

5/2/1 (613) 2024/2025

APPOINTMENT OF SERVICE PROVIDER TO CONDUCT A FEASIBILITY STUDY AND DEVELOP A BUSINESS PLAN FOR THE SETUP AND OPERATION OF A PLANT FOR A WASTE PLASTIC TO FUEL RECYCLING PROJECT AT SIBANGE VILLAGE IN INKOMAZI LOCAL MUNICIPALITY, EHLANZENI DISTRICT MUNICIPALITY, MPUMALANGA PROVINCE.

CLOSING DATE: 02 DECEMBER 2024 @ 11:00

TECHNICAL ENQUIRIES : Ms. Busisiwe Sithole/ Mr. Themba Maduna
TEL : (012) 312 9319/ 012 312 9313
EMAIL: Busisiwe.Sithole@dalrrd.gov.za/ Themba.Maduna@dalrrd.gov.za

BID RELATED ENQUIRIES : Ms. Kedumetse Modise/ Ms. Sando Nkwana
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LA 1.1



agriculture, land reform & rural development

Department:
Agriculture, Land Reform and Rural Development
REPUBLIC OF SOUTH AFRICA

Chief Directorate: Supply Chain and Facilities Management Services: **Sub-Directorate:** Demand and Acquisition Management Services: **Enquiries:** Ms Kedumetse Modise: Tel: (012) 312 8385

YOU ARE HEREBY INVITED TO QUOTE TO THE DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT

RFQ NO: 5/2/1 (613) 2024/2025

CLOSING TIME: 11H00

CLOSING DATE: 02 December 2024

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

NB: KINDLY FURNISH US WITH THE FOLLOWING DOCUMENTS WHEN SUBMITTING YOUR PROPOSAL/S.

1. Quotations or Proposals
2. Completed SBD forms.
3. TCC
4. CK1 (Company registration documents)
5. Latest full CSD Report
6. Copy of ID

THE ABOVE DOCUMENTS MUST BE COMPLETED IN DETAILS AND RETURNED WITH YOUR QUOTATIONS OR PROPOSALS. QUOTATIONS/PROPOSALS MUST BE SUBMITTED TO QUOTATIONS BOX, **(FAILURE TO COMPLY WILL DISQUALIFY YOUR QUOTATIONS/ PROPOSALS)**

Yours faithfully

SIGNED
QUOTATION MANAGEMENT
DATE: 18/11/2024

MAP TO QUOTATION BOX (B BOX)

RFQ NO: 5/2/1 (613) 2024/2025 CLOSING DATE: 02 DECEMBER 2024 @ 11:00

YOU ARE HEREBY INVITED TO BID TO THE GOVERNMENT OF THE REPUBLIC OF SOUTH AFRICA (DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT).

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

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

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

**DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT
Acquisition Management
(QUOTATION)
600 LILLIAN NGOYI, BEREA PARK
PRETORIA,
CENTRAL**

THE QUOTATION BOX OF THE OFFICE OF THE DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT IS OPEN 24 HOURS A DAY, 7 DAYS A WEEK. THE BID BOX WILL BE CLOSED AT 11H00 WHICH IS THE CLOSING TIME OF RFQ.

BIDDERS SHOULD ENSURE THAT QUOTATIONS/PROPOSALS ARE DELIVERED TIMEOUSLY TO THE CORRECT ADDRESS

GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

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

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

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

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General Conditions of Contract

1. Definitions

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

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

- 1.25 “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.
- 2. Application**
- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.
- 3. General**
- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za
- 4. Standards**
- 4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.
- 5. Use of contract documents and information; inspection.**
- 5.1 The supplier shall not, without the purchaser’s prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser’s prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier’s performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier’s records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.
- 6. Patent rights**
- 6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.
- 7. Performance**
- 7.1 Within thirty (30) days of receipt of the notification of contract award,

security

the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

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

8. Inspections, tests and analyses

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

cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

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

9. Packing

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

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

10. Delivery and documents

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

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties,

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

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

14. Spare parts

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

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

15. Warranty

15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.

15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.

15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser

may have against the supplier under the contract.

16. Payment

16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.

16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.

16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.

16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

17. Prices

17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.

18. Contract amendments

18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.

19. Assignment

19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.

20. Subcontracts

20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

21. Delays in the supplier's performance

21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.

21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.

21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily

available.

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the

envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.

23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:

- (i) the name and address of the supplier and / or person restricted by the purchaser;
- (ii) the date of commencement of the restriction
- (iii) the period of restriction; and
- (iv) the reasons for the restriction.

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

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

24. Anti-dumping and countervailing duties and rights

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

- 25. Force Majeure**
- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.
- 26. Termination for insolvency**
- 26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.
- 27. Settlement of Disputes**
- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
- (b) the purchaser shall pay the supplier any monies due the supplier.
- 28. Limitation of liability**
- 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

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

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

**PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (RURAL DEVELOPMENT AND LAND REFORM)					
BID NUMBER:	5/2/1 (613) 2024/2025	CLOSING DATE:	02 DECEMBER 2024	CLOSING TIME:	11:00
DESCRIPTION	APPOINTMENT OF SERVICE PROVIDER TO CONDUCT A FEASIBILITY STUDY AND DEVELOP A BUSINESS PLAN FOR THE SETUP AND OPERATION OF A PLANT FOR A WASTE PLASTIC TO FUEL RECYCLING PROJECT AT SIBANGE VILLAGE IN INKOMAZI LOCAL MUNICIPALITY, EHLANZENI DISTRICT MUNICIPALITY, MPUMALANGA PROVINCE.				
QUOTATION RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BELOW EMAIL ADDRESS					
DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT					
Acquisition Management					
(QUOTATION BOX)					
600 LILLIAN NGOYI, BEREA PARK					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Ms. Kedumetse Modise/ Ms. Sando Nkwana		CONTACT PERSON	Ms. Busisiwe Sithole/ Mr. Themba Maduna	
TELEPHONE NUMBER	(012) 312 8385/ 8403/8396		TELEPHONE NUMBER	(012) 312 9319/ 8403	
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	Kedumetse.modise@dalrrd.gov.za SandoN@dalrrd.gov.za		E-MAIL ADDRESS	Busisiwe.Sithole@dalrrd.gov.za Themba.Maduna@dalrrd.gov.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No	
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]	
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					

**PART B
TERMS AND CONDITIONS FOR BIDDING**

1. BID SUBMISSION:
<p>1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>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.</p> <p>1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.</p> <p>1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).</p>

2. TAX COMPLIANCE REQUIREMENTS
<p>2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>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.</p> <p>2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.</p> <p>2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.</p> <p>2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.</p> <p>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.</p> <p>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.”</p>

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS SERVICE PROVIDER IS SIGNED:

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

DATE:

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise, employed by the state? **YES/NO**

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

Full Name	Identity Number	Name of State institution

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

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

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

2.2.1 If so, furnish particulars:

.....
.....

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

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

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

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

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

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

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

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

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

.....
Signature Date

.....
Position Name of bidder

**PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL
PROCUREMENT REGULATIONS 2022**

PRICE QUOTATION PROCESS (UP TO R 1 MILLION)

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

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

1. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of tender invitation, and includes all applicable taxes;
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions;
- (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000); and
- (f) "Historically Disadvantaged individuals" means a person historically disadvantaged by unfair discrimination on the basis of race: Provided that a person historically disadvantaged on the basis of race refers to Africans, Coloureds, Indians and people of Chinese descent who are South African citizens by birth or descent; or who became citizens of the Republic of South Africa by Naturalisation -
- Before 27 April 1994; or
 - On or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date.

2. GENERAL CONDITIONS

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

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

2.2 To be completed by the organ of state

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

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

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

2.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	100

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

2.6 Tenderers that fail to claim points for specific goals or that fail to fully complete the table in paragraph 2.12 below, will not be awarded points for specific goals.

2.7 Tenderers that make a calculation error when claiming points as per the table in paragraph 2.12 below, will not be awarded points for specific goals. Please take note of the examples on how to calculate points for specific goals as per paragraph 2.12 below.

2.8 Tenderers that fail to submit the correct SBD 6.1 form as issued by the Department of Agriculture, Land Reform and Rural Development, will not be awarded points for specific goals.

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

2.10 Tenderers who wish to claim points in terms of the table in paragraph 2.12 below need to provide proof for each point claimed as guided below:

2.10.1 Historically Disadvantaged individuals (HDI):

- **Attach a copy of Identity Document (ID) and company registration document.**

2.10.2 Who is female:

- **Attach a copy of Identity Document (ID) and company registration document.**

2.10.3 Who has a disability:

- **Attach a certified copy or original doctor’s letter confirming the disability.**

2.10.4 Who is youth (a person that is not older than 35 years on the closing date of a bid):

- **Attach a copy of Identity Document (ID) and company registration document.**

2.11 The Department will use the Central Supplier Database and documents submitted by the tenderer to verify the points claimed for specific goals.

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system)	Percentage ownership equity (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
I. HDI	10		
II. Who is female	5		
III. Who has a disability	2		
IV. Specific goal: Who is youth	3		

The number of points claimed for specific goals, are calculated as follow:

(I) A maximum of 10 points may be allocated to tenderers who had no franchise in national elections before the 1983 and 1993 Constitution, on the following basis:

- **Percentage ownership equity** x 10 ÷ 100 = number of points claimed.

(II) A maximum of 5 points may be allocated for to tenderers who is female, on the following basis:

- **Percentage ownership equity** x 5 ÷ 100 = number of points claimed.

(III) A maximum of 2 points may be allocated to tenderers who has a disability, on the following basis:

- **Percentage ownership equity** x 2 ÷ 100 = number of points claimed.

(IV) A maximum of 3 points may be allocated to tenderers who are youth, on the following basis:

- **Percentage ownership equity** x 3 ÷ 100 = number of points claimed.

2.13 It is important to note that failure by a tenderer to complete the table in paragraph 2.12 in full, will result in points for specific goals not to be allocated.

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

80/20

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in the table in paragraph 2.12 above as may be supported by proof/documentation stated in the conditions of this tender.

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

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

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

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

4.3 A consortium or joint venture may, based on the percentage of the contract value managed or executed by their members, be entitled to claim points in respect of specific contract participation goals.

4.4 A tenderer will not be awarded points for HDI if it is indicated in the tender documents that such a tenderer intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for the same number or more points for equity ownership.

4.5 A tenderer awarded a contract as a result of preference for contracting with, or providing equity ownership to a HDI, may not subcontract more than 25% of the value of the contract to a tenderer who is not a HDI or does not qualify for the same number or more preference for equity ownership.

5. SUB-CONTRACTING

5.1 Will any portion of the contract be sub-contracted?
(*Tick applicable box*)

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

5.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted:%
- ii) The name of the sub-contractor:
- iii) Points claimed for HDI by the sub-contractor:

6. DECLARATION WITH REGARD TO COMPANY/FIRM

6.1. Name of company/firm:

6.2. Company registration number:

6.3. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;

- (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution, if deemed necessary.

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



Chief Directorate: Technology Research and Development
Private Bag X 833, PRETORIA, 0001. 600 Lilian Ngoyi Street, Pretoria, 0001
Tel (012) 312 9341, email Daphney.Mayindi-Bosch@dalrrd.gov.za

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO CONDUCT A FEASIBILITY STUDY AND DEVELOP A BUSINESS PLAN FOR THE SETUP AND OPERATION OF A PLANT FOR A WASTE PLASTIC TO FUEL RECYCLING PROJECT AT SIBANGE VILLAGE IN NKOMAZI LOCAL MUNICIPALITY, EHLANZENI DISTRICT MUNICIPALITY, MPUMALANGA PROVINCE.

1. PURPOSE

The Department of Agriculture, Land Reform and Rural Development (DALRRD) seeks to appoint the services of a suitable service provider to conduct a feasibility study and develop a business plan for the setup and operation of a Waste Plastic to fuel-recycling project at Sibange Village in Nkomazi Local Municipality for a period four (04) months.

Table 1. Project details

PROJECT NAME	Waste plastic to fuel-recycling project
PROJECT DETAILS	The appointed service provider will conduct a feasibility study and develop a business plan for the pyrolysis plant intended to be established at Sibange village. This is a waste recycling project, where plastic and waste tyres are recycled through a pyrolysis process to produce saturated Oil, Petrol, Diesel and Jet fuel. Additional bi-products are black carbon ash and lubricating grease.
SITUATED	Sibange village in Nkomazi Local Municipality,
DISTRICT	Ehlanzeni District Municipality
PROVINCE	Mpumalanga

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO CONDUCT A FEASIBILITY STUDY AND DEVELOP A BUSINESS PLAN FOR THE SETUP AND OPERATION OF A PLANT FOR A WASTE PLASTIC TO FUEL RECYCLING PROJECT AT SIBANGE VILLAGE IN NKOMAZI LOCAL MUNICIPALITY, EHLANZENI DISTRICT MUNICIPALITY, MPUMALANGA PROVINCE.

2. BACKGROUND

- 2.1 Sibange village is a small village situated in Nkomazi Local Municipality under the jurisdiction of Ehlanzeni District Municipality in Mpumalanga. The village is situated about 5kms from the Swaziland border and 10kms from the Mozambique border.
- 2.2 The purpose of this project is to conduct a feasibility study and develop a business plan for setting up and operating a waste plastic recycling plant. Successful implementation of the waste plastic recycling project will not only reduce the amount of waste plastic, but it may make the fuel price affordable to the locals. It also can potentially contribute to poverty alleviation in Sibange village by creating jobs for the local youth.

3. OBJECTIVES OF THE PROJECT

- 3.1 The objective is to call for proposals from qualified service providers to conduct a feasibility study and develop a business plan within a period of four (04) months;
- 3.2 Improve the livelihoods of the Nkomazi Local Municipality community through job creation;
- 3.3 To alleviate poverty by creating jobs for the unemployed and promote the standard of living in rural areas by bringing services near the people;
- 3.4 Establish good relations with private business partners and local communities;
- 3.5 To strengthen the local economy and other business opportunities; and
- 3.6 To create a balance between development and nature by recommending technologies that would not have an adverse effect on the community, environment and surrounding wild life.

4. SCOPE OF WORK

The main idea is to conduct a feasibility study and develop a business plan for the **Waste Plastic to Fuel-Recycling Project at Sibange Village in Nkomazi Local Municipality.**

The feasibility study should address, amongst other things, but not limited to the following:

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO CONDUCT A FEASIBILITY STUDY AND DEVELOP A BUSINESS PLAN FOR THE SETUP AND OPERATION OF A PLANT FOR A WASTE PLASTIC TO FUEL RECYCLING PROJECT AT SIBANGE VILLAGE IN NKOMAZI LOCAL MUNICIPALITY, EHLANZENI DISTRICT MUNICIPALITY, MPUMALANGA PROVINCE.

4.1 Site assessment

4.1.1 Site Assessment Principles:

- Proximity to waste plastic sources
- Proximity to surrounding communities that can benefit from job creation and Small, Medium and Macro Enterprise (SMME) initiatives.
- Proximity to other waste renewable sites. This can allow economies of scale for the project.
- Determine the zoning requirements that must allow the setup of the waste recycling plant.

The site should be set up and designed to eliminate or reduce any harm to the surrounding communities and ecosystems. The site should be self-sustaining by maximizing renewable energy sources e.g. solar energy while reducing grid-based electricity usage.

4.2 Waste plastic supply to the plant

The service provider will have to assess the feasibility of a consistent supply of waste plastic to the plant to ensure the sustainability of the plant.

4.3 Plant Operational Requirements

4.3.1 Analysis of the available waste recycling technologies/plants

The appointed service provider will be expected to conduct a detailed analysis of the success factors and failures of plastic waste recycling plants in South Africa and globally and make recommendations.

The analysis will include the following:

- Available technologies, their effectiveness and the implementation costs.
- Recommend the best technology to use and the source where it can be acquired.
- All the possible products and bi-products from the plant.

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- Provide the minimum standards that must be met by each product and the required tests to be conducted.
- The minimum skills required for effective operation of the plant.
- Types of gases to be released to the environment by the recommended technology and their impact.

4.3.2 Power usage of the plant

The power will be sourced from external power sources (namely, national electricity grid, solar or wind energy). The study must determine possible power consumption based on the recommended technology, which power source will be compatible with the plant, and the related costs based on the required infrastructure for that power source.

4.3.3 Water usage of the plant

The study will determine daily water consumption and recommend water sources to be used. The study will also indicate the Legislative requirements regarding required water and related license costs if any.

4.4 Market analysis

The analysis should include the potential markets for each bi-product from the plant. This must all be set out in a marketing plan that should be an annexure to the business plan. The marketing plan should be based on a detailed analysis of the potential market. Potential clients should commit to this venture in writing.

4.5 Skills and education level audit

The skills audit will be conducted to determine the level of relevant skills available within the community. The service provider will also recommend the training

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required. Over and above that, the service provider will indicate how the unskilled community members will also benefit from the project.

4.6 Business Plan

The service provider will be expected to compile a comprehensive business plan that will be used to implement the project.

The business plan must have a 5-year horizon and must show minimum inputs and available supplies for the plant. The business plan must address the following:

4.6.1 The capital cost of constructing the waste plastic to fuel plant

These costs must include:

- The construction costs of the plant.
- The purchase of any vehicles and equipment that will be required.
- Implementation costs which will include all professional fees e.g. architects, engineers etc., which will be required to design and construct the plant.
- Any other related costs.

4.6.2 The operating costs over a five (5) year period

These costs must include:

- Training of staff;
- All staff salaries and allowances;
- All costs associated with the legal entity that will manage and operate the business e.g. a co-operative;
- Marketing costs;
- All input costs;
- Fuel costs;
- Electricity costs;
- Water costs;
- Security costs;
- Plant and vehicle maintenance costs;

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO CONDUCT A FEASIBILITY STUDY AND DEVELOP A BUSINESS PLAN FOR THE SETUP AND OPERATION OF A PLANT FOR A WASTE PLASTIC TO FUEL RECYCLING PROJECT AT SIBANGE VILLAGE IN NKOMAZI LOCAL MUNICIPALITY, EHLANZENI DISTRICT MUNICIPALITY, MPUMALANGA PROVINCE.

- Project management inputs;
- Licensing/Buying costs for required technologies;
- Fuel Trading License;
- Insurance costs;
- Proper Protective Equipment.

4.6.3 A manpower plan to operate and manage the programme

The role of third parties at management and/ operating levels must be clearly shown.

4.6.4 All financial reports over a five-year period

The first two years must show monthly financial projections. The financial reports must include the following:

- Balance sheet;
- Income statement;
- Cash-flow;
- Capital borrowings;
- Profitability ratios.

4.6.5 An implementation plan

A detailed Gantt chart must be prepared covering the implementation period. The cash flow projections associated with the implementation budget must be clearly shown.

4.7 Business Ownership

The study should recommend ownership and management structure that will be suitable for this project.

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5. DELIVERABLES: FEASIBILITY STUDY

5.1 Inception Report:

After appointment, the successful consultant(s) will be required to submit an amended work plan, which will be agreed upon with DALRRD. The plan is to include an outline of the various draft and final reports to be produced and the delivery dates.

5.2 Draft Feasibility Report:

This report would address all the expected components of the feasibility study as outlined on the scope of work, though not only limited to that.

5.3 Final Feasibility Report:

The final report would address all the expected components of the feasibility study as outlined in the scope of work, though not only limited to that and inclusive of inputs from stakeholders and all issues of interest and concerns from the targeted groups and affected stakeholders.

5.4 Draft Business Plan:

The business plan will allude mainly to the establishment aspects and related investment costs. Furthermore, the business plan should clarify operational matters and the cash flow projection of the plant.

5.5 Final Business Plan:

The final business plan will allude mainly on the establishment aspects and related investment costs and provide clarity on operational matters and cash flow projection of the plant. The final report should also incorporate inputs from stakeholders and all issues of interest and concerns from the targeted groups and affected stakeholders.

5.6 The successful service provider will be required to provide a hard and electronic copies of all draft and final reports.

5.7 The electronic copy must be produced in MS Word and PDF format.

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5.8 All documents must be in English.

6 PROJECT TEAM

A multi-disciplinary team with expertise in waste management and recycling management of similar projects and should undertake all the various stages required to conclude the project successfully:

- Conduct a series of feedback sessions with members of the DALRRD.
- Develop the work plan and timelines.
- Provide detailed information on the expertise of Key Personnel and Track Records.

7 PROJECT MANAGEMENT

7.1 The service provider will provide monthly progress updates of all deliverables to the department.

7.2 The Chief Directorate: Technology Research and Development will be responsible for project management in the department, assumes total accountability, and therefore authorises all expenditure for the Project.

7.3 The responsible Project Coordinator of the project will manage facilitation and monitoring of information for service providers;

7.4 Give support to the service provider wherever possible;

7.5 Make available on request, reports and information pertaining to the proposed Project; and

7.6 Inform the involved staff and communities of the forthcoming visits and the study by the service provider.

8 PROJECT SCHEDULING

Scheduling for Project management purposes will include:

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- 8.1** A Project Schedule (MS PROJECT);
- 8.2** The time frame for each deliverable and activity;
- 8.3** A Task and Cost Schedule (Cost breakdown of tasks)
- 8.4** An indication of all specialist service providers, their contact details and who will be responsible for each individual activity.

Table 2. Project Milestones and Implementation Approach

PROJECT OVERVIEW	
Name of Project:	Feasibility study for Waste Plastic to Fuel-Recycling Project at Sibange Village in Nkomazi Local Municipality
Deliverables	Phase 1: Inception Report (2 Weeks) Phase 2: Preparation and submission of a draft feasibility study report (1 Month) Phase 3: Preparation and submission of Final Feasibility Study Report (1 Month) Phase 4: Preparation and submission of a draft business plan (1 Month) Phase 5: Preparation and submission of a Final Business Plan and Close-Out Report (2 Weeks)
Timeframes	04 Months

9 UNDUE DELAY REMEDIES

- 9.1** Should it be found that the delay of the project in terms of the agreed time period is unreasonable, then for every 5 (five) days or other stipulated time frame there shall be a penalty in terms of percentages which will be deducted from the payment as indicated below:

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Table 3. Undue Delay Remedies

Milestone	5 days overdue	10 days overdue	15 days overdue	30 days overdue	More than 30 days overdue
PHASE 1	5%	20%	40%	60%	75%
PHASE 2	5%	20%	40%	60%	75%
PHASE 3	5%	20%	40%	60%	75%
PHASE 4	5%	20%	40%	60%	75%
PHASE 5	5%	20%	40%	60%	75%

9.2 The service provider shall forfeit 75% payment per milestone in the case of the project being delayed for longer than 30 days after the milestone due date. The service provider may apply to the Department for an extension prior the delivery date for any milestone not achieved, provided that the service provider gives valid reason(s) to the sole satisfaction of the Department.

10 IMPORTANT AND RELATED DOCUMENTS

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

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

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11 PROPOSAL REQUIREMENTS

Bidders are required to submit:

A clear and concise project proposal covering the aspects listed below is required;

- i. An executive summary with the company's profile.
- ii. A project plan.
- iii. The proposed methodology should indicate a detailed understanding of the assignment and how it will be implemented. The methodology should also indicate the project milestones that will be used to measure the project progress.
- iv. The approach should be cost saving yet achieve the highest value for money
- v. The names, CV's and experience of Team members to be deployed or who will be directly contributing to the project, and their roles thereof.
- vi. The project team members that have been submitted will not be allowed to be changed or replaced without prior approval by the Department. The new project team members should have the same or higher qualifications and experience than the replaced team members.
- vii. Team Leaders' relevant previous experience in pyrolysis, waste management, recycling and management of similar projects.
- viii. Firms track record and ability to address the need as indicated in the Scope of work.

12 MANDATORY REQUIREMENTS

The pricing schedule must be fully completed and signed (SBD 3.3).

13 EVALUATION OF THE BID

This bid shall be evaluated on the basis of functionality and in accordance with 80/20 preference points system as stipulated below.

13.1 First Stage - Evaluation of Functionality

This bid shall be evaluated on functionality as stipulated below. The functionality will be evaluated by the individual Members of Bid Evaluation Committee in accordance with the below functionality criteria and values. The applicable values that will be

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utilised when scoring each criterion ranges from **1 being poor, 2 being average, 3 being good, 4 being very good and 5 being excellent.**

CRITERIA	GUIDELINES FOR CRITERIA APPLICATION	WEIGHTS
1. RESOURCES	<ul style="list-style-type: none"> ○ The Service Provider must assemble a team of two (2) professionals which is constituted by an individual who is a specialist in pyrolysis technology with at least a Degree (NQF Level 7) in engineering (mechanical, chemical or electrical) field or natural science and knowledge as well as the understanding of waste plastic recycling processes and technologies. Another professional must have a degree in any of the following fields: economics, development studies, commerce or business administration. The team members must have relevant experience of 5 years each. Additional team members with one of the above-mentioned qualifications and with 5 years experience will be an added advantage. The Evaluation Guide is as follows: <ul style="list-style-type: none"> i. <i>Team comprising of two professionals without a relevant degree (NQF Level 7) and without a relevant experience of 5 years – Poor (1)</i> ii. <i>Team comprising of two professionals with at least one with a relevant degree (NQF Level 7) qualification and relevant experience of 5 years – Average (2)</i> iii. <i>Team comprising of two professionals with a relevant Degrees (NQF Level 7) and experience of 5 years each – Good (3)</i> 	20

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	<p>iv. <i>Team comprising of three professionals with with relevant degrees (NQF Level 7) and relevant experience of 5 years each – Very Good (4)</i></p> <p>v. <i>Team comprising four professionals with 4 professionals with relevant Degrees (NQF Level 7) and relevant experience of 5 years each – Excellent (5)</i></p> <p><i>NB: Attach detailed CV with qualifications of team members and additional members. All qualifications should be certified by the Commissioner of Oath. The stamp date should not be older than 6 months from the date of closing of this tender. Copies of certified copies will not be considered.</i></p>	
	<p>o Project leader should be in possession of at least a relevant Honour’s degree (<i>NQF Level 8</i>) in any of the following: economics, engineering (chemical, mechanical or electrical), business administration, waste management and must demonstrate a minimum of 5 years in-depth knowledge of conducting feasibility studies and packaging bankable business plans.</p> <p><i>NB: Attach detailed CV with qualifications certified by the Commissioner of Oath. The stamp date should not be older than 6 months from the date of closing of this tender. Copies of certified copies of will not be considered.</i></p>	<p>10</p>

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	<p>The Evaluation Guide is as follows:</p> <ul style="list-style-type: none"> <i>I. Without any relevant qualification and without a relevant experience – Poor (1)</i> <i>II. With a relevant Honours degree (NQF Level 8)/ Masters degree (NQF Level 9)/Doctoral degree (NQF Level 10) with less than 5 years experience – Average (2)</i> <i>III. A relevant Honours Degree (NQF Level 8) with 5 years relevant experience – Good (3)</i> <i>IV. A relevant Master’s degree(NQF Level 9) with 5 years relevant experience - Very Good (4)</i> <i>V. A relevant Doctoral Degree or above(NQF Level 10) with 5 years of relevant experience – Excellent (5)</i> 	
<p>2. CAPABILITY (Proof of experience must be clearly and distinctly indicated)</p>	<p>Company experience of conducting feasibility studies and developing business plans in waste plastic recycling projects (the company must submit 3 completion certificates or reference letters with official letterheads and contactable persons as proof for such experience. Reference letters of previous work performed by the service provider indicating the description of the projects, duration, and confirmation of work done successfully and the letters must be duly signed).</p> <p>The Evaluation Guide is as follows:</p> <ul style="list-style-type: none"> <i>I. One completion certificate/reference letter on conducting feasibility study and business plan for a Waste plastic recycling project – Poor (1)</i> 	<p>40</p>

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	<p>II. <i>Two completion certificates/reference letters on conducting feasibility study and business plan for Waste plastic recycling projects –</i> Average (2)</p> <p>III. <i>Three completion certificates/reference letters on conducting feasibility studies and business plans for Waste plastic recycling projects –</i> Good (3)</p> <p>IV. <i>Four completion certificates/reference letters on conducting feasibility studies and business plans for Waste plastic recycling projects –</i> Very Good (4)</p> <p>V. <i>Five completion certificates/reference letters on conducting feasibility studies and business plans for Waste plastic recycling projects –</i> Excellent (5)</p>	
<p>3. METHODOLOGY AND PROJECT MANAGEMENT</p>	<p>The proposed methodology's originality, adequacy and quality, responding to paragraphs 4 and 5 of the ToR with a detailed project plan and Gantt chart.</p> <p>The Evaluation Guide is as follows:</p> <p>I. <i>The service provider's methodology and work program.(a detailed project plan and Gantt chat) are not clearly defined –</i>Poor (1)</p> <p>II. <i>The service provider's methodology and work program.(a detailed project plan and Gantt chat) are fair and demonstrate little understanding on how to execute the project –</i>Average (2)</p>	<p>30</p>

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	<p>III. <i>The service provider’s methodology and work program (a detailed project plan, with clear time frames and Gantt chat) are clearly defined and demonstrate good understanding on how to execute the project – Good (3)</i></p> <p>IV. <i>The service provider’s methodology and work program (a detailed project plan, with clear time frames, stakeholders analysis and Gantt chat) are clearly defined and demonstrate very good understanding on how to execute the project –Very Good (4)</i></p> <p>V. <i>The service provider’s methodology and work program (a detailed project plan, with clear time frames, stakeholders analysis, responsibility matrix and Gantt chat) are Exceptional, demonstrate an exceptional understanding on how to execute the project, and includes some innovative ideas – Excellent (5)</i></p>	
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The Bids that fail to achieve a minimum of **60** points for functionality will be disqualified and will not be invited for the second stage of evaluations in accordance with 80/20 preference points system as stipulated above.

13.2 Second Stage - Evaluation in terms of 80/20 Preference Points System

13.2.1 POINTS AWARDED FOR PRICE

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

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

Where

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

13.3 POINTS AWARDED FOR SPECIFIC GOALS

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

Table 1: Specific goals for the tender and points claimed are indicated per the table below. (Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.

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

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

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

14 TERMS AND CONDITIONS OF THE BID

- 14.1 All information captured and or used to generate the outputs of the project remains the property of the Department of Agriculture, Land Reform and Rural Development (DALRRD), and must be handed over in its totality as part of the Final Handover. The DALRRD will retain copyright and all associated intellectual rights thereof. This document together with all agreements to be or reached during the course of the project become part of the contract.
- 14.2 Awarding of the bid will be subject to the Service Provider's express acceptance of the DALRRD Supply Chain Management's general contract conditions. The DALRRD and Service Provider will sign a Services Level Agreement upon appointment.
- 14.3 The Service Provider should commence with the project immediately after receiving purchase order and the service level agreement signed.

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- 14.4 During the execution of the project, the service provider is required to present reports on the progress of the project. It is the responsibility of the service provider to organise the progress report for meetings and have one of their representatives assigned to taking minutes and circulating them to the Project Management Team' (PMT) members.
- 14.5 Any deviation from the project plan should be put in writing and signed by the Project Manager.
- 14.6 Any suggestions during the progress meetings, once accepted by both parties, shall form part of the contract.
- 14.7 Payments will be on work-completed basis i.e. on Competent Authority (CA) approved set of milestones.
- 14.8 The Service Provider team members named in the proposal should be retained for the duration of the project. Any replacement of team members must first be discussed and approved by the Department. The Service Provider shall announce to the Department a month in advanced before the replacement of a regular official.
- 14.9 When DALRRD accepts the final product, the appointed service provider will be liable to correct errors and fill gaps that may be discovered in the data/project, at no charge to DALRRD. This condition will apply for a period of one month from the day the project was completed and submitted to DALRRD. It is called Retention Period.
- 14.10 The DALRRD reserves the right not to appoint if suitable candidates are not found, at the complete discretion of the Department.
- 14.11 The department reserves the right to terminate the contract in the event that there is clear evidence of non-performance.
- 14.12 No material or information derived from the provision of the services under the contract may be used for any other purpose except for those of the Department, except where duly authorised to do so in writing by the Department.
- 14.13 Copyright in respect of all documents and data prepared or developed for the purpose of the project by the Service Provider shall be vested in the Department.

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14.14 The successful Service Provider agrees to keep confidential all records and information of or related to the project and not disclose such records or information to any third party without the prior written consent of the Department.

14.15 Note that the department reserves the right to award the bid to more than one service provider.

15 SERVICE LEVEL AGREEMENT

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

15.1 Period of Agreement;

15.2 Project objectives and scope;

15.3 Staffing;

15.4 Method of Communication;

15.5 Reporting relationship;

15.6 Deliverables and terms of deliverables;

15.7 Uncompleted work;

15.8 Disputes; Financial penalties and Termination of contract.

16 ENQUIRIES

Query	Name	Contact Details
Technical	Ms Busisiwe Sithole	(012) 312 9319 Busisiwe.Sithole@dalrrd.gov.za
	Mr Themba Maduna	(012) 312 9313 Themba.Maduna@dalrrd.gov.za
Quotation related	Ms Sando Nkwana	(012) 312 8403 SandoN@dalrrd.gov.za

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17 PUBLICATION

- Central Supplier database/e-Tender portal
- Fourteen (14) days.
- No briefing session

18 SUPPORTED

Name & Surname	Role in the BSC meeting	Supported/not supported	Signature
Mr Themba Maduna	Member		
Ms Ntangedzeni Makhani	Member		

19 APPROVAL

Terms of Reference approved by:

Ms Busisiwe Sithole

Chairperson: BSC

Date:

APPOINTMENT OF A SERVICE PROVIDER TO CONDUCT A FEASIBILITY STUDY AND DEVELOP A BUSINESS PLAN FOR THE SETUP AND OPERATION OF A PLANT FOR A WASTE PLASTIC TO FUEL-RECYCLING PROJECT AT SIBANGE VILLAGE IN NKOMAZI LOCAL MUNICIPALITY, EHLANZENI DISTRICT MUNICIPALITY, MPUMALANGA PROVINCE.

SBD 3

PRICING SCHEDULE

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

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

ITEM NO	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)
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1. The accompanying information must be used for the formulation of proposals.
2. Bidders are required to indicate total cost for the project.
Total Quote Price (INCLUSIVE OF VAT) R.....
3. Prices must be firm for a period of 4 months.

A:

DESCRIPTION AS PER SCOPE OF WORK	% PAYABLE	TOTAL COST (EXCLUDING VAT)
Inception Report - a detailed and amended project plan & inception report	10%	R.....
Submission of Final Feasibility Study Report	60%	R.....
Submission of a Final Business Plan and Close-Out Report	30%	R.....
TOTAL COST EXCLUDING VAT		R.....
VAT 15%		R.....
TOTAL COST INCLUDING VAT		R.....

DSE | [REDACTED]

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

APPOINTMENT OF A SERVICE PROVIDER TO CONDUCT A FEASIBILITY STUDY AND DEVELOP A BUSINESS PLAN FOR THE SETUP AND OPERATION OF A PLANT FOR A WASTE PLASTIC TO FUEL-RECYCLING PROJECT AT SIBANGE VILLAGE IN NKOMAZI LOCAL MUNICIPALITY, EHLANZENI DISTRICT MUNICIPALITY, MPUMALANGA PROVINCE.

Name of Bidder:

Any enquiries regarding bidding procedures may be directed to the –

Query	Name	Contact Details
Technical	Ms Busisiwe Sithole	(012) 312 9319 Busisiwe.Sithole@dalrrd.gov.za
	Mr Themba Maduna	(012) 312 9313 Themba.Maduna@dalrrd.gov.za
Quotation related	Ms Sando Nkwana	(012) 312 8403 sandon@dalrrd.gov.za

APPROVAL

Pricing Schedule approved by



MS. BUSISIWE SITHOLE

CHAIRPERSON: BSC

DATE: 04/10/2024