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MPUMALANGA PROVINCIAL GOVERNMENT



**DEPARTMENT OF AGRICULTURE, RURAL
DEVELOPMENT, LAND AND ENVIRONMENTAL
AFFAIRS**

BID NUMBER: ALA/457/22/MP

Document Price: R100

**THE DEVELOPMENT OF THE MPUMALANGA
CLIMATE CHANGE RESPONSE (ADAPTATION
AND MITIGATION) STRATEGY AND
IMPLEMENTATION PLAN FOR THE
AGRICULTURAL SECTOR**

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/45722/MP		CLOSING DATE: 09 NOVEMBER 2022		CLOSING TIME: 12H00	
DESCRIPTION		THE DEVELOPMENT OF THE MPUMALANGA CLIMATE CHANGE RESPONSE (ADAPTATION AND MITIGATION) STRATEGY AND IMPLEMENTATION PLAN FOR THE AGRICULTURAL SECTOR			
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.					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON		MS. DA Sibiya		CONTACT PERSON	
TELEPHONE NUMBER				Mr. Gavin Cowden	
CELL. NUMBER		084 587 9053		TELEPHONE NUMBER	
FACSIMILE NUMBER				CELL. NUMBER	
E-MAIL ADDRESS		Dudu.sibiya2014@gmail.com		071 541 7783	
				FACSIMILE NUMBER	
				E-MAIL ADDRESS	
				Nobuhlobo.agric@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
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE		TICK APPLICABLE BOX]		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	
		☐ Yes ☐ No		[TICK APPLICABLE BOX] ☐ Yes ☐ No	
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?		☐ Yes ☐ No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED? ☐ Yes ☐ No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]	
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					

PART B TERMS AND CONDITIONS FOR BIDDING

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

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

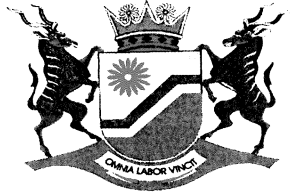
SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

(Proof of authority must be submitted e.g. company resolution)

DATE:

MPUMALANGA PROVINCIAL GOVERNMENT



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

BID NUMBER: ALA/457/22/MP (Re- Advert)

THE DEVELOPMENT OF THE MPUMALANGA CLIMATE CHANGE RESPONSE (ADAPTATION AND MITIGATION) STRATEGY AND IMPLEMENTATION PLAN FOR THE AGRICULTURAL SECTOR

NAME OF BIDDER : _____

BID AMOUNT : _____

TEL NUMBER : _____



HEAD:
AGRICULTURE, RURAL DEVELOPMENT, LAND
AND ENVIRONMENTAL AFFAIRS
PRIVATE BAG X11219
NELSPRUIT
1200

CONTACT: Duduzile Sibiyi / Gavin Cowden
PHONE: 084 587 9053 / 071 541 7783

CLOSING DATE : AS PER BID BULLETIN

THE BID IS VALID FOR 90 DAYS

THE DEVELOPMENT OF THE MPUMALANGA CLIMATE CHANGE RESPONSE (ADAPTATION AND MITIGATION) STRATEGY AND IMPLEMENTATION PLAN FOR THE AGRICULTURAL SECTOR

1. BID NOTICE AND INVITATION TO BID

BID NO: ALA/457/22/MP

Bids are hereby invited for **THE DEVELOPMENT OF THE MPUMALANGA CLIMATE CHANGE RESPONSE (ADAPTATION AND MITIGATION) STRATEGY AND IMPLEMENTATION PLAN FOR THE AGRICULTURAL SECTOR** in the Mpumalanga Province. ***NOTE: Agricultural Sector will cover Rural Development and Land within Department of Agriculture, Rural Development, Land and Environmental Affairs)***

Bid 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 **R100.00** or can be downloaded at <https://www.etenders.gov.za/Home/opportunities>. Only bank guaranteed cheques or 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 bids is: as per Bid Bulletin at 12h00

Duly completed Bids enclosed in a sealed envelope marked **"THE DEVELOPMENT OF THE MPUMALANGA CLIMATE CHANGE RESPONSE (ADAPTATION AND MITIGATION) STRATEGY AND IMPLEMENTATION PLAN FOR THE AGRICULTURAL SECTOR**

" with 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, Piet Retief and Evander.

The Bids will be opened in public.

Telegraphic, telephonic, telex, facsimile, e-mail and late bids WILL NOT be accepted

THE DEVELOPMENT OF THE MPUMALANGA CLIMATE CHANGE RESPONSE (ADAPTATION AND MITIGATION) STRATEGY AND IMPLEMENTATION PLAN FOR THE AGRICULTURAL SECTOR

Bidders should ensure that bids are delivered on time to the correct address. If the bid 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:

Date	Time	Venue	Location
AS PER BID BULLETIN	AS PER BID BULLETIN	DARDLEA Ehlanzeni District Office, Cycad Building (Block 4), 1 Aqua Street, Riverside, Nelspruit	Mbombela, Ehlanzeni District

THE DEVELOPMENT OF THE MPUMALANGA CLIMATE CHANGE RESPONSE (ADAPTATION AND MITIGATION) STRATEGY AND IMPLEMENTATION PLAN FOR THE AGRICULTURAL SECTOR

2. AIM

The aim of this request for proposal is to appoint an independent, professional and suitably qualified Service provider to support the Mpumalanga Department of Agriculture Rural Development, Land and Environmental Affairs (DARDLEA), with **THE DEVELOPMENT OF THE MPUMALANGA CLIMATE CHANGE RESPONSE (ADAPTATION AND MITIGATION) STRATEGY AND IMPLEMENTATION PLAN FOR THE AGRICULTURAL SECTOR**, *NOTE: Agricultural Sector will cover Rural Development and Land within (Department of Agriculture, Rural Development, Land and Environmental Affairs)*

3. INTRODUCTION

The impacts of climate change pose a significant threat to South Africa and its provinces especially to people and their livelihoods, referring to significant changes in global temperature, precipitation, wind patterns, or other measures of climate over a significant period of time. Climate change is about abnormal variations to the climate, and the effects of these variations on parts of the Earth. Climate change is brought about by increasing temperatures in the earth's atmosphere as a result of increased greenhouse gas (GHG) emissions being emitted by human activity, such as the burning of fossil fuels, clearing of natural forests and landscapes for developments such as mining, agriculture, urbanization and etc. Many of these gases occur naturally but human activity is increasing the concentrations of gases, such as CO₂ one of the greenhouse gases most commonly produced by human activities and which is responsible for 64% of man-made global warming.

On that note DARDLEA in 2017 has developed the multi-sectoral Provincial Climate Change Adaptation Strategy, followed by Climate Change Mitigation Strategy in 2020 to mitigate and adapt to the impacts of climate change.

The agricultural sector was identified as a key vulnerable sector due to its impact on food security. Furthermore, the agricultural sector is totally dependent on climatic conditions for productivity. The following were recommendations for the agricultural sector under the Multi-Sectoral Climate Change Adaptation Strategy, 2017:

THE DEVELOPMENT OF THE MPUMALANGA CLIMATE CHANGE RESPONSE (ADAPTATION AND MITIGATION) STRATEGY AND IMPLEMENTATION PLAN FOR THE AGRICULTURAL SECTOR

- Establish an effective Central Committee to deal with all agricultural commodities with an inclusion of other sectors on Climate Change Adaptation.
- Design a Climate Change Adaptation and Agriculture Capacity Building programme (accreditation and NQF level) for Extension Officers.
- Development and implementation of an integrated database for farmers to identify their individual vulnerabilities on Climate Change.
- Commission a study to assess and investigate sustainable agriculture, technology and long-term investment with the inclusion of climate change element.
- Review all agricultural policies to include the element of climate change adaptation.
- Identify funding opportunities and structures for the agricultural sector in relation to climate change.
- Existing monitoring, verification and reporting systems to be assessed and reviewed to include the element of climate change adaptation.
- The development of Agriculture Climate Change Adaptation Strategy

Based on the Climate Change Mitigation Strategy of 2020, Agriculture, Forestry and other Land Use were identified as a 3% contributor of Greenhouse Gas (GHG) emissions. It is proposed that climate smart technologies be implemented to reduce the emissions.

Agriculture is vulnerable and a carbon emitter hence it should have adaptive capacity and coping mechanisms for livelihoods to survive and be sustainable.

4. BACKGROUND

THE DEVELOPMENT OF THE MPUMALANGA CLIMATE CHANGE RESPONSE (ADAPTATION AND MITIGATION) STRATEGY AND IMPLEMENTATION PLAN FOR THE AGRICULTURAL SECTOR is a strategic deliverable for DARDLEA in implementing an effective climate change programme in compliance with the National Climate Change Response Policy (NCCRP) of 2011, the National Climate Change Response Plan for Agricultural Sector and other relevant National and Provincial frameworks must provide the

THE DEVELOPMENT OF THE MPUMALANGA CLIMATE CHANGE RESPONSE (ADAPTATION AND MITIGATION) STRATEGY AND IMPLEMENTATION PLAN FOR THE AGRICULTURAL SECTOR

baseline information . The policy is followed by the National Climate Change Bill of 2018, which will soon become a National Climate Change Act, where all sector departments find their functions to develop their plans to respond to climate change.

It is undeniable that climate change affects the agricultural sector negatively on food-energy-water nexus, agricultural services, productivity and infrastructure for different categories of farmers. It increases vulnerabilities as they have a low adaptive capacity to build resilience. Simultaneously, agriculture is contributing to high levels of GHG emissions that exacerbate the impacts of climate change.

The purpose of the response strategy and implementation plan is to reduce GHG emissions generated by the sector, build resilience and reduce vulnerabilities of climate change impacts on DARDLEA operations, farmers and relevant stakeholders. This is to increase sustainable productivity and food security to meet the needs of Mpumalanga communities and export requirements while conserving natural resources.

5. THE SCOPE OF WORK

DARDLEA is seeking the assistance of an independent, professional and suitably qualified service provider with the relevant competencies and expertise to develop the **MPUMALANGA CLIMATE CHANGE RESPONSE (ADAPTATION AND MITIGATION) STRATEGY AND IMPLEMENTATION PLAN FOR THE AGRICULTURAL SECTOR**. The strategy must have an implementation plan that goes beyond advising the province on how DARDLEA would be impacted if the strategies/plans/policies/procedures/systems are not reviewed and indicate how it will influence the key sectors to review or change their policies. Upon meeting the service provider some activities that could be merged or run concurrently may be discussed.

To achieve the objectives listed, the development process will entail amongst others:

- Gathering and reviewing relevant literature (particularly literature related to the Climate change in the sector);
- Compiling a comprehensive situational analysis report to inform stakeholder consultations with the aid of the national climate change response policy and others

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- Utilising the National Climate Change Sector Plan and other relevant published documents such as Agricultural Atlas of climate change and GHG inventory, Climate-Smart Agriculture Strategic Framework and Guidelines etc;
- Synthesizing secondary and primary data collected to address the objectives of the policy formulation exercise;
- Presenting the draft response strategy and implementation plan to key sector stakeholders and;
- Incorporating inputs and comments as necessary into the draft response strategy and implementation plan and finalising both accordingly.

The agricultural sector response strategy and implementation plan will include the following:

- Science-based Evidence– the key concepts of mitigation, adaptation and vulnerability must be clearly defined.
- Background information on mitigation and adaptation in the sector needs to be outlined.
- Background must include information on Global Intergovernmental Panel on Climate Change (IPCC) projections, GHG emissions, temperature, precipitation, Global aspects of international co-operation in respect of the sector [United Nations Framework Convention on Climate Change (UNFCCC) and other International Agreements], National and Provincial related policies and downscaled projections for GHG and temperature
- Key scientific information must be incorporated into the plan, e.g., projections and implications. Information from credible relevant National Atlases of climate and agricultural GHG inventory including other publications must be considered and included.
- Information on the legislative tools such as relevant policies, strategies, etc linked to this process must be included and listed in the document. DARDLEA will provide more information on policies related to climate change.
- Problem statement must be clearly defined and outline remedial actions/strategies.

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- Best innovative agricultural and climate smart technologies strategies/practices must be outlined. Information on strategies for all categories of farmers to be considered with benefits for the farming communities and associated commodities.
- Levels of adaptation need to consider all levels of responses, e.g. national, provincial and local.
- Long term adaptation and mitigation scenarios.
- Implications of the adaptation and mitigation options on socio-economic / value-added services.
- Nature of adaptation impacts on other sectors that are interlinked with the agricultural sector, i.e. water, energy, transport, labour, etc.
- Information on impacts and vulnerability to climate change in the agricultural sector needs to be considered and incorporated.
- Determining priority disaster prone areas for the agricultural sector, vulnerable farming communities and households.
- Monitoring and disseminating climate change information, including an early warning system.
- Key policy direction on understanding, implementation and monitoring of adaptation and mitigation strategy.
- Potential sources of funding for climate change activities, including research.

6. THE OBJECTIVES

The appointed service provider will be expected to carry out the following functions to ensure the achievement of the objectives:

- Conduct a review and assessment of key international, national, provincial and local plans / policies / programmes / strategies / systems / procedures to investigate how it will impact the response strategy in relation to climate change, including implications if not complied with.
- Develop a Climate Risk and Vulnerability Assessment for the short, medium and long term, projecting to 2050, for Agriculture Sector.

THE DEVELOPMENT OF THE MPUMALANGA CLIMATE CHANGE RESPONSE (ADAPTATION AND MITIGATION) STRATEGY AND IMPLEMENTATION PLAN FOR THE AGRICULTURAL SECTOR

- Develop a strategy and implementation plan, looking at appropriate best practices and available climate-smart technologies and conservation methods, to reduce vulnerabilities and emissions in order to build resilience for the agricultural sector.
- Develop effective mechanisms of adaptive capacity to respond to related natural disasters and preparedness (including early warning systems).
- Develop appropriate, practical and implementable climate change responses actions for related Agricultural sectors.
- Conduct participatory stakeholder engagements to maximize information gathering, in consideration of COVID and other health protocol regulations.
- Conduct capacity building and knowledge-transfer to DARDLEA for the effective implementation of response actions recommended.

7. DELIVERABLES

The deliverables of the project are the following:

- **Inception Report**

An Inception Meeting, after appointment of the successful service provider(s), confirming the project work plan and deliverables, including stakeholder engagement and financial plan / billing, aligned with the project schedule, to be submitted to DARDLEA for approval;

- **Stakeholder Engagement Plan**

Establishment of committees such as Project Management Team (PMT) and Project Steering Committee (PSC) and prepare a stakeholder engagement plan –

- **Situation Analysis Report.** Conduct climate scenario analysis, projections, historical observations, key weather elements information including rainfall, and temperature (to 2050) and look at all prevailing climate change hazards, associated impacts to the agricultural sector.
- **Climate Change Risk and Vulnerability Assessment Report** - Assess climate change risks and vulnerabilities and map impacts, issues, causes and interventions happening at provincial and local level to be reported to the Provincial Climate Change Information

THE DEVELOPMENT OF THE MPUMALANGA CLIMATE CHANGE RESPONSE (ADAPTATION AND MITIGATION) STRATEGY AND IMPLEMENTATION PLAN FOR THE AGRICULTURAL SECTOR

System, whilst analyzing the exposure and sensitivity to determine adaptive capacity of other key sectors, agricultural commodities and farmers.

- **Draft MPUMALANGA CLIMATE CHANGE RESPONSE (ADAPTATION AND MITIGATION) STRATEGY AND IMPLEMENTATION PLAN (Implementation plan with objectives, activities, timeframes, role/responsibilities and financial implications for the implementation plan.**

Assess different climate change low-emission as mitigation and climate resilient as adaptation by developing scenarios and its impacts for the sector with practical implementable response action.

It should include the following:

Specific and practical mitigation and adaptation measures/ programmes, projects, key activities, budget and support needed including capacity needed to implement the response strategy i.e., a proposed organizational structure with clearly defined roles and responsibilities to fully and effectively climate change response strategy.

- **Conduct a review and assessment of all key provincial plans, policies, programmes and strategies,**

To investigate how these will impact on the development of the Provincial Climate Change Mitigation Strategy

Review existing Climate Change and Agriculture applications and systems and how will reduce the impacts of climate change to the agricultural sector and how it could be linked to daily support mechanisms for farmers and officials

Assist all DARDLEA programmes scenarios to mainstream climate change to mitigate climate change and reduce risk and vulnerability through adaptation strategies,

Assess possibilities of renewable energy and low carbon economy

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Collect and analyze data on current trends and studies on climate change mitigation, not limited to the following:

- National and other provincial departments, agencies and academia,
- South African Weather Service (SAWS),
- South African National Botanical Institute (SANBI),
- Council for Scientific Industrial Research (CSIR),
- Agricultural Research Council (ARC),
- Water Research Council (WRC),
- South African Veterinary Council (SAVC), and
- Human Sciences Research Council (HSRC)

Assess socio-economic impacts and cost-benefit analysis of the mitigation and adaptation options, how will it be financed, investment opportunities, barriers and what policies need to be reviewed to reduce vulnerabilities and emissions;

Assess mechanisms of GHG reduction and removals as per National and Provincial GHG Inventory report;

Modelling of emission data and identifying mitigation measures, including baseline, low and high responses. These need to be included in **THE MPUMALANGA CLIMATE CHANGE RESPONSE (ADAPTATION AND MITIGATION) STRATEGY AND IMPLEMENTATION PLAN for the Agricultural Sector;**

Appropriate best practices and available climate-smart technologies, conservation methods and just transition to reduce emissions and build resilience while reducing the vulnerabilities;

Develop a Response Plan with opportunities for the sector, which includes an Early Warning System.

THE DEVELOPMENT OF THE MPUMALANGA CLIMATE CHANGE RESPONSE (ADAPTATION AND MITIGATION) STRATEGY AND IMPLEMENTATION PLAN FOR THE AGRICULTURAL SECTOR

- **Final MPUMALANGA CLIMATE CHANGE RESPONSE (ADAPTATION AND MITIGATION) STRATEGY AND IMPLEMENTATION PLAN for the Agricultural Sector**
- **Summary Report for Decision Makers**

8. STANDARDS AND FINAL PRODUCTS:

- The layout, design and printing must conform with the DARDLEA Communication standards and will need to be approved by the Project Steering Committee (PSC) at key production points. These costs must be indicated separately in the proposal;
- A minimum of five (5) hard copies of each draft deliverable documents / reports for review;
- At least five (5) hard copies, one (1) soft copy (MS Word version) and one (1) print ready (PDF version) of the final draft report will need to be submitted to DARDLEA for sign off. Upon sign off of deliverables and products, as well as raw data, graphs, high resolution images, maps (300 dpi or higher) used in the preparation of the products, must be submitted to DARDLEA in the relevant electronic format (i.e. MS Word, MS Excel, Shape Files, etc.).
- The final deliverable products for the Mpumalanga Climate Change Response (Adaptation and Mitigation) Strategy and Implementation Plan for Agriculture will be the following:
 - Glossy printed Executive Summary publication – 300 hard colour copies;
 - Comprehensive Final Mpumalanga Climate Change Response (Adaptation and Mitigation) Strategy and Implementation Plan in Mpumalanga – 300 hard colour printed copies;
 - Electronic copies of the comprehensive Final Mpumalanga Climate Change Response (Adaptation and Mitigation) Strategy and Implementation Plan – 200 digital copies (Print Ready PDF version), on a USB Flash Drive / Memory Stick;

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- Internet Version of the Mpumalanga Climate Change Response (Adaptation and Mitigation) Strategy and Implementation Plan - 3 electronic copies (HTML Format) on USB Flash Drive / Memory Stick;
- (A1 sized) full colour Awareness Posters – 60 hard copies.

9. PROJECT MEETINGS

- Once the contract has been signed, an inception meeting will be held with the successful service provider(s) in order to clearly define and understand the aims and objectives of the project, as well as the project requirements. This inception meeting will also specify the occurrence of project-progress meetings, as per DARDLEA processes;
- The service provider(s) is expected to work with the DARDLEA Project Management Team and Project Steering Committee for the purposes of capacity building and skills transfer, and especially the project manager;
- The successful service provider(s) must make themselves available for fortnightly project management meetings, or as determined by DARDLEA at the DARDLEA offices or an alternative venue to be agreed upon by both parties;
- Project Management Team will meet frequently and when need arises;
- Bi-monthly (every second month) Project Steering Committee meetings will be required for discussion and adoption of draft/final documents related to deliverables described above.
- The service provider is to plan and budget for an initiation meeting, project management meetings, project steering committee meetings and meetings as required with stakeholders as well as any meeting required in furtherance of the project.
- All logistical arrangement and administration for these meetings is to be undertaken by the service provider, in collaboration with DARDLEA.
- Action based minutes of all meetings must be taken by the service provider and circulated within 5 working days of the meeting to all relevant parties.

THE DEVELOPMENT OF THE MPUMALANGA CLIMATE CHANGE RESPONSE (ADAPTATION AND MITIGATION) STRATEGY AND IMPLEMENTATION PLAN FOR THE AGRICULTURAL SECTOR

- The DARDLEA will only provide for a venue for the Project Management and Steering Committee meetings. The service provider must provide venues for all other meetings and workshops, where suitable DARDLEA facilities are not available.
- The service provider must budget for outsourcing of venues and hiring of equipment and catering for all stakeholder engagements.
- The final project meeting to be held should include the presentation and handing over of the final products / deliverables.

10. SKILLS TRANSFER PLAN

- The service provider(s) should be a highly knowledgeable person on policy and strategic plan development. He/she must have solid understanding of climate change and the agricultural sector nationally, regionally and internationally.
- The Service provider must make provision for skills transfer to officials of DARDLEA who form part of the Project Steering Committee.
- The Service provider must submit a detailed programme/plan for skills transfer to the various DARDLEA programmes that have formed part of this project.
- The service provider must detail all the activities that will entail the programme / plan for skills transfer, including methodologies and tools used for development of the Mpumalanga Climate Change (Adaptation and Mitigation) Response Strategy and Implementation Plan for the Agricultural Sector.
- The skills transfer plan must include all phases of the projects and it is expected that the identified officials must be given hands on practical experience on the methodology and compilation processes.

11. CONTRACT

The Terms of Reference, as well as the project proposal, will act as an agreement between the DARDLEA and the service provider. However, it will be expected from the service provider to sign a Service Level Agreement (SLA) or contract document with DARDLEA. DARDLEA will become owners of any intellectual property that may be a product or outcome of this process.

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The service provider will report directly and hand over all deliverables, which will be reviewed and sanctioned to the Project Steering Committee (PSC).

12. INVOICES

- Invoices should indicate the objective and output and should be linked to a specific deliverable (e.g. Report).
- Government will only remunerate work completed to the satisfaction of DARDLEA.

13. TIMEFRAMES

The project duration is **18 months** from the date of appointment. It can only be extended if new timelines are approved by DARDLEA.

14. BUDGET

All the specific outputs (deliverables) must be costed within the project budget and be detailed as follows:

- Cost of deliverables;
- Resources to be used;
- Time needed (in hours);
- Level of personnel developing a deliverable; and
- Travel costs including kilometers and the purpose of the trips.

15. INPUTS FROM THE DARDLEA

- The Department will provide documentation and information available in the Department.
- The Department will provide the venues for holding the project management meetings only; all other meetings and stakeholder engagements must be budgeted for and provided by the service provider.

THE DEVELOPMENT OF THE MPUMALANGA CLIMATE CHANGE RESPONSE (ADAPTATION AND MITIGATION) STRATEGY AND IMPLEMENTATION PLAN FOR THE AGRICULTURAL SECTOR

- The DARDLEA project management team will make themselves available for various agreed meetings and workshops and will review and make comments / give input where required.

16. KEY QUALIFICATION INDICATORS

16.1. Expertise of the Project Team

The Project Management team complement shall have proven expertise and experience in the following fields:

- Agricultural Scientists (crop, animal, engineers, economists, farm planning etc.)
- Climate Change scientists
- Environment Engineer or Natural Scientist
- Climate Services and Application experts
- Disaster Management Expert
- Veterinary or Animal Health Services
- Atmospheric Scientist
- Project Management (PMP Certificated)
- Strategic Planner
- Business Developer
- Rural Development /development studies expert
- Land reform expert
- Community Liaison Officer
- GIS Professional
- Land Use and Soil Management Scientist
- Other relevant skills and expertise that could be needed

16.2. Professional Status

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- It is compulsory that the service provider submitting proposals should have a fulltime overall Project Leader who is a Climate Change and/or Sustainable Agricultural Specialist registered with a relevant Professional Agricultural/Environmental body, with a relevant Doctorate or Masters Qualification.
- Other Project Management Team members with appropriate climate change, sustainable agriculture qualifications and experience, where necessary, must be registered with the relevant professional bodies.

16.3. Experience

The service providers submitting proposals should demonstrate their experience and track record in the development of climate change response strategies in agricultural sector.

A summary of projects implemented (of the same nature as required) in the last five financial years with proof and contactable references must be provided.

Details of past experience that could demonstrate the technical ability of the service provider or project team should be included. Specific attention should be given to the experience of the different team members as proposed.

17. PROJECT COSTING

In terms of government procedure, the department is required to evaluate the proposals on a total cost / value for money basis (in addition to other criteria). As such service provider are required to prepare a plan of work with clear cost estimates based on the information provided in these terms of reference, as this will facilitate a comparison across proposals.

- **Proposed Methodology**

Service provider(s) must submit a proposal indicating their understanding of the brief, their proposed model to deliver the services, including a detailed work-plan, cost estimates and

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cash flow projections, as well as a timeline of deliverables, to DARDLEA and methodology should indicate how skills will be transferred.

18. EVALUATION PROCESS

The evaluation process comprises of the following phases:

Phase I: Initial screening process

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

- All SBD forms should be fully completed and signed
- Attendance of briefing session and signing of attendance register.
- 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;
- Company Profile, including previous contract work done, value of the work and contactable references per contract.

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:

- Tax compliance status
- The Business registration status
- Bid restrictions and defaulters status
- Bank Account information
- Identification number and the service of the state status

A bidder must comply with all of the above in order to qualify in the next phase.

Phase II: Functionality evaluation as per attached Terms of Reference

- a) Bids will be evaluated strictly according to the bid evaluation criteria stipulated in the terms of reference.

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- b) 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.
- c) 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.
- d) The panel members will individually evaluate the responses received against the following criteria as set out below:

EVALUATION CRITERIA ON FUNCTIONALITY

CRITERIA	EVIDENCE	RATING	WEIGHT
The bidder's ability to relate to the proposed scope of work/project design in terms of their: - Project proposal demonstrating understanding of the brief, - Proposed project schedule / work-plan, - Proposed project organization and staffing, - The billing schedule clearly presented and linked with expected deliverables <i>Attach Gantt Chart clearly indicating project schedule / work</i>	Bidder did not attach: - Project proposal demonstrating understanding of brief, - Proposed project schedule / work-plan, - Proposed project organization and staffing, - The billing schedule clearly presented and linked with expected deliverables and, - Gantt Chart	1	35
	Bidder attached all, but provided irrelevant information: - Project proposal demonstrating understanding of brief, - Proposed project schedule / work-plan, - Proposed project organization and staffing, - The billing schedule clearly presented and linked with expected deliverables and, - Gantt Chart	2	
	Bidder included the requested information only in the Gantt Chart: - Project proposal demonstrating understanding of brief, - Proposed project schedule / work-plan, - Proposed project organization and staffing, - The billing schedule clearly presented and linked with expected deliverables and,	3	

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CRITERIA	EVIDENCE	RATING	WEIGHT
<i>plan, milestones / activities, timelines, resources and cash flow projections</i>	Gantt Chart		
	Bidder attached all, with partially relevant information: - Project proposal demonstrating understanding of brief, - Proposed project schedule / work-plan, - Proposed project organization and staffing, - The billing schedule clearly presented and linked with expected deliverables and, - Gantt Chart	4	
	Bidder attached all relevant information: - Project proposal demonstrating understanding of brief, - Proposed project schedule / work-plan, - Proposed project organization and staffing, - The billing schedule clearly presented and linked with expected deliverables and, - Gantt Chart	5	
Qualifications and details of individual team members available for this Contract: Minimum requirement - postgraduate degree in: Environmental Engineering, Agricultural Engineering, Natural Science, Climate Change, Agriculture Sustainable	Bidder attached CVs, certified copies of qualifications and letters of consent for only one (1) OR none of the stipulated professional staff	1	15
	Bidder attached CVs, certified copies of qualifications and letters of consent for only two (2) of the stipulated professional staff	2	
	Bidder attached CVs, certified copies of qualifications and letters of consent for only three (3) of the stipulated professional staff	3	
	Bidder attached CVs, certified copies of qualifications and letters of consent for only five (5) of the stipulated professional staff	4	

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CRITERIA	EVIDENCE	RATING	WEIGHT
Resource Management, Crop and Animal Production <i>Attach CVs, certified copies of qualifications and letters of consent from the relevant personnel. Certification should not be older than 3 months by the closing date of this bid</i>	Bidder attached CVs, certified copies of qualifications and letters of consent for all of the stipulated professional staff (7)	5	
Company experience in providing similar work: <i>Attach Orders, Completion Certificates and / or Appointment Letters</i>	Bidder attached one (1) or zero (0) Completion Certificates and/or Appointment Letters with experience relevant to this technical field	1	10
	Bidder attached two (2) Completion Certificates and/or Appointment Letters with experience relevant to this technical field	2	
	Bidder attached three (3) Completion Certificates and/or Appointment Letters with experience relevant to this technical field	3	
	Bidder attached four (4) Completion Certificates and/or Appointment Letters with experience relevant to this technical field	4	
	Bidder attached Five (5) or more Completion Certificates and/or Appointment Letters with experience relevant to this technical field	5	
Company experience with contracts of similar value undertaken: In climate change and agriculture strategies and list of all relevant work done <i>Attach Purchase Orders, Completion Certificates and / or Appointment Letters</i>	Bidder attached Purchase Orders, Completion Certificates and/or Appointment Letters and list of all relevant work done for contract(s) valued at R1 500 000 or less	1	15
	Bidder attached Purchase Orders, Completion Certificates and/or Appointment Letters and list of all relevant work done for contract(s) valued at R1 500 001 – R2 500 000	2	
	Bidder attached Purchase Orders, Completion Certificates and/or Appointment Letters and list of all relevant work done for contract(s) valued at R2 500 001 – R3 500 000	3	
	Bidder attached Purchase Orders, Completion Certificates and/or Appointment Letters and list of all	4	

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CRITERIA	EVIDENCE	RATING	WEIGHT
<i>and list of all relevant work done</i>	relevant work done for contract(s) valued at R3 500 001 – R4 500 000		
	Bidder attached Purchase Orders, Completion Certificates and/or Appointment Letters and list of all relevant work done for contract(s) valued at R4 500 001 or more	5	
Proposal presentation: Presentation of the full proposal as per the scope of work, indicating the understanding of the brief, proposed model to deliver the services, including a detailed work-plan, cost estimates and cash flow projections, as well as a timeline of deliverables, to DARDLEA and methodology should indicate how skills will be transferred	Presentation does not fully cover the following: the full proposal as per the scope of work, indicating the understanding of the brief, proposed model to deliver the services, including a detailed work-plan, cost estimates and cash flow projections, as well as a timeline of deliverables, to DARDLEA and methodology indicating how skills will be transferred. No additional members of the professional team present to support and provide clarification / answer questions.	1	15
	Presentation of the full proposal as per the scope of work, indicating the understanding of the brief, proposed model to deliver the services, including a detailed work-plan, cost estimates and cash flow projections, as well as a timeline of deliverables, to DARDLEA and methodology indicating how skills will be transferred. No additional members of the professional team present to support and provide clarification / answer questions.	3	
	Presentation of the full proposal as per the scope of work, indicating the understanding of the brief, proposed model to deliver the services, including a detailed work-plan, cost estimates and cash flow projections, as well as a timeline of deliverables, to DARDLEA and methodology indicating how skills will be transferred. Most members of the professional team present to support and provide clarification / answer questions.	5	

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Financial ability to carry out and complete the project	F, G, H or E OR if bidder DID NOT submit Bank Rating Letter	1	10
	D	2	
	C	3	
	B	4	
	A	5	
<i>Attach Bank Rating Letter</i>			
Total			100

Only bidders who attain a minimum of 60 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:

Rating guidelines:

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 60 percent 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 60 percent for functionality will be evaluated and scored in terms of pricing and socio economic goals as indicated hereunder.

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- i) Any proposal not meeting a minimum score of 60 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:

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

Where

P_s = Points scored for comparative price of bid under consideration

P_t = Comparative price of bid under consideration

P_{min} = Comparative price of lowest acceptable bid

- c) The responsive bids will be adjudicated by the State on the 80/20-preference point for Broad-Based Black economic empowerment in terms of which points are awarded to bidders on the basis of:
 - The bidden price (maximum 80 points)
 - Broad-based black Economic Empowerment as well as specific goals (maximum 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 2017, Regulations were gazetted on 20 January 2017 (No. 40553) and effective from 01 April 2017. These bid will be evaluated as per above mentioned regulations. Bidders are required to submit B-BBEE status level certificate issued by an authorized body or person; a sworn affidavit as prescribed by the B-BBEE Codes of Good Practice; or any other requirement prescribed in terms of the Broad-Based Black Economic Empowerment Act and

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in case a Joint Venture, a combined BBEE certificate for the service providers must be provided, and subcontracting, the regulations will be followed.

- f) A maximum of 20 points may be awarded to a bidder for being a Broad-Based Black Economic Empowerment and / or subcontracting with a Broad-Based Black Economic Empowerment stipulated in the Preferential Procurement regulations of 2017. For this bid the maximum number of Broad-based black Economic Empowerment status that could be allocated to a bidder is indicated below:

B-BBEE Status Level of Contributor	Number of points (80/20 system)
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
NON-COMPLIANT CONTRIBUTOR	0

Failure to capture the required status level on the SBD 6.1 and to submit the required B-BBEE status level certificates will lead to a zero (0) status level for non-compliant service providers

- The points scored by a bidder in respect of the points indicated above will be added to the points scored for price.
- Bidders are requested to complete the various preference claim forms in order to claim preference points.
- Only a bidder who has completed and signed the declaration part of the preference claim form will be considered for B-BBEE status.
- 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 B-BBEE status.

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- e) Points scored will be rounded off to the nearest 2 decimals.
- f) 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 B-BBEE status. Should two or more bids be equal in all respects, the award shall be decided by drawing of lots.

A contract may, on reasonable and justifiable grounds, be awarded to a bid that did not score the highest number of points. 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.

Phase IV: Vetting

Shortlisted bidders will be required to undergo the vetting procedure to verify the authenticity of the submitted documents during the submission period and bidder can be eliminated if discovered that false information was submitted. The vetting process doesn't mean that the bidder will be automatically awarded the contract.

CLIENT BASE

Bidders are required to have specific experience and are encouraged to provide at least four recent references, in writing on the company's letterhead. The references must include the names of the relevant persons as well as their phone numbers, fax numbers, and e-mail addresses.

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

19. LEGAL 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.

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20. 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.

21. 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.

22. PROHIBITION OF RESTRICTIVE PRACTICES

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.

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.

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23. 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.

24. PRESENTATION

DARDLEA may require presentations/interviews from short-listed bidders as part of the bid process.

25. COMPLETION PERIOD

The successful Bidder(s) will be expected to offer the services as and when required for a period of **18 months**.

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26. MONITORING

Bidders are to note that the Department will monitor and evaluate the project through its Project Management Team and Project Steering Committee. All payment claims are to be certified by the delegated official, before payment can be affected.

27. 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.**

28. 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.

29. ASSIGNMENT/ FRONTING

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.

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30. 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.

31. 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. The department is not obliged to accept the lowest or any bid and reserves a right to appoint more than one Bidder.

32. 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.

33. 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.

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34. PAYMENTS

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

35. MEDIATION AND ARBITRATION

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

36. SPECIAL CONDITION OF CONTRACT

- The department reserves a right not to appoint or appoint one or more than one service provider.
- To negotiate with one or more preferred bidder(s) identified in the evaluation process, regarding any terms and conditions, including price without offering the same opportunity to any other bidder(s) who has not been awarded the status of the preferred bidder(s).
- To accept part of a bid rather than the whole bid.
- To carry out site inspections, product evaluations or explanatory meetings in order to verify the nature and quality of the services offered by the bidder(s), whether before or after adjudication of the Bid.
- To correct any mistakes at any stage of the bid that may have been in the Bid documents or occurred at any stage of the bid process.
- To cancel and/or terminate the bid process at any stage, including after the Closing Date and/or after presentations have been made, and/or after bids have been evaluated and/or after the preferred bidder(s) have been notified of their status as such.
- Award to multiple bidders based either on size or geographic considerations.

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37. PRICE NEGOTIATIONS

- For this time and cost basis project, the remuneration may be determined based on the percentage cost of the works.
- If the scope of services and scope of work are relatively well defined and a reasonable budget of the cost of works is available, then the client and consultant can agree on a single percentage fee based on this budgeted cost. The overall fee can be calculated also considering any relevant complexity factors.
- Once the client and consultant have come to a mutually acceptable agreement on
- the appropriate fee and the scope of services and scope of work are clearly defined, then the client and consulting engineer should agree on commercial terms that set out the timing of deliverables and related payments as well as the method of payment that seeks to balance service provider cash flow and client risk.
- Rates will be negotiated whereby a standard rate will apply to all successful bidder(s) in terms of the market related price.
- If the price offered by the bidder scoring the highest points is not market related, the department will negotiate a market related price with the bidder scoring the highest points or cancel the bid.
- If the bidder scoring the highest points does not agree to a market related price the department shall negotiate a market related price with second bidder, if the bidder scoring the second highest points does not agree to a market related price the department shall negotiate a market related price with the bidder scoring the third highest points.
- If the market related price is not agreed to as envisaged by the first, second and third bidder the department shall cancel the bid.

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38. FURTHER INFORMATION

Should the service provider require any further information in this regard the following person can be contacted:

Technical:

Ms DA Sibiya	084 587 9053	dudu.sibiya2014@gmail.com
Gavin Cowden	071 541 7783	gcowden@mpg.gov.za
Dr MS. Kgaphola	082 412 3637	mmantoak@gmail.com

Administrative:

Ms Z Masia	(013) 766 6323	zmasia@mpg.gov.za
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Bill of Quantity					
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1	Schedule 1. Professional fees -Time based.	Unit	Quantity	Rate	Amount
1,1	Project Manager PMP Certificated	hour	1		
1,2	Environment Engineer or Natural Scientist	hour	1		
1,3	Climate Change Specialist	hour	1		
1,4	Atmospheric Scientist	hour	1		
1,5	Disaster Management Specialist	hour	1		
1,6	Climate Service and Applications experts	hour	1		
1,7	Business Developer	hour	1		
1,8	Strategic Planner	hour	1		
1,9	Animal Health specialist	hour	1		
1,20	Rural Development /development studies expert	hour	1		
1,11	Land reform expert	hour	1		
1,12	Agricultural Scientist	hour	1		
1,13	Crop Scientist	hour	1		
1,14	Hydrologist	hour	1		
1,15	Agricultural Engineer	hour	1		
1,16	Farm Planning Specialist	hour	1		
1,17	Agricultural Economist	hour	1		
1,18	Community Liaison Officer	hour	1		
1,2	GIS Professional	hour	1		
1,21	Soil Scientist	hour	1		
1,22	Other team members	-	-		
1,23		hour	1		
1,24		hour	1		
1,25		hour	1		
2	Schedule 2. Disbursements for documents.				
2,1	Typing	-	-		
2,1,1	A4 Page 1,5 spacing	each	1		
2,2	Photocopying in black and white	-	-		
2,2,1	A4 page	each	1 of		
2,2,2	A4 page	each	100+ collated		
2,2,3	A3 page	each	1 of		
2,2,4	A3 page	each	100+ collated		
2,3	Photocopying in colour	-	-		
2,3,1	A4 page	each	1 of		
2,3,2	A4 page	each	100+ collated		
2,3,3	A3 page	each	1 of		
2,3,4	A3 page	each	100+ collated		
2,4	Plan and poster printing	-	-		
2,4,1	A0 Plain paper 80mg	each	1		
2,4,2	A1 Plain paper 80mg	each	1		
2,4,3	A2 Plain paper 80mg	each	1		

2,5	Covers and binding				
2,5,1	Perfect binding soft cover inclusive of collating covers and assuming a 100 page document of A4 pages	each	1		
2,5,2	Perfect binding soft cover inclusive of collating covers and assuming a 100 page document of A3 pages	each	1		
2,5,3	Spiral binding inclusive of collating covers and spirals and assuming a 100 page document of A4 pages	each	1		
2,5,4	Spiral binding inclusive of collating covers and spirals and assuming a 100 page document of A3 pages	each	1		
2,5,5	Saddle stitch binding of collating covers assuming a 50 page document of A4 pages	each	1		
2,6	32 GB USB Flash drive memory stick with digital copies of consolidated information	each	1		
2,7	Web ready HTML format of consolidated information	each	1		
3	Schedule 3: Disbursement tariffs for the use of motor vehicles according to engine capacity category. Total cost per Km to include all running costs of service, repairs, tyres, fuel and factor.				
3,1	Petrol All double cabs (4X2 and 4X4), 4X4 single /Extended cabs	-	-		
3,1,1	1,4 Litre capacity	R/Km	1		
3,1,2	1,6 Litre capacity	R/Km	1		
3,1,3	2,0 litre capacity	R/Km	1		
3,2	Diesel All double cabs (4X2 and 4X4), 4X4 single /Extended cabs	-	-		
3,2,1	1,4 Litre capacity	R/Km	1		
3,2,2	1,6 Litre capacity	R/Km	1		
3,2,3	2,0 litre capacity	R/Km	1		
3,3	Petrol all multi purpose, sports utility, cross over vehicles	-	-		
3,3,1	1,4 Litre capacity	R/Km	1		
3,3,2	1,6 Litre capacity	R/Km	1		
3,3,3	2,0 litre capacity	R/Km	1		
3,4	Diesel all multi purpose, sports utility, cross over	-	-		
3,4,1	1,4 Litre capacity	R/Km	1		
3,4,2	1,6 Litre capacity	R/Km	1		
3,4,3	2,0 litre capacity	R/Km	1		
4	Schedule 4. Reports				
4,1	Stakeholder Engagement Plan and inception report	each	1		
4,2	Development of skills transfer plan/programme	each	1		
4,3	Situation Analysis Report	each	1		
4,4	Climate change Risk and vulnerability Report	each	1		
4,5	Draft MP CCRS and Implementation Plan	each	1		
4,6	Final MP CCRS and Implementation Plan	each	1		
4,7	Summary Report for Decision makers	each	1		
4,8	All the raw data, graphs drawn, high resolution images, maps (300 dpi or higher) used in the report, must be submitted in the relevant electronic format.	each	1		
5	Schedule 5. Skills transfer				
5,1	Skills transfer to program and officials	hr	1		
	TOTAL PRICE FOR ALL ITEMS				
	VAT @ 15%				
	TOTAL PRICE VAT INCLUSIVE				
NAME OF BIDDER					
SIGNATURE _____ DATE _____					

**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 applicantName/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:**

1. It is a serious offence to make a false declaration.
2. Section 75 of the Income Tax Act, 1962, states: Any person who
 - (a) fails or neglects to furnish, file or submit any return or document as and when required by or under this Act; or
 - (b) without just cause shown by him, refuses or neglects to-
 - (i) furnish, produce or make available any information, documents or things;
 - (ii) 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 ...
3. **SARS will, under no circumstances, issue a Tax Clearance Certificate unless this form is completed in full.**
4. 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 institution	State

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

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

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

2.2.1 If so, furnish particulars:

.....
 ...

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

2.3.1 If so, furnish particulars:

.....

3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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.

- 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 2017

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:

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

1.2

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

1.3 Points for this bid shall be awarded for:

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

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

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

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

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

2. DEFINITIONS

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

3. POINTS AWARDED FOR PRICE

3.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

80/20

or

90/10

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

Where

P_s = Points scored for price of bid under consideration

P_t = Price of bid under consideration

$P_{\min}$ = Price of lowest acceptable bid

4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

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

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

5. BID DECLARATION

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

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

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

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

7. SUB-CONTRACTING

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

(**Tick applicable box**)

YES	☐	NO	☐
-----	--------------------------	----	--------------------------

- 7.1.1 If yes, indicate:

- What percentage of the contract will be subcontracted.....%
- The name of the sub-contractor.....
- The B-BBEE status level of the sub-contractor.....
- Whether the sub-contractor is an EME or QSE

(**Tick applicable box**)

YES	☐	NO	☐
-----	--------------------------	----	--------------------------

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

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

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

8. DECLARATION WITH REGARD TO COMPANY/FIRM

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

8.2 VAT _____ registration
number:.....

8.3 Company _____ registration
number:.....

8.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

8.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

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

8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the
company/firm, certify that the points claimed, based on the B-BBE status level of
contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies
the company/ firm for the preference(s) shown and I / we acknowledge that:

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

- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution.

WITNESSES

1.

2.

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

DATE:

ADDRESS

.....

.....

DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

This Standard Bidding Document (SBD) must form part of all bids invited. It contains general information and serves as a declaration form for local content (local production and local content are used interchangeably).

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2017, the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

1. General Conditions

- 1.1. Preferential Procurement Regulations, 2017 (Regulation 8) make provision for the promotion of local production and content.
- 1.2. Regulation 8.(2) prescribes that in the case of designated sectors, organs of state must advertise such tenders with the specific bidding condition that only locally produced or manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for tenders referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

$$LC = [1 - x / y] * 100$$

Where

x is the imported content in Rand

y is the bid price in Rand excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) at 12:00 on the date of advertisement of the bid as indicated in paragraph 4.1 below.

The SABS approved technical specification number SATS 1286:2011 is accessible on [http://www.thedti.gov.za/industrial development/ip.jsp](http://www.thedti.gov.za/industrial%20development/ip.jsp) at no cost.

1.6. A bid may be disqualified if this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation;

2. The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:

<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>
_____	_____ %
_____	_____ %
_____	_____ %

3. Does any portion of the goods or services offered have any imported content?

(Tick applicable box)

YES		NO	
-----	--	----	--

3..1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by SARB for the specific currency at 12:00 on the date of advertisement of the bid.

The relevant rates of exchange information is accessible on www.reservebank.co.za

Indicate the rate(s) of exchange against the appropriate currency in the table below (refer to Annex A of SATS 1286:2011):

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

NB: Bidders must submit proof of the SARB rate (s) of exchange used.

4. Where, after the award of a bid, challenges are experienced in meeting the stipulated minimum threshold for local content the dti must be informed accordingly in order for the dti to verify and in consultation with the AO/AA provide directives in this regard.

LOCAL CONTENT DECLARATION
(REFER TO ANNEX B OF SATS 1286:2011)

LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL)

IN RESPECT OF BID NO.

ISSUED BY: (Procurement Authority / Name of Institution):

.....

NB

- 1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.
- 2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on http://www.thdti.gov.za/industrial_development/ip.jsp. Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

I, the undersigned, (full names),
do hereby declare, in my capacity as
of(name of bidder
entity), the following:

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that:
 - (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
- (c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

Bid price, excluding VAT (y)	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	
Local content %, as calculated in terms of SATS 1286:2011	

If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above. The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E.

- (d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.
- (e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 14 of the Preferential Procurement Regulations, 2017 promulgated under the Preferential Policy Framework Act (PPFA), 2000 (Act No. 5

of 2000).

SIGNATURE: _____

DATE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____

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

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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.

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| 16. Payment | <p>16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.</p> <p>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.</p> <p>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.</p> <p>16.4 Payment will be made in Rand unless otherwise stipulated in SCC.</p> |
| 17. Prices | <p>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.</p> |
| 18. Contract amendments | <p>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.</p> |
| 19. Assignment | <p>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.</p> |
| 20. Subcontracts | <p>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.</p> |
| 21. Delays in the supplier's performance | <p>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.</p> <p>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.</p> <p>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.</p> <p>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</p> |

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.