

LA 1.2

5/2/1(233) 2022-2023

APPOINTMENT OF A SERVICE PROVIDER TO DEVELOP NATIONAL EDUCATION AND TRAINING STRATEGY FOR AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT, FOR A PERIOD OF 4 MONTHS.

CLOSING DATE: 20 SEPTEMBER 2022 AT 11:00

TECHNICAL ENQUIRIES : Mr. George Mathye
TEL : 012 319 7902
EMAIL: GeorgeMA@dalrrd.gov.za

BID RELATED ENQUIRIES : Mr. Kopano Ntsoane/ Ms Queeneth Mokale
TEL : 012 312 8262/012 312 8088
EMAIL: kopano.ntsoane@dalrrd.gov.za /queenethm@dalrrd.gov.za



LA 1.1



agriculture, land reform & rural development

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

Chief Directorate: Supply Chain and Facilities Management Services: **Sub-Directorate:** Demand and Acquisition Management Services: **Enquiries:** Ms Queeneth Mokale : **Tel:** (012) 312 8088/8262

YOU ARE HEREBY INVITED TO BID TO THE DEPARTMENT OF RURAL DEVELOPMENT
AND LAND REFORM

RFQ NO: 5-2-1(233) 22-23

CLOSING TIME: 11H00

CLOSING DATE: 20 SEPTEMBER 2022

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

1. Kindly furnish us with a bid for services shown on the attached forms.
2. Attached please find the General Contract Conditions (GCC), Authority to sign the Standard Bidding Documents (SBD) on behalf of an entity, SBD1, Pricing Schedule, SBD4, SBD6.1, terms of reference.
3. Bidders must ensure that they register with the National Treasury Central Supplier Database (CSD) and attach/provide the reference numbers on the SBD 1 form of the bid document.
4. If you are a sole agent or sole supplier you should indicate your market price after discount to your other clients or if that is not possible your percentage net profit before tax, in order to decide whether the price quoted is fair and reasonable.
5. The attached forms must be completed in detail and returned with your bid. Bid document must be submitted in a sealed envelope stipulating the following information: Name and Address of the bidder, Bid number and closing date of bid. **(failure to comply will disqualify your proposal)**

Yours faithfully

SIGNED
QUOTATION MANAGEMENT
DATE: 05 SEPTEMBER 2022

MAP TO QUOTATION BOX (B BOX)

RFQ NO: 5/2/1 (233) 2022-2023 CLOSING DATE: 20 September 2022 @ 11:00

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

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

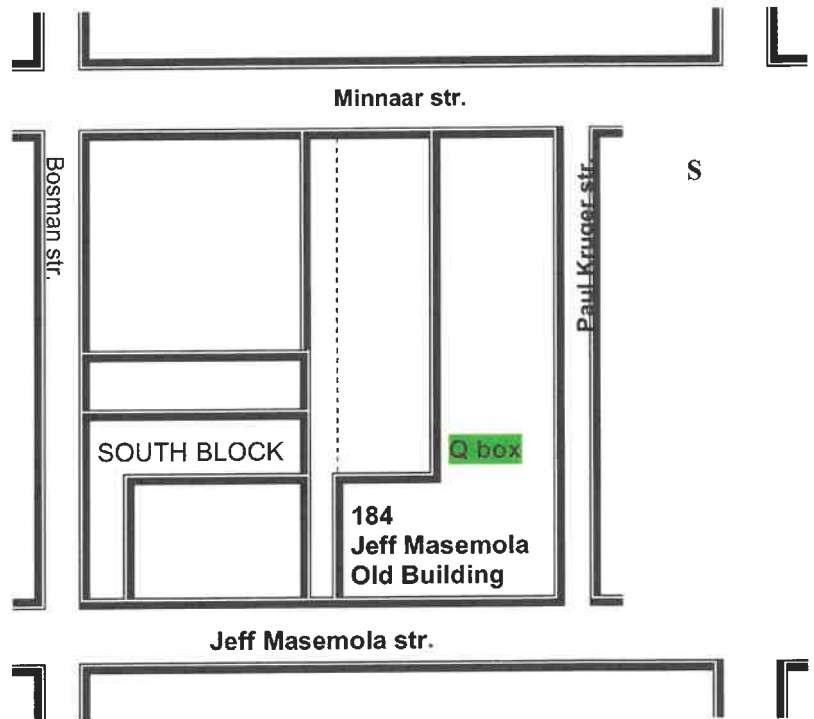
THE SBD 1 FORM MUST BE SIGNED IN THE ORIGINAL AND WITH BLACK INK

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

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

**DEPARTMENT OF AGRICULTURE,
LAND REFORM AND RURAL
DEVELOPMENT
Acquisition Management
(QUOTATION)
THE OLD BUILDING 184
JEFF MASEMOLA STREET, PRETORIA,
0001**

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



BIDDERS SHOULD ENSURE THAT BIDS ARE DELIVERED TIMEOUSLY TO THE CORRECT ADDRESS

SUBMIT YOUR BID IN A SEALED ENVELOPE

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

Full Name	Identity Number	Name of State institution

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

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

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

2.2.1 If so, furnish particulars:

.....

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

2.3.1 If so, furnish particulars:

.....

3 DECLARATION

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

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

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

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

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

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

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

.....
Signature	Date
.....
Position	Name of bidder

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

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

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

1. GENERAL CONDITIONS

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

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

1.2

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

1.3 Points for this bid shall be awarded for:

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

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

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

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

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

2. DEFINITIONS

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

3. POINTS AWARDED FOR PRICE

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

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

80/20

or

90/10

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

Where

P_s = Points scored for price of bid under consideration

Pt = Price of bid under consideration

P_{min} = Price of lowest acceptable bid

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

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

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

5. BID DECLARATION

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

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

- 6.1 B-BBEE Status Level of Contributor: . =(maximum of 10 or 20 points)
(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

7. SUB-CONTRACTING

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

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

- 7.1.1 If yes, indicate:

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

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

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

Designated Group: An EME or QSE which is at least 51% owned by:	EME √	QSE √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		

Black people who are military veterans		
OR		
Any EME		
Any QSE		

8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name of company/firm:

8.2 VAT registration number:

8.3 Company registration number:

8.4 TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
☐ One person business/sole propriety
☐ Close corporation
☐ Company
☐ (Pty) Limited
 [TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

8.6 COMPANY CLASSIFICATION

- ☐ Manufacturer
☐ Supplier
☐ Professional service provider
☐ Other service providers, e.g. transporter, etc.
 [TICK APPLICABLE BOX]

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

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

- i) The information furnished is true and correct;
 ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
 iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
 iv) If the B-BBEE status level of contributor has been claimed or obtained on a

fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –

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

WITNESSES

1.

2.

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

DATE:

ADDRESS

.....

.....



agriculture, land reform & rural development

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

BRANCH: FOOD SECURITY AND AGRARIAN REFORM
20 Steve Biko Road, Agriculture Place, Arcadia Pretoria 0083
Ms L. Botsheleng ☎ Tel: 012 319 7958 ☎ E: LeboB@dalrrd.gov.za

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO DEVELOP NATIONAL EDUCATION AND TRAINING STRATEGY FOR AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT, FOR A PERIOD OF 4 MONTHS

1. PURPOSE:

The Department of Agriculture, Land Reform and Rural Development (DALRRD) is looking for a relevant and experienced service provider to develop National Education and Training Strategy for Agriculture, Land Reform and Rural Development, for a period of 4 months.

2. BACKGROUND AND DISCUSSION:

- 2.1. In 2015, the Department of Agriculture, Forestry and Fisheries in collaboration with its stakeholders developed the National Education and Training Strategy for Agriculture, Forestry and Fisheries. The Strategy signalled the Department's coordinated effort in enhancing skills development for the sector in a manner that engages all role players.
- 2.2. The Strategy resonated with the sentiments of the National Youth Policy: 2020 which highlights the need to develop the requisite knowledge and skills and institutional capacity particularly among women and youth. It is through this Strategy that the Department coordinated various programmes, to mention, but few: External Bursary Scheme to support young people who want to pursue careers identified as scarce and critical in the sector, placement of unemployed graduates, the establishment of youth owned and/or managed enterprises, development of young entrepreneurs and producers, young researchers and professionals, training and mentorship to subsistence and smallholder farmers.

**TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO
DEVELOP NATIONAL EDUCATION AND TRAINING STRATEGY FOR AGRICULTURE,
LAND REFORM AND RURAL DEVELOPMENT, FOR A PERIOD OF 4 MONTHS**

- 2.3. The National Education and Training Strategy was designed to address the broad issues of education and training in the sector, but it was more focused on higher education. This opened the door to look at the provision of vocational training for the sector and as such, in 2018 the Department developed Vocational Education and Training (VET) Strategy for Agriculture, Forestry and Fisheries.
- 2.4. Through the VET Strategy, the Department wished to strengthen the VET system supporting the sector that it responds to demands of the labour market. The VET Strategy further intended that the VET system supporting the sector will be substantially transformed to ensure that the vocational education offered by the VET programmes:
- 2.4.1. Prepare the learner for work – either as an employee or as an entrepreneur in a profession, occupation or trade;
 - 2.4.2. Produce personnel with flexible capacity and competence, making them mobile and capable of working effectively in their chosen fields;
 - 2.4.3. Combine theory and applied theory learning at an educational institution with practical authentic work experience in a farm or business through which occupational competences that are relevant to the labour market are developed; and which competences can be applied with minimal adaptation to the same or similar occupation in another farm or business.
- 2.5. In May 2019, South Africa held its sixth national and provincial elections. After these elections, Government reconfigured to forge for better alignment of the objectives of the Medium Term Strategic Framework (MTSF) and the Department of Agriculture, Forestry and Fisheries reconfigured to become the Department of Agriculture, Land Reform and Rural Development.
- 2.6. This change necessitates the development of the National Education and Training Strategy which covers higher and vocational education and training, and which is aligned to the current mandate of the Department of Agriculture, Land Reform and Rural Development and skills development landscape at

**TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO
DEVELOP NATIONAL EDUCATION AND TRAINING STRATEGY FOR AGRICULTURE,
LAND REFORM AND RURAL DEVELOPMENT, FOR A PERIOD OF 4 MONTHS**

large. The National and Vocational Education and Training Strategies for Agriculture, Forestry and Fisheries will serve as baseline documents for the development of the new strategy.

3. SCOPE AND DEFINITION OF WORK

A Service Provider is required to develop the National Education and Training Strategy for Agriculture, Land Reform and Rural Development. The study must be completed within 4 months from the date of appointment.

The service provider will be expected to:

- 3.1. Conduct literature review on the state of education and training in agriculture, land reform and rural development sector, including issues of:
 - 3.1.1. skills supply and demand,
 - 3.1.2. transitioning of young people from Education and Training into economic activity,
 - 3.1.3. international best practices of education and training in agriculture, land reform and rural development, and
 - 3.1.4. barriers and enablers related to education and training in agriculture, land reform and rural development.
- 3.2. Conduct a situational analysis of the state of Vocational Education and Training (VET) in agriculture, land reform and rural development in South Africa in terms of internal and external factors, capabilities and future prospects.
- 3.3. Develop the National Education and Training Strategy for Agriculture with clear strategic goals.
- 3.4. Consult stakeholders during strategy development process to solicit inputs which include, but not limited to:
Public entities, National Farmers' Organizations, Commodity Groups (Grain, Horticulture, Livestock, Wool, Sugar, Wine, Fuel), Industry CEO's, Non Profit

**TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO
DEVELOP NATIONAL EDUCATION AND TRAINING STRATEGY FOR AGRICULTURE,
LAND REFORM AND RURAL DEVELOPMENT, FOR A PERIOD OF 4 MONTHS**

Organisations, Organised Women, Organised Youth, Academic Institutions, Business Chambers, Agriculture Training Centres, Development Institutions, Department of Higher Education and Training, Line Function SETAs, South African Qualifications Authority (SAQA), Quality Council for Trades and Occupations (QCTO), The Council on Higher Education (CHE) and Training Units of Provincial Departments of Agriculture.

- 3.5. Consult stakeholders after strategy development to validate the strategy and incorporate inputs into the final strategy.
- 3.6. Develop 5-year Strategy Implementation Plan with clear strategic objectives, intervention, output indicators, implementation activities, possible funding sources and implementation partners.
- 3.7. Develop Monitoring and Evaluation Framework for the Strategy.

4. DELIVERABLES

- 4.1 A strategy development proposal and Project Plan, outlining phases of the project, clearly articulating activities, deliverables, timeframes, and including communication and engagement strategies and present it to the Department of Agriculture, Land Reform and Rural Development.
- 4.2 A literature review on the state of education and training in agriculture, land reform and rural development covering areas articulated in 3.1. and present it to the Department of Agriculture, Land Reform and Rural Development.
- 4.3 A situational analysis of the state of Vocational Education and Training (VET) in agriculture, land reform and rural development in South Africa in terms of internal and external factors, capabilities and future prospects.

**TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO
DEVELOP NATIONAL EDUCATION AND TRAINING STRATEGY FOR AGRICULTURE,
LAND REFORM AND RURAL DEVELOPMENT, FOR A PERIOD OF 4 MONTHS**

4.4 A National Education and Training Strategy for Agriculture , Land Reform and Rural Development with clear strategic goals.

4.5 Consult the Department of Agriculture, Land Reform and Rural Development stakeholders during strategy development process to solicit inputs, which include, but not limited to:

Public entities, National Farmers' Organizations, Commodity Groups (Grain, Horticulture, Livestock, Wool, Sugar, Wine, Fuel), Industry CEO's, Non Profit Organisations, Organised Women, Organised Youth, Academic Institutions, Business Chambers, Agriculture Training Centres, Development Institutions, Department of Higher Education and Training, Line Function SETAs, South African Qualifications Authority (SAQA), Quality Council for Trades and Occupations (QCTO), The Council on Higher Education (CHE) and Training Units of Provincial Departments of Agriculture.

4.6 Consult stakeholders after strategy development to validate the strategy.

4.7 A 5-year Strategy Implementation Plan with clear strategic objectives, intervention, output indicators, implementation activities, possible funding sources and implementation partners.

4.8 Monitoring and Evaluation Framework for the Strategy.

NB: Payment will be aligned to the approved phases of the project and deliverables.

5. THE SERVICE PROVIDER WILL BE EXPECTED TO:

5.1. Have an inception meeting with the Chief Directorate: Sector Capacity Development 5 days after the appointment.

5.2. Develop a project plan

**TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO
DEVELOP NATIONAL EDUCATION AND TRAINING STRATEGY FOR AGRICULTURE,
LAND REFORM AND RURAL DEVELOPMENT, FOR A PERIOD OF 4 MONTHS**

- 5.3. Conduct literature review on the state of education and training in agriculture, land reform and rural development, including issues of:
 - 5.3.1. skills supply and demand
 - 5.3.2. transitioning of young people from Education and Training into economic activity,
 - 5.3.3. international best practices of education and training in agriculture, land reform and rural development,
 - 5.3.4. barriers and enablers related to education and training in agriculture, land reform and rural development.
- 5.4. Conduct a situational analysis of the state of Vocational Education and Training (VET) in agriculture, land reform and rural development in South Africa in terms of internal and external factors, capabilities and future prospects.
- 5.5. Develop the National Education and Training Strategy for Agriculture with clear strategic goals.
- 5.6. Consult stakeholders during strategy development process to solicit inputs which include, but not limited to:

Public entities, National Farmers' Organizations, Commodity Groups (Grain, Horticulture, Livestock, Wool, Sugar, Wine, Fuel), Industry CEO's, Non Profit Organisations, Organised Women, Organised Youth, Academic Institutions, Business Chambers, Agriculture Training Centres, Development Institutions, Department of Higher Education and Training, Line Function SETAs, South African Qualifications Authority (SAQA), Quality Council for Trades and Occupations (QCTO), The Council on Higher Education (CHE) and Training Units of Provincial Departments of Agriculture.
- 5.7. Consult stakeholders after strategy development to validate the strategy and consolidate inputs into the final strategy.

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO DEVELOP NATIONAL EDUCATION AND TRAINING STRATEGY FOR AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT, FOR A PERIOD OF 4 MONTHS

5.8. Develop 5-year Strategy Implementation Plan with clear strategic objectives, intervention, output indicators, implementation activities, possible funding sources and implementation partners.

5.9. Develop Monitoring and Evaluation Framework for the Strategy.

The Service provider will be expected to deliver the following milestones:

Phases	Activities	Milestone
Phase 1	<ul style="list-style-type: none"> • Develop Project Proposal and Project Plan and present to DALRRD • Generate and present literature review to DALRRD on the current state of education and training in agriculture, land reform and rural development, including issues of: <ul style="list-style-type: none"> ❖ skills supply and demand ❖ transitioning of young people from Education and Training into economic activity, ❖ international best practices of education and training in agriculture, land reform and rural development, ❖ barriers and enablers related to education and training in agriculture, land reform and rural development. ❖ Conduct a situational analysis of the state of Vocational Education and Training (VET) in agriculture, land reform and rural development in South Africa in terms of internal and external factors, capabilities and future prospects. 	1 month

**TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO
DEVELOP NATIONAL EDUCATION AND TRAINING STRATEGY FOR AGRICULTURE,
LAND REFORM AND RURAL DEVELOPMENT, FOR A PERIOD OF 4 MONTHS**

Phase 2	<ul style="list-style-type: none"> • Consultations • Data collection and analysis • Development of the draft strategy and presentation to DALRRD 	2 months
Phase 3	<ul style="list-style-type: none"> • Validation of the draft Education and Training Strategy for Agriculture, Land Reform and Rural Development • Presentation and Hand over of the final strategy to DALRRD (Electronic and hard copies of National Education and Training Strategy for Agriculture and Land Reform) 	1 month

6. TIME FRAME

It is envisaged that the project will be completed within four months from the date of appointment.

7. PROJECT MANAGEMENT

7.1 The Project Sponsor: Deputy Director-General: Food Security and Agrarian Reform

7.2 Project Manager: Chief Director: Sector Capacity Development

7.3 Project Co-ordinator: Deputy Director: Policy Support and Tertiary Education

7.4 A Service Level Agreement to be entered into by both parties shall form the basis of managing the contract.

8. REQUIRED EXPERTISE OF THE SERVICE PROVIDER

The service provider should have the following:

8.1 Extensive proven record in research and developing sectoral strategies

**TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO
DEVELOP NATIONAL EDUCATION AND TRAINING STRATEGY FOR AGRICULTURE,
LAND REFORM AND RURAL DEVELOPMENT, FOR A PERIOD OF 4 MONTHS**

- 8.2 Portfolio of Evidence of similar work conducted and completed with contactable references.
- 8.3 Understanding of the Agriculture Education and Training Landscape in South Africa.
- 8.4 Understanding of the Vocational Agriculture Education and Training Landscape in South Africa.
- 8.5 Good report writing and research skills

9. REQUIREMENTS FOR SUBMISSION OF THE PROPOSAL

The appointed service provider is required to:

- 9.1 Submit a company profile that highlights capabilities to conduct research and develop sectoral strategies.
- 9.2 Demonstrate appropriate knowledge and experience in carrying out services of similar nature.
- 9.3 Attach a full Curriculum Vitae of all team members who are qualified and experienced in conducting the study.
- 9.4 Provide a Project Plan that outlines the phases of the Project and timelines to complete the Project within four months.

10. MANDATORY REQUIREMENTS

Failure to adhere to the following conditions will disqualify the bidder's proposal:

- 10.1 Resolution authorizing a particular person to sign the bid documents (Full completion and signing of LA 1.6 or resolution on company letter head).

**TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO
DEVELOP NATIONAL EDUCATION AND TRAINING STRATEGY FOR AGRICULTURE
LAND REFORM AND RURAL DEVELOPMENT, FOR A PERIOD OF 4 MONTHS**

11. METHOD OF PAYMENT

- 11.1 Payment will be made in tranches in respect of approved phases of the project and deliverables required above subject to detailed invoices as verified by the Deputy Director: Financial and Administrative Support in the Office of DDG: Corporate Support Services.
- 11.2 Financial penalties will be imposed for agreed upon milestones, targets, deadlines not met without providing timely notification all such delays and the reasons for the delays.
- 11.3 Original invoices as per approved phases of the project and deliverables that substantiate all costs must be provided. The invoices should include the Department's order number that will be provided to the selected service provider upon acceptance of the bid.
- 11.4 Invoices must be sent to:
- | | | |
|-----------------------------|----|-----------------------------|
| Physical Address: | OR | Postal Address: |
| Ellen Ndhlovu | | Ellen Ndhlovu |
| Assistant Director: Payment | | Assistant Director: Payment |
| 184 Jeff Masemola Street, | | Private Bag x833 |
| Office number 14K, | | PRETORIA |
| Old Building, | | 0001 |
| PRETORIA, 0001 | | |

12. ADMINISTRATIVE ISSUES

13.1 Persons assigned to the project

The persons proposed for use on the project shall be identified at the outset and remains in use on the project unless prior written permission is granted by the Department to change the staffing proposal. Such permission will only be granted in exceptional cases.

**TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO
DEVELOP NATIONAL EDUCATION AND TRAINING STRATEGY FOR AGRICULTURE,
LAND REFORM AND RURAL DEVELOPMENT, FOR A PERIOD OF 4 MONTHS**

13.2 Use of Material and Information

No material or information derived from the provision of the services under the contract may be used for any purposes other than those of the Department, except where authorised in writing to do so.

13.3 Subsistence and Travel Expenses

The quoted prize must be inclusive of professional fees, transport and accommodation expenses.

13. CONFIDENTIALITY CLAUSE

The service provider is expected to sign a confidentiality agreement and agrees to keep all records confidential and not to disclose such records to any third party without the Department's consent.

14. DOMICILE

The Department chooses as its *domicilium citandi et executandi* the serving of any notices and legal documents the following physical address:

The Director-General
Department of Agriculture, Land Reform and Rural Development
20 Steve Biko Street
Arcadia
PRETORIA

15. EVALUATION CRITERIA

This bid shall be evaluation in two stages. On first stage bids will be evaluated on functionality and on second stage in accordance with 80/20 preference points system as stipulated below:

**TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO
DEVELOP NATIONAL EDUCATION AND TRAINING STRATEGY FOR AGRICULTURE
LAND REFORM AND RURAL DEVELOPMENT, FOR A PERIOD OF 4 MONTHS**

15.1 First Stage-Evaluation of Functionality

The evaluation of the functionality will be evaluated individually by Members of Bid Evaluation Committee in accordance with the below functionality, criteria and values.

The applicable values that will be utilized when scoring each criterion ranges from 1 being poor, 2 being average, 3 being good, 4 being very good and 5 being excellent.

EVALUATION CRITERIA	APPLICATION	WEIGHTS
ABILITY	<p>A company must have similar experience <i>in research and/or developing sectoral strategies.</i> (Attach Minimum three Completion Certificates/ references for similar projects undertaken (Completion certificate / reference letters must briefly describe the type of services provided for them and must be on the clients' official letterheads and it must be duly signed.</p> <ol style="list-style-type: none"> <i>i. One or no successful completion certificate/ reference letters duly signed — Poor (1)</i> <i>ii. Two successful completion certificates/ reference letters duly signed. — Average (2)</i> <i>iii. Three successful completion certificates/ reference letters duly signed — Good (3)</i> <i>iv. Four successful completion certificates/ reference letters duly signed — Very Good (4)</i> <i>v. Five or more successful completion</i> 	35

**TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO
DEVELOP NATIONAL EDUCATION AND TRAINING STRATEGY FOR AGRICULTURE,
LAND REFORM AND RURAL DEVELOPMENT, FOR A PERIOD OF 4 MONTHS**

<ul style="list-style-type: none"> • Experience • Competency • Track record 	<i>certificates/ reference letters duly signed —</i> Excellent (5)	
	<p>The Team Leader must possess a minimum of Masters Degree and a minimum of 5-years' experience in resaerch and/or developing sectoral strategies. Attach CV together with certified copies of educational qualifications.</p> <ul style="list-style-type: none"> • <i>Team Leader with minimum Masters Degree, and with 0-2 years' experience experience in research and/or developing sectoral strategies- Poor (1)</i> • <i>Team Leader with minimum Masters Dereee, and with more than 2 to less than 5 years' experience in research and/or developing sectoral strategies- Average (2)</i> • <i>Team Leader with minimum Masters Degree , and with 5 years' experience in research and/or developing sectoral strategies- Good (3)</i> • <i>Team Leader with minimum Masters Degree , and with more than 5 and less than 7 years' experience experience in research and/or developing sectoral strategies, including research in agriculture and/or land reform - Very Good (4)</i> • <i>Team Leader with minimum Masters Degree , and with more than 7 years' experience in research and/or developing sectoral strategies, including research in agriculture and/or land reform - Excellent (5)</i> <p>NB: resources must remain the same for the</p>	<p align="center">30</p>

**TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO
DEVELOP NATIONAL EDUCATION AND TRAINING STRATEGY FOR AGRICULTURE,
LAND REFORM AND RURAL DEVELOPMENT, FOR A PERIOD OF 4 MONTHS**

	<i>duration of the project, a change of resources must be done in consultation with DALRRD where a replacement of similar or more experience will be approved.</i>	
Project Methodology	<ul style="list-style-type: none"> • Proposed methodology • Quality of work plan • Project Schedule/ Plan • Project deliverables linked to the phases of the project <p>- Appropriateness of proposed approach and methodology. The degree to which the methodology proposed is sound, professional, realistic and logical. Method and clarity regarding the final outputs of the project</p> <p>- Proposed Project Management linked to the milestone and timeframe;</p> <ul style="list-style-type: none"> • <i>Proposed approach does not outline the requirements as specified in the ToR. —Poor (1)</i> • <i>Proposed approach inadequately and poorly addresses requirements in the ToR. —Average (2)</i> • <i>Proposed approach adequately specified all requirements in the ToR and is acceptable for implementation—Good (3)</i> • <i>Proposed approach specifies the way the project will be delivered and indicate additional value adds. —Very Good (4)</i> • <i>Proposed approach exceptionally specifies the</i> 	35

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO DEVELOP NATIONAL EDUCATION AND TRAINING STRATEGY FOR AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT, FOR A PERIOD OF 4 MONTHS

	<i>way the project will be delivered and indicate additional value adds. —Excellent (5)</i>	
TOTAL POINTS		100

Bidders who fail to achieve a minimum of 60 points out of 100 points for functionality will be disqualified. This means that such bids will not be evaluated on the second stage (Preference Points System).

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

Only bids that achieve the minimum qualifying score for functionality will be evaluated further in accordance with the 80/20 preference points system.

15.3 Calculation of points for price

The PPPFA prescribes that the lowest acceptable bid will score 80 points for price. Bidders that quoted higher prices will score lower points for price on a pro-rata basis.

15.3.1. When calculating prices:

15.3.1.1 Unconditional discounts must be taken into account for evaluation purposes; and

15.3.1.2 Conditional discounts must not be taken into account for evaluation purposes but should be implemented when payment is affected.

The formulae to be utilized in calculating points scored for price are as follows:

80/20 Preference point system [(for acquisition of goods or services for a Rand value equal to or above R30 000 and up to R50 million) (all applicable taxes included)]

Where

P_s = Points scored for price of tender under consideration

P_t = Price of tender under consideration

P_{min} = Price of lowest acceptable tender.

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO DEVELOP NATIONAL EDUCATION AND TRAINING STRATEGY FOR AGRICULTURE LAND REFORM AND RURAL DEVELOPMENT, FOR A PERIOD OF 4 MONTHS

15.4 Calculating of points for B-BBEE status level of contribution

Points must be awarded to a bidder for attaining the B-BBEE status level. Points for B-BBEE Status level of contributor must be awarded in accordance with the table below:

B-BBEE Status Level of Contributor	Number of Points
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

15.5 Calculation of total points scored for price and B-BBEE status level of contributor

The points scored for price must be added to the points scored for B-BBEE status level of contributor to obtain the bidder's total points scored out of 100.

16. GENERAL CONDITIONS OF CONTRACT

The General Conditions of Contracts apply and the Department reserves the right not to award the contract.

17. TERMS AND CONDITIONS

17.1 Awarding of the bid will be subject to the service provider's express acceptance of the DALRRD Supply Chain Management's general contract conditions. The DALRRD and Service Provider will sign a Services Level

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO DEVELOP NATIONAL EDUCATION AND TRAINING STRATEGY FOR AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT, FOR A PERIOD OF 4 MONTHS

Agreement upon appointment.

17.2 The service provider should commence with the project within 5 days after receiving the letter of appointment and the service level agreement signed.

17.3 During the execution of the project, the service provider is required to give reports on the progress of the project. It is the responsibility of the service provider to organise the progress report meetings and have one of their representatives assigned to taking minutes and circulating them to the steering committee members.

17.4 Any deviation from the project plan should be put in writing and signed by the project manager.

17.5 Any suggestions during the progress meetings, once accepted by both parties, shall form part of the contract.

17.6 Payments will be on work-completed basis i.e. on set milestones as per the project plan.

17.7 When DALRRD accepts the final product, the appointed service provider will be liable to correct errors and fill gaps that may be discovered in the data/project, at no charge to DALRRD. This condition will apply for a period of one month from the day the project was completed and submitted to DALRRD.

18. OPT-OUTCLAUSE

18.1 The Department of Agriculture, Land Reform and Rural Development reserves the right not to appoint if suitable candidates are not found, at the complete discretion of the Department.

18.2 The department reserves the right to terminate the contract in the event that there is clear evidence of non-performance.

**TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO
DEVELOP NATIONAL EDUCATION AND TRAINING STRATEGY FOR AGRICULTURE,
LAND REFORM AND RURAL DEVELOPMENT, FOR A PERIOD OF 4 MONTHS**

18.3 The DALRRD and the Service Provider will sign a Service Level Agreement (SLA) upon appointment. Such SLA will include the following:

1. Period of agreement
2. Project objectives and scope
3. Project Plan and Project Plan Management
4. Budget
5. Cost and fee payment
6. Method of Communication
7. Reporting Relationship
8. Deliverables and terms of deliverables
9. Reviews
10. Uncompleted work
11. Confidentiality
12. Disputes
13. Financial penalties and termination of contract

19. TRAVEL AND ACCOMODATION

The quoted prize must be inclusive of professional fees, transport and accommodation expenses.

20. ENQUIRIES

20.1 TECHNICAL ENQUIRIES

For technical enquiries, please contact:

Mr. Mr. G Mathye

Tel: (012) 319 7902,

E-mail: GeorgeMA@Dalrrd.gov.za

**TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO
DEVELOP NATIONAL EDUCATION AND TRAINING STRATEGY FOR AGRICULTURE,
LAND REFORM AND RURAL DEVELOPMENT, FOR A PERIOD OF 4 MONTHS**

20.2 SCM ENQUIRIES

Supply chain management enquiries, please contact:

Mr K Ntsoane

Telephone: (012) 312 9448

E-mail: Kopano.Ntsoane@dalrrd.gov.za

21. PUBLICATION

- 14 days advertisement.
- Quotation
- No briefing session

22. APPROVAL

These Terms of Reference have been checked and approved as follows:



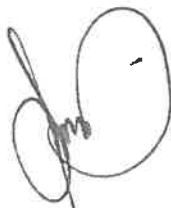
MS LBOGANG BOTSHELENG

CHAIRPERSON OF BID SPECIFICATION AND EVALUATION COMMITTEE

DATE: 25.01.2022

**TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO
DEVELOP NATIONAL EDUCATION AND TRAINING STRATEGY FOR AGRICULTURE,
LAND REFORM AND RURAL DEVELOPMENT, FOR A PERIOD OF 4 MONTHS**

ENDORSED / NOT ~~ENDORSED~~



MS SINAH TSHELANE

DEPUTY DIRECTOR: DEMAND MANAGEMENT

DATE: 27/01/2022

Name of Bidder:

DALRRD 2021-2022

PRICE SCHEDULE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO DEVELOP THE NATIONAL EDUCATION AND TRAINING STRATEGY FOR AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT, FOR A PERIOD OF 4 MONTHS [SBD 3.3]

PRIVATE BAG X 833
PRETORIA
0001

Bid related enquiries

SUPPLY CHAIN ENQUIRIES

Mr. Kopano Ntsoane

Assistant Director : Quotations

Directorate : Demand and Acquisition Management Services

Contact Number : 012 312 9448

Email : kopano.ntsoane@dalrrd.gov.za

TECHNICAL ENQUIRIES

For technical enquiries, please contact:

Mr. Mr. G Mathye

Tel: (012) 319 7902,

E-mail: GeorgeMA@Dalrrd.gov.za

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

Name of Bidder:

DALRRD 2021-2022

PRICES SCHEDULE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO DEVELOP THE NATIONAL EDUCATION AND TRAINING STRATEGY FOR AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT, FOR A PERIOD OF 4 MONTHS [SBD 3.3]

- The accompanying information must be used for the formulation of proposals.
- Bidders are required to indicate rates based on the total cost to the department for completion of each stage and including Expenses for the project.

TOTAL BID PRICE (INCLUSIVE OF VAT)

R.....

3. Training

PHASES	% PAYABLE	TIMEFRAMES	SUBMISSION/ OUTPUT	Total
PHASE 1 Inception phase	20%	1 month	PROJECT PROPOSAL PROJECT PLAN LITERATURE REVIEW	R.....
PHASE 2 Consultations Data Collection and analysis Draft strategy development	50%	2 months	DRAFT STRATEGY AND ITS PRESENTATION TO DALRRD	R.....
PHASE 3 Strategy validation, Final Presentation and Approval	15%	1 month	FINAL STRATEGY PRESENTATION TO STAKEHOLDERS AND DALRRD CLOSING	R.....
Retention	15%			R.....
Total	100%	4 months		
SUB- TOTAL (Excluding Vat)				R.....
15% Vat				R.....
TOTAL(Inclusive of VAT)				R.....

NB: The total cost of the project should be inclusive of all cost related: - transport, accommodation, etc.

Any enquiries regarding bidding procedures may be directed to the –

DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT

Bid Initials

Bid's Signature.....

Date:.....

DALRRD 2021-2022

**PRICING SCHEDULE FOR THE
APPOINTMENT OF A SERVICE
PROVIDER TO DEVELOP THE
NATIONAL EDUCATION AND
TRAINING STRATEGY FOR
AGRICULTURE, LAND REFORM AND
RURAL DEVELOPMENT, FOR A
PERIOD OF 4 MONTHS**

PRICING SCHEDULE**(Professional Services)**

NAME OF BIDDER:BID NO.:

CLOSING TIME

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

ITEM NO TAX	DESCRIPTION	BID PRICE IN RSA CURRENCY INCLUSIVE OF <u>VALUE ADDED</u>
-------------------	-------------	--

Bid Initials

Bid's Signature.....

Date:.....

Annexure A

GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT July 2010

NOTES

The purpose of this document is to:

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

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

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

TABLE OF CLAUSES

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

General Conditions of Contract

1. Definitions

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

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

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

security

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

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

**8. Inspections,
tests and
analyses**

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

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

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

9. Packing

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

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

10. Delivery and documents

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

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

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

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

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

14. Spare parts

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

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

15. Warranty

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

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

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

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

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

may have against the supplier under the contract.

16. Payment

- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily

available.

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

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

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

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

**25. Force
Majeure**

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

**26. Termination
for insolvency**

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

**27. Settlement of
Disputes**

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

**28. Limitation of
liability**

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

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

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

Js General Conditions of Contract (revised July 2010)