



THE NATIONAL ECONOMIC DEVELOPMENT & LABOUR COUNCIL
 14A Jellicoe Avenue, NEDLAC House, Rosebank
 PO Box 1775, Saxonwold, 2132

REQUEST FOR PROPOSAL

AGRICULTURE EXPERT TO PROVIDE TECHNICAL ASSISTANCE SERVICES TO THE PROJECT COORDINATING UNIT OF THE PRESIDENTIAL JOBS SUMMIT PROJECTS	
BID NUMBER:	NEDLAC 2020/05
NON-COMPULSORY BRIEFING/CLARIFICATION SESSION:	DATE: 10 July 2020 TIME: 10:00 AM Please confirm by sending an email to joyce@nedlac.org.za to get a link to online non-compulsory briefing/clarification session.
CLOSING DATE AND TIME:	DATE: 27 July 2020 TIME: 11:00 AM
BID VALIDITY PERIOD	90 DAYS (COMMENCING FROM THE RFP CLOSING DATE)
DESCRIPTION OF SERVICE/GOODS	AGRICULTURE EXPERT TO PROVIDE TECHNICAL ASSISTANCE SERVICES TO THE PROJECT COORDINATING UNIT OF THE PRESIDENTIAL JOBS SUMMIT PROJECTS
SUBMISSION OF BID	Proposals and supporting documents are to be emailed to procurement@nedlac.org.za
TECHNICAL ENQUIRY	Name : Sharna Johardien Newman Tel no : 084 306 3753 Email : Sharna@nedlac.org.za Office Hours : 09H00 to 17H00
SUPPLY CHAIN MANAGEMENT ENQUIRY	Name : Joyce Tongwane Tel no : 082 625 3974 Email : Joyce@nedlac.org.za Office Hours : 09H00 to 17H00

AGRICULTURE EXPERT TO PROVIDE TECHNICAL ASSISTANCE SERVICES TO THE PROJECT COORDINATING UNIT OF THE PRESIDENTIAL JOBS SUMMIT PROJECTS

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PART A INVITATION TO BID

SBD 1

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE NEDLAC					
PROPOSAL NUMBER:	NEDLAC 2020/05	CLOSING DATE:	27 JULY 2020	CLOSING TIME:	11:00 AM
DESCRIPTION	AGRICULTURE EXPERT TO PROVIDE TECHNICAL ASSISTANCE SERVICES TO THE PROJECT COORDINATING UNIT OF THE PRESIDENTIAL JOBS SUMMIT PROJECTS				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
Due to the issue of Covid, service providers are encouraged to submit their tender documents electronically to procurement@nedlac.org.za					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Joyce Tongwane		CONTACT PERSON	Sharna Johardien Newman	
TELEPHONE	082 625 3974		TELEPHONE	084 306 3753	
OFFICE HOURS.	09H00 to 17H00		OFFICE HOURS.	09H00 to 17H00	
E-MAIL ADDRESS	Joyce@nedlac.org.za		E-MAIL ADDRESS	Sharna@nedlac.org.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 PART B:3]	
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				<input type="checkbox"/> YES	<input type="checkbox"/> NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				<input type="checkbox"/> YES	<input type="checkbox"/> NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				<input type="checkbox"/> YES	<input type="checkbox"/> NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				<input type="checkbox"/> YES	<input type="checkbox"/> NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				<input type="checkbox"/> YES	<input type="checkbox"/> NO

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.

AGRICULTURE EXPERT TO PROVIDE TECHNICAL ASSISTANCE SERVICES TO THE PROJECT COORDINATING UNIT OF THE PRESIDENTIAL JOBS SUMMIT PROJECTS

**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 IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
- 2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE.”

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:
(Proof of authority must be submitted e.g. company resolution)

DATE:

PRICING SCHEDULE
(Professional Services)

NAME OF BIDDER: BID NO.:

CLOSING TIME: 11:00 DATE.....

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

ITEM NO	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES)	
1.	The accompanying information must be used for the formulation of proposals.		
2.	Bidders are required to indicate a ceiling price based on the total estimated time for completion of all phases and including all expenses inclusive of all applicable taxes for the project. R.....		
3.	PERSONS WHO WILL BE INVOLVED IN THE PROJECT AND RATES APPLICABLE (CERTIFIED INVOICES MUST BE RENDERED IN TERMS HEREOF)		
4.	PERSON AND POSITION	HOURLY RATE	DAILY RATE
	.....	R-----	-----
	.....	R-----	-----
	.....	R-----	-----
	.....	R-----	-----
	.....	R-----	-----
5.	PHASES ACCORDING TO WHICH THE PROJECT WILL BE COMPLETED, COST PER PHASE AND MAN-DAYS TO BE SPENT		
	.....	R-----	----- days
	.....	R-----	----- days
	.....	R-----	----- days
	.....	R-----	----- days
5.1	Travel expenses (specify, for example rate/km and total km, class of air travel, etc). Only actual costs are recoverable. Proof of the expenses incurred must accompany certified invoices.		
	DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY AMOUNT
	.....	.....	..... R.....
	.....	.....	..... R.....
	.....	.....	..... R.....

..... R.....

TOTAL:
R.....

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

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

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

TOTAL:
R.....

6. Period required for commencement with project after acceptance of bid

7. Estimated man-days for completion of project

8. Are the rates quoted firm for the full period of contract? *YES/NO

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

***[DELETE IF NOT APPLICABLE]**

DECLARATION OF INTEREST

Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-

- the bidder is employed by the state; and/or
- the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

1. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

- 2.1 Full Name of bidder or his or her representative:.....
- 2.2 Identity Number:
- 2.3 Position occupied in the Company (director, trustee, shareholder²):
- 2.4 Company Registration Number:
- 2.5 Tax Reference Number:
- 2.6 VAT Registration Number:.....

The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / persal numbers must be indicated in paragraph 3 below.

¹"State" means –

- (a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
- (b) any municipality or municipal entity;
- (c) Provincial legislature;
- (d) National Assembly or the national Council of provinces; or
- (e) Parliament.

²"Shareholder" means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.

- 2.7 Are you or any person connected with the bidder presently employed by the state? **YES / NO**

If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member:.....

Name of state institution at which you or the person connected to the bidder is employed:

..... Position occupied in the state institution:

Any other particulars:.....

2.7.1 If you are presently employed by the state, did you obtain appropriate authority to undertake remunerative work outside employment in public sector? **YES / NO**

2.7.2 If yes, did you attach proof of such authority to the bid document? **YES / NO**

(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.

2.7.3 If no, furnish reasons for non-submission of such proof:

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

2.8 Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months? **YES / NO**

2.8.1 If so, furnish particulars:

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

2.9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid **YES / NO**

2.9.1 If so, furnish particulars.

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

2.10 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid? **YES/NO**

2.10.1 If so, furnish particulars.

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

2.11 Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are bidding for this contract? **YES/NO**

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 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

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: **I**

	POINTS
PRICE	80
8B-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
<input type="checkbox"/> $Pt - \square P_{min}$ <input type="checkbox"/> $Ps \square 80 \cdot 1 \frac{Pt - P_{min}}{P_{min}}$ <input type="checkbox"/>	or	<input type="checkbox"/> $Pt - \square P_{min}$ <input type="checkbox"/> $Ps \square 90 \cdot 1 \frac{Pt - P_{min}}{P_{min}}$ <input type="checkbox"/>
<input type="checkbox"/> P_{min} <input type="checkbox"/>		<input type="checkbox"/> P_{min} <input type="checkbox"/>

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

Pmin = 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**)

Y		N	
---	--	---	--

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**)

Y		N	
---	--	---	--

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.

<p>WITNESSES</p> <p>1.</p> <p>2.</p>
--

<p>..... SIGNATURE(S) OF BIDDERS(S)</p> <p>DATE:.....</p> <p>ADDRESS:.....</p> <p>.....</p> <p>.....</p>
--

SBD 8

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Standard Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be disregarded if that bidder, or any of its directors have-
 - a. abused the institution's supply chain management system;
 - b. committed fraud or any other improper conduct in relation to such system; or
 - c. failed to perform on any previous contract.
- 4 **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

Item	Question	Yes	No
4.1	<p>Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?</p> <p>(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</p> <p>The Database of Restricted Suppliers now resides on the National Treasury's website (www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	<p>Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?</p> <p>e Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	<p>Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>

4.3.1	If so, furnish particulars:		
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME).....

CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS TRUE AND CORRECT.

I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

SBD 9**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

- 1 This Standard Bidding Document (SBD) must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a pe se prohibition meaning that it cannot be justified under any grounds.
- 3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
- 4 This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

¹ Includes price quotations, advertised competitive bids, limited bids and proposals.

² Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. 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 consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;

- (e) the submission of a bid which does not meet the specifications and conditions of the bid;
or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
 9. 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 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.

10. 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.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

CERTIFICATE FOR JOINT VENTURES

This Returnable Schedule is to be completed by EACH member of a joint venture submitting a proposal.

We, the undersigned, are submitting this proposal offer in Joint Venture and hereby authorize

Mr / Ms.....,

Authorized signatory of the Company.....

Acting in the capacity of lead JV partner, to sign all documents in connection with the proposal offer and any contract resulting from it on our behalf as a joint venture.

NAME OF JV ORGANISATION.....

ADDRESS:.....

.....

.....

DULY AUTHORISED SIGNATORY NAME

DESIGNATION:.....

SIGNATURE.....

DATE:.....

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

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General conditions of contract

1 Definitions

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 anything 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 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 organisation purchasing the goods.
- 1.22 "Republic" means the RSA.
- 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, SCC are also laid down to cover specific supplies, services or works.
- 2.1 Where such SCC 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:
- 7.3.1 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
- 7.3.2 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 organisation 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:

- 13.1.1 performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- 13.1.2 furnishing of tools required for assembly and/or maintenance of the supplied goods;
- 13.1.3 furnishing of a detailed operations and maintenance manual for each appropriate unit of supplied goods;
- 13.1.4 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
- 13.1.5 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:
- 14.1.1 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
- 14.1.2 in the event of termination of production of the spare parts:
- 14.1.2.1 Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
- 14.1.2.2 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 fulfilment 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 authorised 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 contract 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 cancelling 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:
- 23.1.1 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;
- 23.1.2 if the Supplier fails to perform any other obligation(s) under the contract; or
- 23.1.3 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:
- 23.6.1 the name and address of the supplier and / or person restricted by the purchaser;
- 23.6.2 the date of commencement of the restriction
- 23.6.3 the period of restriction; and
- 23.6.4 the reasons for the restriction.
- 23.7 These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.
- 23.8 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,

27.5.1 the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and

27.5.2 the purchaser shall pay the supplier any monies due the supplier.

28 **Limitation of liability**

28.1 Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6;

28.1.1 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

28.1.2 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 SARSs.

33 **National Industrial Participation (NIP) Programme**

33.1 The NIP Programme administered by the DTI 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.

The above General Conditions of Contract (GCC) are accepted by:

Name:	
Designation:	
Bidder:	
Signature:	
Date:	

ANNEXURE A – TERMS OF REFERENCE



PRESIDENTIAL JOBS SUMMIT

TERMS OF REFERENCE

PROVISION OF ONE AGRICULTURE EXPERT TO PROVIDE TECHNICAL ASSISTANCE SERVICES TO THE PROJECT COORDINATING UNIT OF THE PRESIDENTIAL JOBS SUMMIT PROJECTS

Programme Identification

Name of Client	Project Co-ordinating Unit (PCU), Presidential Job Summit
Name of Project	Presidential Jobs Summit: Support Agricultural Projects as outlined in the Jobs Summit Framework Agreement
Contracting Authority	National Economic and Development Labour Council (Nedlac)
Accountable Officer	Carmel Marock Project Coordinating Unit, Presidential Jobs Summit
Project Purpose	Provide technical expertise and support to the PCU of the Jobs Summit in respect of agreements reached in respect of agriculture.

1. Introduction

1.1. Presidential Job Summit

The NEDLAC Social Partners (government, business, labour and community) have worked tirelessly to identify solutions to job retention and job creation blockages and opportunities that each social partner can work on to stimulate greater participation in the economy.

To this end the Presidential Jobs Summit was established in a bid to assist various industries form a coordinated strategy which takes into consideration the current economic situation and unblock challenges faced by various sectors.

In undertaking this work social partners were mindful of the importance of ensuring that commitments are clear and precise, that they strengthen existing initiatives and develop new ones; and that they take into account the challenges faced by each social partner. This includes finding solutions to unlock the bottlenecks identified in job creation including where relevant addressing policy and regulatory uncertainty to enable inclusive growth and employment.

The Nedlac Social Partners, recognise that there is a need for visible changes in the lives of our people as well as the economy. The Jobs Summit laid the basis for more responsive and effective collaboration to deliver on the promise of a better economy for all South Africans.

The Job Summit commitments include clear statements on the time scale for implementation and envisaged employment impact. A monitoring and evaluation framework that ensures accountability amongst partners and to the wider community supports the implementation. These commitments will in turn inform other significant initiatives being implemented by government including, notably, the Investment Summit.

The Presidential Jobs Summit is monitored and evaluated through::

- The Project Coordinating Unit (PCU) –responsible for the monitoring and evaluation of the projects detailed under the Jobs Summit Framework Agreement. The PCU also assist in coordinating project stakeholders and social partners, assisting in accessing and providing support to the projects where needed.
- The Joint Technical Committee (JTC) – The JTC made up of the social partners has the function of prioritising the projects and accessing the necessary organisations and individuals in the event the projects are facing blockages of a regulatory or implementation nature. Should there be challenges and blockages the JTC cannot resolve, the matters are then escalated to the Presidential Working Committee.
 - The Presidential Working Committee is a meeting held on the first Monday of every month, chaired by the president. There areport is given on the progress of the Presidential Jobs Summit, particularly with regards to job creation and retention. Matters which were escalated by the JTC are addressed in this forum by relevant Ministers.

1.2. Current State of Affairs

The selection of economic enablers is based on multiple analyses of the South African economy and robust debate amongst social partners of the challenges South Africa faces. Social partners accept that South Africa must boost domestic demand, focus industrial finance, provide policy certainty, drastically improve regulatory efficiency, upgrade infrastructure (including municipal infrastructure), grow exports, and strengthen support measures for firms and workers in distress.

South Africa's economy has not created sufficient jobs to sustainably reduce unemployment. This is, in large part, caused by the relatively slower growth of the agriculture, mining and manufacturing sectors compared to South Africa's services sectors. Social partners agree that it is imperative to secure substantially faster growth of the agriculture, mining and manufacturing sectors as these sectors are key drivers of exports and investment and can play an important role in reducing South Africa's exceptionally high levels of inequality.

In addition, social partners recognise that many of the economic enablers, which have been committed to, are supportive of the growth of firms, co-operatives, SMMEs and worker enterprises across all sectors of the economy and are therefore likely to lead to a broad-based improvement in the business environment and conditions for entrepreneurial development.

The next section indicates the agriculture specific interventions that have been initiated arising out of the Job Summit Agreements. Each of these commitments has been made by a social partners and is the specific responsibility of a project owner

3. Agricultural Projects arising out of the Job Summit Agreement

3.1. Fruit value Chain

3.1.1. Programme description

Fruit and wine products offer significant economic growth, and development opportunities through increased exports. Consistent growth in the global demand for fresh produce can potentially increase South Africa's horticultural trade from R54.4 billion to R90 billion by 2030. Government aims to expand existing public, private partnership initiatives it has with FruitSA and wine producers. The purpose of this project is to increase the production footprint of Fruit and Wine production in the country.

3.1.2. Interventions

(a) Government technical support will be offered to producers including:

- Construction of on-farm irrigation dams to expand production by an estimated 50 155 ha – The Department of Agriculture Land Reform and Rural Development (DALRRD) is developing drought mitigation and adaptation strategies. The department has allocated R30mill to the Northern Cape, which includes installation of bore holes, and is partnering with the Department of Water and Sanitation

(DWS) (R80mill) in alleviating drought conditions with water tanks and support of smallholder farmers. DWS's Water and Sanitation Master Plan on bulk water infrastructure will also assist.

- Assistance to producers with South African Good Agricultural Practices (SA-GAP) and Global Good Agricultural Practices (Global-GAP) certification – Western Cape, Limpopo and North West have concluded a Memorandum of Agreement with the Perishable Products Export Control Board (PPECB) on SA-GAP. Challenges are primarily on records keeping, proper agro-chemicals and fertilizers' storage facilities, hand washing facilities and proper ablution systems;
- Development of local market infrastructure i.e. National Fresh Produce Markets including pack houses and cold storage facilities. Codes of Best Practices for National Fresh Produce Markets (NFPMs) have been developed and adopted by the fresh produce industry stakeholders. A draft Bill was developed to legally establish a National Fresh Produce Development Agency which is still under consultation with the Department of Justice and Correctional Services. A total of 16 pack houses are under construction - 2 in Limpopo Province, 2 in the Western Cape, 1 in the North West, 9 in Mpumalanga Province, 1 Eastern Cape and 1 in the Free State.
- Following the Jobs Summit a working committee on road to rail has been established including representatives from the horticultural industry and will investigate the feasibility of revitalising transport lines to link key production areas to export hubs. Nedlac Development Chamber has convened a research reference group and appointed a service provider to collect data from companies & build models to assess feasibility of revitalising rail sidings on a PPP basis. The research report is due second quarter of 2020

(b) Supporting projects

These projects are outlined below, and the Social Partners (community, business, labour and government) encourage the development and roll-out of similar initiatives elsewhere:

- **Westfalia Fruit** are entering into arrangements with local communities who have received rights in the Magwa and Tshivase tea plantations, as well as the Morobeng community to establish avocado orchards.
- **The Morceaux** project in Ceres is also looking to expand joint operations between a commercial farmer and the Morceaux Boerdery Farmworker Trust by purchasing an additional farm for vegetable production and transferring ownership of farmworker housing to beneficiaries of the trust. The joint venture also seeks to expand its footprint in the value chain by buying additional shares for the farmworker trust in Ceres Fruit Growers who market their fruit as TruCape, thereby increasing the farmworker trust's footprint and ownership in the value chain.
- **Distell** already procures the maximum amount of locally available apple juice concentrate, and in order to meet market demand for downstream products have to import substantial volumes of juice concentrate.

A significant opportunity exists to substitute these imports with incremental apple juice concentrate by developing the local apple farming and processing industry. Through this, potential exists for a large number of jobs to be created, both in new orchards and in the agro-processing parts of the value chain. The same model can also be extended to grapes and wine.

(c) Interventions

- New hectares under black ownership with a focus on black women ownership;
- Redirected expenditure to Black owned and black women owned processors / producers / farmers;
- Creation of sustainable Black owned enterprises including downstream enterprise development in the value chain which would be linked to current taverner enterprise development initiative; and
- Localisation and import substitution.

(d) Factors critical to enable success

- Reducing the costs associated with the application for water use authorisations;
- Extend the maximum 300-day turnaround time embedded in the one- environmental system for mining to agricultural industry; and
- Blended finance models and open channels of communication with key Government departments.

3.2. Western Gauteng Agri-industrial Cluster

3.2.1. Programme Description

A key driver of the low employment in agriculture has been the predominance of lower labour intensity crops (such as maize). A number of mining companies have legacy land holdings, which collectively account for hundreds of thousands of hectares. Much of it is being sub-optimally utilised. In addition, some mining companies are pumping large quantities of water from underground into rivers, water which can potentially be used for agriculture. The fact that some accessible gold reserves are running out poses further risk of additional unemployment.

As part of the Mining Phakisa, a coalition of key stakeholders has been built to leverage the assets made available by Sibanye-Stillwater to build a large-scale agri-industrial cluster in the West Rand. This includes the Gauteng Infrastructure Financing Agency (GIFA), the local municipalities, Development Finance and the Public Investment Corporation (PIC). The PIC is playing a leading role in structuring, establishing and acting as the anchor investor in a focused fund to support the development of the

program. It is estimated that this project will leverage between R15bn and R30bn of investment through the form of both equity and debt. A Memorandum of Understanding was signed in September 2018 to implement the project. The objectives of the programme are to:

- Make West-Rand into the agri-industrial hub of Gauteng that drives continuous technical, commercial, institutional and developmental innovation;
- Build a sustainable post mining economy and development framework;
- Promote the export of high value, relatively labour-intensive agricultural produce, with a particular focus on downstream value addition;
- Create jobs with agriculture skills transfer;
- Promote Black Economic Empowerment/Transformation including entrepreneurs and industrialists;
- Facilitate comprehensive local socio-economic development; and
- Facilitate and promote community participation.

3.2.2. Interventions

- A corporate structure to house the program is being established, with particular focus on making the structure replicable in other mining areas and inclusive of key stakeholders;
- Sibanye has also made specialist resources available to develop a post-mining water strategy and a small task team involving the DPME and the Department of Water and Sanitation has been set up in this regard;
- As part of kick-starting a post mining economy, Sibanye-Stillwater has committed to make available at a nominal cost 30 000 hectares of prime land for agricultural development in the West Rand;
- Sibanye presently pumps 300 million litres of water from underground and a significant portion of this water will be made available to the project (based on Department of Water and Sanitation's down-stream requirements);
- Sibanye has also made available for this project 20 000 hectares of warehousing space, as well as training facilities and hostels for 3 000 people (with associated kitchen facilities); and,
- In addition, Sibanye and Goldfields have committed to the establishment of a Technical Vocation, Education and Training College as part of their social and labour plan commitments.

3.3.Improving and expanding the Grain/Livestock Value Chain

3.3.1. Programme Description

Field crops, such as grains, are an agricultural subsector that is climate-dependent and under pressure due to the impact of drought. The sustainability of this sector is critical in terms of food security. South Africa is only self-sufficient with regards to maize but a net importer of others, including animal feed. Alongside the grain industry, is a thriving

livestock industry: the increasing importance of the contribution of animal products to the Agricultural basket is above 40% and growing.

3.3.2. Interventions

Social partners agreed to grow the industry on a public private partnership basis. The initiatives will focus on:

- Expansion of grain production by Black farmers through partnerships between commercial farmers and government. 78 311.62 hectares of land has been planted with grains through Ilima/Letsema and CASP conditional grants; 67% being Maize followed by Sunflower at 19% and dry Beans at 9% of total grains produced. Approximately 27% of the grains produced are planted in the Eastern Cape, followed by KwaZulu-Natal with 19%. A total of 5714 jobs have been created - 2117 Eastern Cape, 100 in Free State, 20 in Gauteng Province, 351 in KwaZulu Natal, 1038 in Limpopo Province, 138 in Mpumalanga Province, 400 in the Northern Cape, 68 in North West, 1482 in Western Cape. The size of the commercial maize crop is now 11,275 million tons, sunflower seed crop, 678 000 mill. tons. The sorghum crop at 3 875 tons and soybeans crop at 1 170 000 tons. Agriculture and Agro-processing Master Plan aim to develop Mohair, Wool, Poultry, Cattle, Sugar Cane, Maize, Cotton, and Soya Bean Commodity Corridors, to introduce a spatial focus to the development of the Grain/Livestock Value Chain.

- Expansion of feedlots through successful Beefmaster partnerships There is a partnership between NAMC and private sector e.g. Beefmaster to expand feedlots. The construction of the 12 feedlot facilities are ongoing – 5 in the Eastern Cape, 5 in KwaZulu Natal and 2 in the North West. The NAMC submitted a transitional plan to DALRRD for funding. An invoice of R62 710 292.00 was raised by NAMC and submitted to DALRRD for final approval and payment. The first tranche (R20 961 359.77) of this invoice was received on the 22 January 2020.
- A partnership programme will be developed to prevent outbreak of Foot and Mouth Disease. South Africa lost its Foot and Mouth free status in January 2019 due to an outbreak in Vhembe District in Limpopo. Another outbreak was reported on the 1st November 2019 in Molemole District. The outbreak was reported in a feedlot. The outbreak led to tracking and tracing of the outbreak in 160 properties. The 18 properties where Foot and Mouth Disease were isolated were put under quarantine. There was a country wide ban placed on gathering, with specific emphasis on auctions dealing with cloven hoofed animals in December 2019. The temporary ban on the gathering of cloven-hoofed livestock was lifted on 17 February 2020. All auctioneers must be registered with Agricultural Produce Agents Council (APAC). The industry role players are still encouraged to be containing animal health certificates for livestock purchased at auctions.
- As far as the demand-side management for grains is concerned, the International Trade Administration Commission (ITAC), South African Revenue Services (SARS) and National Treasury have committed to working to improve the turn-around time to gazette the import tariffs on wheat from when global price variations trigger the capability;
- Likewise, business and government commit to working on processes to streamline contract management for the Crop Estimate Committee so as to allow it to deliver timeous information that will assist supply side management and exports;
- Business and Government have also agreed to identify key areas where capacity constraints have hampered the effective execution of statutory duties and services related to business processes and trade. These include product standard certifications and inspection, biosecurity inspectorates, toxicologists and veterinary services; and,
- Once these bottlenecks are identified, Business and Government will approach the most affected parties to explore the opportunity of seconding capacity from the private sector or by co-funding to create additional capacity - Industry and government have initiated a process to formalise cooperation in addressing capacity constraints related to business processes and trade. The department has developed and discussed with industry a draft proposal on collaboration in terms of Phytosanitary matters. The proposed areas of collaboration include: Risk Assessment & Risk Management; Research on Plant Pest and Diseases Awareness.
- The following Export Protocols are still in the final stages of negotiations (possible conclusion in 2020):
 - Protocol for Exports of Pears to China (requires signing between the two countries).
 - Protocol for Exports of Avocados to Japan (technical negotiations concluded, awaiting approval by the Japanese Authorities).
 - Revision of the Citrus Protocol to include lemons (change of temperature protocol).
 - Protocol for Export of Citrus to Philippines (technical negotiations concluded, awaiting approval by the Philippine Authorities).
- The following Export Protocols are still under research:
 - Table grapes to Mexico (pest surveillance).

- Table Grapes to Philippines (negotiations on the Pest Risk Analyses).
- Avocado to Taiwan (information on pest occurring in South Africa, submitted).
- Apples to Thailand (Pest list of apples communicated at end of 2019).
- Table grapes to South Korea (Research/ surveillance on quarantine pests).

3.3.3 Factors critical to enable success

- That there is continued support for public-private partnerships by Business and Government Departments and agencies;
- The success of projects (highlighted below) will be vital to stimulate Jobs Fund support for similar, future projects; and,
- Additional resources may be required for biosecurity and demand-side management.

3.3.4. Supporting projects

The following project has been identified that could increase production, create jobs and empower communities through inclusion and transformation in the value chain. These projects are outlined below, and the Social Partners encourage the development and roll-out of similar initiatives elsewhere:

- **Sernick Emerging Farmers Support programme**

The Sernick Emerging Farmers Support programme is an example of a public- private partnership that can give effect to the aim of this proposal. A company within the red meat value chain, Sernick, is launching a project to train and incorporate 120 emerging red meat producers into its value chains, thereby providing emerging farmers with training and skills development, access to critical infrastructure such as feedlots and genetic improvement of breeding stock. The project is jointly funded by Sernick, the Land Bank and the Jobs Fund.

3.4. Blended finance models for agricultural support

3.4.1. Programme Description

Emerging farmers, many of whom received rights in land through the land

reform programmes and are now looking to enter the commercial sector, experience considerable challenges to access finance. This initiative seeks to improve the lived situation by using government funding to leverage private sector capital and extend finance to emerging farmers.

3.4.2. Interventions

- The Land Bank as the financial administrators, commercial banks, and Department of Agriculture Forestry and Fisheries (DAFF), Department of Rural Development and Land Reform (DRDLR), and Provincial Departments of Agriculture (PDA) will develop blended financial instruments using public and private funds: this will consist of a public sector grant component from DAFF and DRDLR, and a loan component from the Land Bank and commercial banks, referred to as a 'soft loan'.

- The Land Bank and DAFF has signed a MoU, with R 100m transferred to Land Bank, and more than R500m over the MTEF period. Eighteen (18) projects have been assessed by the Land Bank already.
- The Agricultural Business Chamber (Agbiz) and Banking Association of South Africa (BASA) have also developed a blended finance model designed specifically to make additional funds available to speed up the land redistribution programme. The proposal is based on the National Development Plan, and the model is designed to assist potential redistribution beneficiaries to access capital to acquire land. The model will involve the following:
 - Commercial farmers would partner with potential beneficiaries, approach a commercial bank to obtain 50% funding from a commercial bank and this would be matched by 50% grant money from a grant allocation committee.
 - The private sector can supply capital up to R1 billion per annum to double up on the available funds for land redistribution, dependent on beneficiary approval by the grant allocation committee (using predetermined criteria), and dependent on the number of willing participants.
 - The Blended Finance Scheme (BFS) will be implemented in 2021.

3.4.3. Factors critical to enable success

- For the blended development finance model: sufficient uptake by bankable emerging farmers is required.
- For the BASA/Agbiz model: The active participation of commercial farmers in the financing of land reform and establishment of a viable Black commercial farming sector are critical success factors. Commercial farmers can offer commercial acumen and skills to enable the financing process. They will be responsible for originating commercially viable land acquisition transactions, with possible concomitant operational funding solutions. Incentives will be identified (such as access to grants, tax incentives, B-BBEE ratings and recognition), which should be guaranteed by Government and communicated to all parties involved.
- The retention of competition between lenders: Farmers would need the right to choose or select partner beneficiaries ensuring that the process is demand driven; selection must be apolitical and voluntary. Normal commercial lending criteria principles will apply. Freedom of choice of financier is endorsed.

3.5. Agri-Parks

3.5.1. Programme Description

The Agri-Parks concept seeks to establish farmer production support units in underdeveloped areas as well as establish rural agro-processing hubs.

3.5.2. Interventions

- Government will prioritise the establishment of 9 Agri-Parks and circulated the draft business plans to Business;
- The Department of Rural Development and Land Reform (DRDLR) is in the process of finalising the Agri-Park policy, which will determine critical information such as the make-up of the governing entity, possible incentives and the developmental prerequisites for shareholding arrangements and investment opportunities;

- Business has undertaken to review all nine (9) business plans and highlight additional information which need to be included in the business plans to enable potential investors to assess the investment opportunities; and,
- The Department of Trade and Industry (DTI) will commission a strategic research partner to assist with the refinement of the nine (9) business plans.

3.5.3. Factors critical to enable success

- The framework policy for the Agri-Parks must be published.
- Government will refine the 9 business plans to enable potential investors to make informed decisions.

3.6. Smart Villages: Farm Worker Housing, Land Ownership and Agropreneurship

3.6.1. Programme Description

This is an integrated project aimed at securing land and the development of agropreneurship among farm workers. Smart Villages involves both the provision of housing and the development of agri-business on the land.

3.6.2. Interventions

- Finalisation of donation of land by Pro-Agri Group farmers (or other interested producers) or the procurement of land by DRDLR for the establishment of Smart Villages; and,
- Implement of pilots at 18 identified sites.
- The Land Donations Policy was published on the 7th of February 2020 for 60 days for public comments. The current policy is based on pure donations.

3.6.3. Factors critical to enable success

- The provision of services to the smart villages by municipalities,
- Government funding for infrastructure and construction of the villages
- BBBEE recognition for farmers who voluntarily donate land for villages.

3.7. Acceleration of productive land reform

3.7.1. Programme Description

Social Partners agreed on the importance of an affordable and accessible dispute resolution mechanism whereby beneficiaries can raise grievances related to slow delivery and maladministration in the land reform programme.

3.7.2. Interventions

- Government is in the process of formulating a policy on land redistribution with the aim of publishing a draft redistribution policy and Bill for public comment

- Social partners will liaise with Government and provide their inputs into the legal reform process with specific reference to the function, scope and powers of the District Land Reform Committees and the relationship of these committees to effective and accelerated land reform (based on input made in this process).
- Government and Business agree in principle to explore the possibility of co-operating on a technical level to ensure that the electronic platform - e- cadaster -- incorporates additional sources of land-based information in the future.
- Business and Government agreed to a further process to look at the rationalisation of institutions.
- Social Partners will explore the possibility of introducing Land Reform Ombudsman.
- Cabinet approved some of the advisory panel recommendations which are at initial stages of implementation i.e. Establishment of the Land and Agrarian Reform Agency, Land Redistribution Policy and Land Reform Ombudsman – a decision was that the current justice system and institutions be utilized.

3.7.3. Factors critical to enable success

- The degree to which Social Partners are able to engage with Government in dedicated platforms will be vital to ensure that the proposals are meaningfully considered in future policy creation and legislative processes.
- The finalisation of the Electronic Deeds Registration Bill by Parliament.
- The effective functioning of the e-cadaster to improve monitoring and evaluation of land reform: all land-based information, including ownership, water rights and land claims will be overlaid on a single, electronic GIS platform available to the public to improve transparency in land reform transactions.

4. Project Beneficiaries

The Social Partners (Community, Labour, Government and Business) are the beneficiaries of the technical support as it will enable decision making about ways to enhance the impact of the projects that form part of the Agricultural sector commitments. Ultimately the wider community and the economy as the support enables these projects to realise the intention of improved job creation and retention.

5. SERVICES TO BE PROVIDED BY THE AGRICULTURAL EXPERT

5.1. Objective

The objective is to provide one (1) x Agricultural Expert for the Presidential Jobs Summit to provide technical expertise and support to the PCU in respect of the Agriculture commitments outlined in the Presidential Jobs Summit Framework Agreement.

5.2. Specific Objectives

The specific objectives of the Agricultural Expert is on behalf of the PCU to facilitate, and support the social partners and the project owners to enable progress on the Job Summit commitments.

5.3. Deliverables and tasks

5.3.1. The Agricultural Expert will be required to:

- Engage with the project owners responsible for the projects listed at 3 above;
- Identify what areas of support that they may require in respect of expertise, information or research and respond to these in consultation with the PCU;
- Chair or facilitate meetings for project owners;
- Monitor the progress of the various projects through asking for and collating reports which should be provided to the PCU on progress made, challenges that need to be escalated and outcomes achieved;
- In the process of monitoring progress, identify challenges and facilitate discussions with role players as how to address these challenges;
- Collate and report on (a) the number of jobs retained and created (b) number of businesses created through the various projects on a regular basis, at least quarterly and preferably monthly; and
- Make recommendations to the PCU on how these projects could lead to increased number of jobs and businesses created.

5.3.2. The Agricultural Expert will be required to:

- Produce an Inception Report that outlines the plans for the assignment;
- Provide a Profile Report per project with an indication of progress, challenges and possible corrective measures and actions; and
- Provide Monthly Reports of key achievements, challenges, and progress on jobs and business creation.

These reports will be provided to the PCU who will table them in the Presidential Job Summit structures.

6. ASSUMPTIONS AND RISKS

6.1. Assumptions

- The projects associated with the Agricultural commitments have already been identified and many are underway.
- Project owners will cooperate by supplying the relevant documents and/or avail themselves for appointments when required for the purposes of the project\.
- Where challenges are faced, such will be escalated appropriately within the officially established programme structures that are the Joint Technical Committee and the Presidential Working Committee.
- The Project Coordinating Unit (PCU) will monitor the process including the alignment of deliverables to the agriculture commitments contained in the Jobs Summit Framework Agreement.
- The PCU will provide logistical support (either board rooms or technological support) to the appointed agricultural expert.

6.2. Risks

- Time delays due to little or lack of cooperation from the relevant stakeholders as and when requested to do so.
- Non availability of baseline data resulting in the technical agricultural expert having to create systems from the start.
- Resistance to accept and implement suggested solutions and improvements by project leads.

7. REQUIRED EXPERIENCE

7.1. Expertise

The Agriculture Expert is required to have skills and expertise in the following areas:

7.1.1. Technical Experience:

- Experience of the agricultural sector;
- Understanding of the key debates particularly in respect of job retention and job creation;
- Programme/project planning, implementation and management;
- Scoping, diagnostic and situational analysis;
- Programme/project planning, implementation and management;
- Experience in working with statistics relating to jobs;
- Communication (written and presentation); and
- Report writing.

7.1.2. Strategic Management, Capacity Building and Facilitation:

- Capacity building, coaching and facilitation;
- Strategic management;
- Stakeholder engagement and management;
- Dispute resolution and problem solving;
- Strategic management; and
- Stakeholder management.

7.2. Qualifications and experience

7.1.1. The Agriculture Expert must have:

- A postgraduate qualification in one of the following fields: economics/ agriculture/ development finance;
- At least five years in-depth of knowledge on issues relating to the agricultural landscape and challenges within the South African economy.

7.1.3. The bidder is required to provide:

- (a) Detailed curriculum vitae
- (b) Copies of qualifications
- (c) Evidence of previous projects including the following per project:
 - Project name;

- Project objectives;
- Role on the project;
- Number of years worked on the project; and
- Relevance or link of the project to these terms of reference.

8. COST

The Agriculture Expert must provide an hourly rate for work to be done within the scope of this project and a maximum amount for the assignment and will be for a maximum of 24 months.

9. SELECTION AND EVALUATION CRITERIA

9.1. Evaluation criteria

The evaluation criteria to be utilised will be the following:

9.1.1. Technical proposal criteria:

a) Approach and methodology in managing this project	30
b) Relevant Qualifications	20
c) Relevant experience	30
d) Similar Projects Completed	20
Total Score	100
Total Technical Threshold	70

9.1.2. The below matrix will be used in scoring the proposals:

The below matrix will be used in scoring the proposals: Description of Quality Criteria and Sub-criteria	Scoring	Weight
Total Functionality	Total Score	100%
A. Approach and methodology in managing this project which should include:		
Interpretation of Terms of Reference to demonstrate understanding of what is required,		
5. Excellent understanding of what is required in the terms of reference; innovative and practical approach and methodology; proposed action plan including milestones and timeframes; and a project monitoring and evaluation mechanism to ensure that the main deliverables (inception report, profile report and monthly report) are integrated and complementary	5 = Excellent	30%
4. Good understanding of what is required in the terms of reference; practical approach and methodology; proposed action plan including milestones and timeframes; and a project monitoring and evaluation mechanism to ensure that the two main deliverables are integrated and complementary	4 = Good	
3. Satisfactory (or repeat of ToRs) understanding of what is required in the terms of reference; generic or text book approach and methodology; proposed action plan including milestones and	3 = Satisfactory	

The below matrix will be used in scoring the proposals: Description of Quality Criteria	Scoring	Weight
and Sub-criteria		
Total Functionality	Total Score	100%
timeframes; and a project monitoring and evaluation mechanism to ensure that the two main deliverables are integrated and complementary.		
2. Poor understanding (wrong interpretation) of what is required in the terms of reference and missing one of the of the following critical components: approach and methodology; action plan; and project monitoring and evaluation mechanism	2 = Poor	
1. No action plan submitted.	1 = Not Acceptable	
B. Relevant Qualifications		
Postgraduate qualifications in one of the following areas: Economics, Agriculture, Development Finance		
Post-graduate Degree (Honours/Masters/PHD): NQF 8&9&10 = Excellent	5 = Excellent	20%
Bachelor's Degree/BTech NQF 7 = Good	4 = Good	
Diploma Advanced Certificate NQF 6 = Satisfactory	3 = Satisfactory	
Higher Certificate NQ 5 = Poor	2 = Poor	
National Certificate and below NQF 4&3&2&1 = Not Acceptable	1 = Not Acceptable	
C. Relevant experience		
<p>Technical Experience:</p> <ul style="list-style-type: none"> • Experience of the agricultural sector • Understanding of the key debates particularly in respect of job retention and job creation • Programme/project planning, implementation and management • Scoping, diagnostic and situational analysis • Programme/project planning, implementation and management • Experience in working with statistics relating to jobs • Communication (written and presentation) • Report writing 		20%
<p>Strategic Management, Capacity Building and Facilitation</p> <ul style="list-style-type: none"> • Capacity building, coaching and facilitation • Strategic management • Stakeholder engagement and management • Dispute resolution and problem solving • Strategic management • Stakeholder management 		10%
To evaluate each of the above components, the following criteria will apply:		
10 years or more relevant experience = Excellent	5 = Excellent	Total for Component C: 30%
5 to 10 years' relevant experience = Good	4 = Good	
3 to 5 years' relevant experience = Satisfactory	3 = Satisfactory	
1 to 2 years' experience = Poor	2 = Poor	
0 to 11-year experience = Not Acceptable	1 = Not Acceptable	

The below matrix will be used in scoring the proposals: Description of Quality Criteria	Scoring	Weight
and Sub-criteria		
Total Functionality	Total Score	100%
D. Similar Projects Completed should indicate the following for each project: <ul style="list-style-type: none"> a. Project name b. Project objectives c. Role on the project d. Number of years worked on the project e. Relevance or link of the project to these ToR 		20%
Number of Completed Similar Projects:		
5 or More Completed Similar Projects = Excellent	5 = Excellent	
4 Completed Similar Projects = Good	4 = Good	
3 Completed Similar Projects = Satisfactory	3 = Satisfactory	
2 Completed Similar Projects = Poor	2 = Poor	
1 Completed Similar Projects = Acceptable	1 = Not Acceptable	

Service providers that attain a minimum score of 70 in both the technical and interview evaluation will be evaluated for price and BBBEE.

10. The minimum score requirements and final evaluation

- a. Following the assessment of the service providers, the service providers that have attained a minimum score of 70, may be called to present to Nedlac.
- b. Service providers that attain a minimum score of 70 will be evaluated for price and BBBEE, on 80/20 principal of price (80%) and BBBEE (20%).

11. Proposal validity period

The proposal will be valid for 90 days.

- 11.1. The final decision and successful appointment will be made by Nedlac and no correspondence will be entered into thereafter. Nedlac reserves the right to ultimately decide not to appoint any service provider in terms of this call for quotations.
- 11.2. The successful applicant must be ready and available to commence work immediately on appointment. The target date is on or before 01 September 2020.

12. SUBMISSION OF PROPOSALS

- 12.1. Electronic copies of the proposal must be submitted to Nedlac on procurement@nedlac.org.za, addressed to SCM by no later than 27 July 2020, 11:00am.
- 12.2. Please note that no late proposals will be considered. Proposals received after the above

deadline will be recorded as such in a register which will be kept for this purpose.

13. ENQUIRIES

- 13.1. Any questions regarding this Terms of Reference should be emailed to **Sharna Johardien Newman**, at sharna@nedlac.org.za