & BID EVALUATION CRITERIA FOR PREFERENCE AND PRICE			
CRITERIA	EVIDENCE	POINTS	WEIGHTING
(e) registered or comply with all the legislation. N:B All shortlisted service providers will be invited for presentation.			
Financial statements and the commitment letter. (Attach, Audited financial statements, intent or commitment letter from reputable financial institutions)	Audited financial statements with R0 to R20 000 000 balance or commitment letter from reputable financial institution willing to commit with R0 to R20 000 000.	1	20
	Audited financial statements with R20 000 000 to 30 000 000 balance or commitment letter from reputable financial institution willing to commit with R20 000 000 to R30 000 000.	2	
	Audited financial statements with R30 000 000 to R40 000 000 balance or commitment letter from reputable financial institution willing to commit with R30 000 000 to R40 000 000.	3	
	Audited financial statements with R40 000 000 to R50 000 000 balance or commitment letter from reputable financial institution willing to commit with R40 000 000 to R50 000 000.	4	
	Audited financial statements with R50 000 000 or more balance or commitment letter from reputable financial institution willing to commit with R50 000 000 or more balance.	5	
	TOTAL		100

Only bidders who attain a minimum of 70 percent on Functionality will qualify to proceed for further evaluation on Price and Preference points.

- e) Each panel member will rate each individual criterion on the score sheet using the following scale:
1- Poor, 2 - Average, 3 - Good, 4 - Very Good, 5- Excellent
- f) Individual value scores will be multiplied with the specified weighting for the criterion to obtain the marks scored for all elements. These marks will be added and expressed as a fraction of the best possible score for all criteria. This score will be converted to a percentage and only bidders that have met or exceeded the minimum threshold of 70% for functionality will be evaluated and scored in terms of pricing and socio-economic goals as indicated hereunder.
- g) The value scored for each criterion will be multiplied with the specified with weighting for the relevant criterion to obtain the marks scored for each criterion. These marks will be added and expressed as a fraction of the best possible score for all criteria.
- h) This score will be converted to a percentage and only bidders that have met or exceeded the minimum threshold of 70 percent for functionality will be evaluated and scored in terms of pricing and socio economic goals as indicated hereunder.
- i) Any proposal not meeting a minimum score of 70 percent functionality proposal will be disqualified.
- j) The price will not be evaluated at this stage

Phase III: Price / Financial stage

- a) Price / Financial proposal must be submitted in South African Rand.
- b) The following formula will be used to calculate the points for price in respect of this bid:

$$\begin{array}{ccc}
 80/20 & \text{or} & 90/10 \\
 Ps = 80 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right) & \text{or} & Ps = 90 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)
 \end{array}$$

Where

Ps = Points scored for price of tender under consideration
 Pt = Price of tender under consideration
 Pmax = Price of highest acceptable tender

- c) The responsive bids will be adjudicated by the State whether the 90/10 or 80/20

preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

- The bid price (maximum 90 / 80 points)
 - Specific goals (maximum 10 / 20 points)
- d) The department reserves the right to arrange contracts with more than one contractor.
- e) The Preferential Procurement Policy Framework Act 2000 (PPPFA) Preferential Procurement Regulations 2022, Regulations were gazetted on 4 November 2022 (No. 47552) Vol.689 and effective from 16 January 2023. This bid will be evaluated as per above mentioned regulations. Bidders are required to submit evidence by which preference points can be claimed based on the specific goals determined by the Department. In case of a Joint Venture, the average score of the joint companies will be considered for determining preference point score.
- f) A maximum of 20 points may be awarded to a bidder for full complying with specific goals requirements stipulated in the table below. For this bid the maximum number preference points that could be allocated to a bidder are indicated below:

Specific Goal	Maximum Preference Points Allocated	Minimum Proof required for claiming preference points
An Enterprise owned by at least 51% black people	5 or 3	CIPC enterprise registration certificate, certified ID copies of company owners and certified Accredited B-BBEE status level contributor certificate or signed sworn affidavit
An Enterprise owned by at least 51% youth (35 years or younger)	5 or 2	CIPC enterprise registration certificate, certified ID copies of company owners and certified Accredited B-BBEE status level contributor certificate or signed sworn affidavit
An Enterprise owned by at least 51% women	5 or 3	CIPC enterprise registration certificate, certified ID copies of company owners and certified Accredited B-BBEE status

		level contributor certificate or signed sworn affidavit
An Enterprise owned by at least 51% persons with disability	5 or 2	Proof of disability (Certificate from a medical doctor that specifies the nature of the disability)
TOTAL	20 or 10 POINTS	

Failure to submit the required evidence will lead to allocation of zero (0) preference points.

- a) The points scored by a bidder in respect of the points indicated above will be added to the points scored for price.
- b) Supply Chain Management may, before a bid is adjudicated or at any time, require a bidder to substantiate claims it has made with regard to specific goals.
- c) Points scored will be rounded off to the nearest 2 decimals.
- d) In the event that two or more bids have scored equal total points, the contract will be awarded to the bidder scoring the highest number of points for specific goals. Should two or more bids be equal in all respects, the award shall be decided by drawing of lots.
- e) The contract will be awarded to the highest scored bidder. The bidder must submit copies of identity documents of all directors or shareholders of the company with the bid documents at the closing date and time of the bid.

NB: It is the responsibility of the service provider to ensure that tax is compliant during the appointment stage and have a valid bank account.

- Where the recommended bidder is not tax compliant, the bidder will be notified by email or in writing of their non-compliant status and the bidder will be requested to provide written proof from SARS on their compliance status or proof that they have made an arrangement to meet their outstanding tax obligation, within 7 working days. The bidder should thereafter provide the Department with proof of their tax compliance status which should be verified via the Central Supplier Database.

- Should the recommended bidder fail to provide written proof of their tax compliance status within seven (7) working days for bids; the Accounting Officer or Accounting Authority must reject the bid submitted by the bidder.
- Where goods and services have been delivered satisfactory without any dispute the department must not delay the processing of payments as a result of outstanding tax matters.
- A bidder must register for Value Added Tax (VAT) if the total value of taxable goods or services awarded is more than R1 million in a 12-month period or is expected to exceed this amount.

6. CLIENT BASE

The information submitted concerning the experience may be verified in terms of contactable references which are on the company profile. The references may include the names of relevant persons as well as their phone numbers and email addresses.

DARDLEA may utilize this data to obtain information during the evaluation and adjudication process.

7. INDEMNITY IMPLICATIONS

Successful service providers must be prepared to enter into a service level agreement with the DARDLEA.

DARDLEA reserves the right to award this bid on a non-exclusive basis, i.e. DARDLEA may procure similar services outside this bid with the view of securing the best service and value for money.

8. COMMUNICATION

Supply Chain Management will communicate with bidders for, among others. Where bid clarity is sought, to obtain information or to extend the validity period. Any communication either by facsimile, letter or electronic mail or any other form of correspondence to any government official, department or representative of a testing institution or a person acting in an advisory capacity for DARDLEA in respect of this bid between the closing date and the award of the bid by the bidder is prohibited.

9. COUNTER CONDITIONS

Bidders' attention is drawn to the fact that amendments to any of the Special Conditions by bidders will result in invalidation of such bids.

10. PROHIBITION OF RESTRICTIVE PRACTICES

- a. In terms of section 4(1) 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:
 - Directly or indirectly fixing a purchase or selling price or any other trading condition;
 - Dividing markets by allocation customers, suppliers, territories or specific types of goods or services; or
 - Collusive bidding.
- b) If a bidder(s) or contractor(s), in the judgment of purchaser, has/have engaged in any of the restrictive practices referred to above, the purchaser may, without prejudice to any other remedy provided for, invalidate the bid(s) for such items(s) offered or terminate the contract in whole or in part and refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Completion Act no.89 of 1998.
- c) Persons and Legal entities bidding shall at all times demonstrate integrity, objectivity and independence, as they will have powers and authority to enforce market rules on all stake holders.

11. FRONTING

DARDLEA supports the spirit of broad based black economic empowerment and recognizes that real empowerment can only be achieved through individuals and businesses conducting themselves in accordance with the Constitution and in an honest, fair, equitable, transparent and legally compliant manner. Against this background, DARDLEA condemns any form of fronting.

DARDLEA, in ensuring that bidders conduct themselves in an honest manner will, as part of the bid evaluation processes, conduct or initiate the necessary enquiries/investigations to determine the accuracy of the representation made in bid documents. Should any of the

fronting indicators as contained in the Guidelines on Complex Structures and Transactions and Fronting, issued by the Department of Trade and industry be established during such enquiry/investigation, the onus will be on the bidder / contractor to prove that fronting does not exist.

Failure to do so within a period of 14 days from date of notification may invalidate the bid/contract and may also result in the restriction of the bidder/contractor to conduct business with public sector for a period not exceeding ten years, in addition on any other remedies DARDLEA may have against the bidder/contractor concerned.

Fronting is prohibited. Any bidder found to have fronted shall automatically be disqualified. For contracts already awarded, the contract shall be cancelled and any costs borne shall be for the account of the defaulting Bidder. These costs shall include the costs of appointing another Bidder to complete the work.

12. TAXES

Value Added Tax at 15% must be included in the agency fees. If a bidder is not registered with SARS for VAT purposes and is awarded a bid that is above the threshold required for registration, proof for VAT registration application must be submitted within 14 days of the signing of the contract with the Department. **Failure to submit the above-stated shall result in the VAT not been paid to the Bidder.**

13. RIGHT OF DARDLEA TO INVESTIGATE AND SEEK CLARIFICATION

- The Department may, in its sole discretion, seek clarification, during the process. In the process of clarification, no change in the substance of the Technical Section or in the Financial Section shall be sought, offered or permitted.
- The Department shall, seek all clarifications in writing and the bidders responses shall also be in writing. Without limiting the information above, the Department may, in its sole discretion;
- Investigate evidence of the ability and experience of a Bidder under consideration, including joint venture partners, proposed sub-contractors, and parties otherwise related to the Bidder or the Bidder's Proposal; and

- Require or seek out confirmation from other parties of information furnished by a Bidder.

14. SIGNATURE OF AUTHORITY.

Only persons duly authorized by a company shall sign the documents that are to be submitted to the Department. A letter of authorization must accompany bid documents. In terms of joint ventures, a document of establishment of the venture must accompany bid documents. Representatives of all the parties in the joint venture shall sign the establishment document.

15. ACCEPTANCE AND REJECTION

The Department may reject any bid document if it deviates from the set criteria and reserves the right to accept or reject any bid if it does not meet the necessary requirements.

16. TIME SCHEDULE

All bids will be valid for **90 days** after closing date. In cases where the bidder fails to sign the contract of agreement or produce the required security within the required time, be unable to undertake work given or withdraw during the appointment period, the bidder shall repay the full expenses of re-advertising and preparing of new bids. This shall not apply if the Department accepts another bidder from the list.

17. JURISDICTION

The applicable legislation of the Republic of South Africa shall apply to each contract on its acceptance as *domicilium citandiet executandi*, where any legal process may be resumed on the contractor.

Each bidder binds itself to the jurisdiction and the stipulated laws of the Republic of South Africa.

18. PAYMENTS

Payments shall be as stipulated in the Service Level Agreement entered into between the department and the successful bidder.

19. MEDIATION AND ARBITRATION

Mediation and Arbitration proceedings shall be in terms of rules laid by the Law Society of South Africa.

20. PRESENTATION

DARDLEA will require presentations/interviews from short-listed investors as part of the bidding process.

21. DURATION OF THE PERIOD

The successful investor must be able supply, install and successfully operate the respective Agrivoltaics system for a period of fifteen (15) years after appointment.

The successful investor will be expected to offer the full maintenance and repair services of the Agrivoltaics as and when required for the whole period of the agreement.

22. ENQUIRIES AND CLOSING DATE

Technical Enquiries : Eng J Jiyane (Pr Eng)
Contact : Contact number: 072 654 8272
Email : injiyane@gmail.com

Administrative Enquiries : Ms NI Mbuyane or TV Dhludhlu
Contact : 013 766 6118 / 013 766 6674

Email : nimbuyane@mpg.gov.za /
vmanana@mpg.gov.za

CLOSING DATE : AS PER BID BULLETIN

NB: NO LATE SUBMISSIONS WILL BE ACCEPTED

23. BILL OF QUANTITIES (SUMMARIES)

The following Bill of Quantities must be completed in full. You are required to indicate the estimated amount required for the following activities which will constitute the core work for Mpumalanga Agrivoltaics.

AGRIVOLTAIC SUMMARY FOR MPUMALANGA INTERNATIONAL FRESH PRODUCE MARKET		
Item	Description	Amount
1	PRELIMINARY AND GENERAL REQUIREMENTS	
2	PV INSTALLATIONS (including testing & commissioning)	
3	DOCUMENTATION & MUNICIPAL COMPLIANCE (including CoC, grid impact study, registration)	
4	TRAINING & SKILLS TRANSFER	
5	MAINTENANCE OF THE AGRIVOLTAIC SYSTEM	
Total for MIFPM (carried to Main Summary)		

AGRIVOLTAIC SUMMARY FOR MPUMALANGA AGRIHUB (SECUNDA)		
Item	Description	Amount
1	PRELIMINARY AND GENERAL REQUIREMENTS	
2	PV INSTALLATIONS (including testing & commissioning)	
3	DOCUMENTATION & MUNICIPAL COMPLIANCE (including CoC, grid impact study, registration)	
4	TRAINING & SKILLS TRANSFER	
5	MAINTENANCE OF THE AGRIVOLTAIC SYSTEM	
Total for AgriHub (carried to Main Summary)		

AGRIVOLTAIC SUMMARY FOR SENTEEKO ESTATE		
Item	Description	Amount
1	PRELIMINARY AND GENERAL REQUIREMENTS	
2	PV INSTALLATIONS (including testing & commissioning)	
3	DOCUMENTATION & MUNICIPAL COMPLIANCE (including CoC, grid impact study, registration)	
4	TRAINING & SKILLS TRANSFER	
5	MAINTENANCE OF THE AGRIVOLTAIC SYSTEM	
Total for Senteeko Estate (carried to Main Summary)		

AGRIVOLTAIC SUMMARY FOR NKOMAZI SEZ		
Item	Description	Amount
1	PRELIMINARY AND GENERAL REQUIREMENTS	
2	PV INSTALLATIONS (including testing & commissioning)	
3	DOCUMENTATION & MUNICIPAL COMPLIANCE (including CoC, grid impact study, registration)	
4	TRAINING & SKILLS TRANSFER	
5	MAINTENANCE OF THE AGRIVOLTAIC SYSTEM	
Total for Nkomazi SEZ (carried to Main Summary)		

AGRIVOLTAIC SUMMARY FOR MKHUHLU AGRIHUB		
Item	Description	Amount
1	PRELIMINARY AND GENERAL REQUIREMENTS	
2	PV INSTALLATIONS (including testing & commissioning)	
3	DOCUMENTATION & MUNICIPAL COMPLIANCE (including CoC, grid impact study, registration)	
4	TRAINING & SKILLS TRANSFER	
5	MAINTENANCE OF THE AGRIVOLTAIC SYSTEM	
Total for Mkhuhlu Agrihub (carried to Main Summary)		

AGRIVOLTAIC SUMMARY FOR MARAPYANE		
Item	Description	Amount
1	PRELIMINARY AND GENERAL REQUIREMENTS	
2	PV INSTALLATIONS (including testing & commissioning)	
3	DOCUMENTATION & MUNICIPAL COMPLIANCE (including CoC, grid impact study, registration)	
4	TRAINING & SKILLS TRANSFER	
5	MAINTENANCE OF THE AGRIVOLTAIC SYSTEM	
Total for Marapyane (carried to Main Summary)		

AGRIVOLTAIC SUMMARY FOR DR JSM AGRIHUB		
Item	Description	Amount
1	PRELIMINARY AND GENERAL REQUIREMENTS	
2	PV INSTALLATIONS (including testing & commissioning)	
3	DOCUMENTATION & MUNICIPAL COMPLIANCE (including CoC, grid impact study, registration)	
4	TRAINING & SKILLS TRANSFER	
5	MAINTENANCE OF THE AGRIVOLTAIC SYSTEM	
Total for Dr JS Moroka (carried to Main Summary)		

AGRIVOLTAIC SUMMARY FOR CHIEF ALBERT LUTHULI MUNICIPALITY AGRIHUB		
Item	Description	Amount
1	PRELIMINARY AND GENERAL REQUIREMENTS	
2	PV INSTALLATIONS (including testing & commissioning)	
3	DOCUMENTATION & MUNICIPAL COMPLIANCE (including CoC, grid impact study, registration)	
4	TRAINING & SKILLS TRANSFER	
5	MAINTENANCE OF THE AGRIVOLTAIC SYSTEM	
Total for CALM Agrihub (carried to Main Summary)		

AGRIVOLTAIC SUMMARY FOR MKHONDO AGRIHUB		
Item	Description	Amount
1	PRELIMINARY AND GENERAL REQUIREMENTS	
2	PV INSTALLATIONS (including testing & commissioning)	
3	DOCUMENTATION & MUNICIPAL COMPLIANCE (including CoC, grid impact study, registration)	
4	TRAINING & SKILLS TRANSFER	
5	MAINTENANCE OF THE AGRIVOLTAIC SYSTEM	
Total for Mkhondo Agrihub (carried to Main Summary)		

MAIN SUMMARY FOR ALL NINE (9) AGRIVOLTAIC CENTRES		
Item	Description	Amount
1	AGRIVOLTAIC SUMMARY FOR MIFPM	
2	AGRIVOLTAIC SUMMARY FOR MP AGRIHUB	
3	AGRIVOLTAIC SUMMARY FOR SENTEEKO ESTATE	
4	AGRIVOLTAIC SUMMARY FOR NKOMAZI SEZ	
5	AGRIVOLTAIC SUMMARY FOR MKHUHLU AGRIHUB	
6	AGRIVOLTAIC SUMMARY FOR MARAPYANE	
7	AGRIVOLTAIC SUMMARY FOR DR JSM AGRIHUB	
8	AGRIVOLTAIC SUMMARY FOR CALM AGRIHUB	
9	AGRIVOLTAIC SUMMARY FOR MKHONDO AGRIHUB	
SUB-TOTAL A		
ADD 10% CONTINGENCIES		
SUB-TOTAL B		
ADD 15% VAT		
GRAND TOTAL (CARRIED TO FORM OF OFFER)		

DATE

SIGNATURE OF SERVICE PROVIDER



TAX CLEARANCE

TCC 001

Application for a Tax Clearance Certificate**Purpose**Select the applicable optionTenders ☐ Good standing ☐

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

Particulars of applicant

Name/Legal name (Initials & Surname or registered name)											
Trading name (if applicable)											
ID/Passport no						Company/Close Corp. registered no					
Income Tax ref no						PAYE ref no	7				
VAT registration no	4					SDL ref no	L				
Customs code						UIF ref no	U				
Telephone no						Fax no					
E-mail address											
Physical address											
Postal address											

Particulars of representative (Public Officer/Trustee/Partner)

Surname											
First names											
ID/Passport no						Income Tax ref no					
Telephone no						Fax no					
E-mail address											
Physical address											

Particulars of tender (If applicable)

Tender number

Estimated Tender amount R ,

Expected duration of the tender year(s)

Particulars of the 3 largest contracts previously awarded

Date started	Date finalised	Principal	Contact person	Telephone number	Amount
--------------	----------------	-----------	----------------	------------------	--------

Audit

Are you currently aware of any Audit investigation against you/the company? YES NO

If "YES" provide details

Appointment of representative/agent (Power of Attorney)

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

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

Signature of representative/agent	Date

Name of representative/agent

Declaration

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

Signature of applicant/Public Officer	Date

Name of applicant/Public Officer

Notes:

- It is a serious offence to make a false declaration.
- Section 75 of the Income Tax Act, 1962, states: Any person who
 - fails or neglects to furnish, file or submit any return or document as and when required by or under this Act; or
 - without just cause shown by him, refuses or neglects to-
 - furnish, produce or make available any information, documents or things;
 - reply to or answer truly and fully, any questions put to him ...

As and when required in terms of this Act ... shall be guilty of an offence ...
- SARS will, under no circumstances, issue a Tax Clearance Certificate unless this form is completed in full.**
- Your Tax Clearance Certificate will only be issued on presentation of your South African Identity Document or Passport (Foreigners only) as applicable.

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.

SBD4

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.

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.

SBD4

- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring 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 are applicable to invitations to tender:

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

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

- a) Either the 90/10 or 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

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

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

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

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80 or 90
SPECIFIC GOALS	20 or 10
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.

CALL FOR PROPOSALS FROM POTENTIAL INVESTORS TO PARTNER WITH THE DEPARTMENT OF AGRICULTURE, RURAL DEVELOPMENT, LAND AND ENVIRONMENTAL AFFAIRS TO ESTABLISH, MANAGE AND OPERATE AGRIVOLTAICS – IN SELECTED MPUMALANGA AGRICULTURE & AGRO-PROCESSING FARMS & FACILITIES

- 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 or 90 points is allocated for price on the following basis:

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\ \mathbf{Ps = 80 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)} & \mathbf{or} & \mathbf{Ps = 90 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)} \end{array}$$

Where

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

CALL FOR PROPOSALS FROM POTENTIAL INVESTORS TO PARTNER WITH THE DEPARTMENT OF AGRICULTURE, RURAL DEVELOPMENT, LAND AND ENVIRONMENTAL AFFAIRS TO ESTABLISH, MANAGE AND OPERATE AGRIVOLTAICS – IN SELECTED MPUMALANGA AGRICULTURE & AGRO-PROCESSING FARMS & FACILITIES

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

3.2.1. POINTS AWARDED FOR PRICE

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

80/20

or

90/10

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

Where

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

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
 - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

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

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

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

CALL FOR PROPOSALS FROM POTENTIAL INVESTORS TO PARTNER WITH THE DEPARTMENT OF AGRICULTURE, RURAL DEVELOPMENT, LAND AND ENVIRONMENTAL AFFAIRS TO ESTABLISH, MANAGE AND OPERATE AGRIVOLTAICS – IN SELECTED MPUMALANGA AGRICULTURE & AGRO-PROCESSING FARMS & FACILITIES

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
An Enterprise owned by at least 51% black people	3	5		
An Enterprise owned by at least 51% youth (35 years or younger)	2	5		
An Enterprise owned by at least 51% women	3	5		
An Enterprise owned by at least 51% persons with disability	2	5		

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

Partnership/Joint Venture / Consortium

One-person business/sole propriety

Close corporation

Public Company

Personal Liability Company

(Pty) Limited

Non-Profit Company

State Owned Company

[TICK APPLICABLE BOX]

**CALL FOR PROPOSALS FROM POTENTIAL INVESTORS TO PARTNER WITH THE
DEPARTMENT OF AGRICULTURE, RURAL DEVELOPMENT, LAND AND
ENVIRONMENTAL AFFAIRS TO ESTABLISH, MANAGE AND OPERATE AGRIVOLTAICS
– IN SELECTED MPUMALANGA AGRICULTURE & AGRO-PROCESSING FARMS &
FACILITIES**

- 4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:
- i) The information furnished is true and correct;
 - ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
 - iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
 - iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution, if deemed necessary.

.....	
SIGNATURE(S) OF TENDERER(S)	
SURNAME AND NAME:	
DATE:	
ADDRESS:	
	
	
	

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.

Js General Conditions of Contract (revised July 2010)