EXPRESSION OF INTEREST:

POTENTIAL BIDDERS ARE REQUIRED TO NOTIFY THE LAND BANK SUPPLY CHAIN DEPARTMENT OF THEIR INTENTION TO TENDER FOR THE ABOVE MENTIONED TENDER
NOTIFICATION OF INTENT TO BID FOR THIS TENDER WILL ALLOW THE SUPPLY CHAIN DEPARTMENT TO SHARE CRITICAL INFORMATION DURING THE DURATION OF THE TENDER AND THE TENDER SUBMISSION LINK
POTENTIAL BIDDERS ARE TO SUBMIT THE FOLLOWING DETAILS VIA E-MAIL TO NMAHARAJ@LANDBANK.CO.ZA
NAME OF COMPANY:
CONTACT PERSON(S):
PHONE:
E-MAIL ADDRESS:

REQUEST FOR PROPOSAL

REQUEST FOR PROPOSALS FOR A SUITABLE SERVICE PROVIDER TO PROVIDE FLEET VEHICLES TO ITS HEAD OFFICE AND BRANCH NETWORK ACROSS THE VARIOUS PROVINCES

T19/11/21

The Land and Agricultural
Development Bank of South Africa

P O Box 375 Pretoria 0001
Block D Eco Glades 2 Office Park, 420 Witch
Hazel Avenue Eco Park CENTURION
Telephone (012) 686 0500 Toll-free
0800 00 52 59
E-mail address: info@landbank.co.za Web
address: www.landbank.co.za
**Registered credit provider: Reg
number NCRCP18**

Directors: Mr MA Moloto (Chairperson), Ms DR Hlatshwayo (Deputy Chairperson),
Ms SA Lund, Ms ME Makgatho, Dr ST Cornelius, Mr MS Makgoba, Mr AC Kanana (Chief Executive Officer),
Ms KH Mukhari (Chief Financial Officer) and Mr MK Mzaidume (Company Secretary)

LAND BANK
We stand by you

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1. INVITATION TO TENDER

Tender Number	T19/11/21
Title of this RFP	REQUEST FOR PROPOSALS FOR A SUITABLE SERVICE PROVIDER TO PROVIDE FLEET VEHICLES TO ITS HEAD OFFICE AND BRANCH NETWORK ACROSS THE VARIOUS PROVINCES
Issue Date	18 November 2021
RFP Closing Time & Date	03 December 2021, 11H00
Delivery Address	Land Bank Head Office, Tender Box
	Block D Eco Glades 2 Office Park
	Cnr Witch Hazel Avenue and Olievenhoutbosch Road
	420 Witch Hazel Avenue
	Eco Park Centurion
Originals to be submitted	1 Original proposal
Copies to be submitted	**1 soft copy (USB)**
Tender Validity Period	120 business days from the closing date

2. OVERVIEW OF LAND BANK

Established in 1912 to promote agricultural and rural development, the Land Bank provides production, instalment sale finance, and medium-term or mortgage loans to emerging and commercial farmers. From time to time, the Bank also administers other government programmes, such as drought relief schemes and flood assistance. The Land Bank is wholly-owned by the South African government, and is in turn the sole shareholder of LBIC and LBLIC, which provide insurance products in the agricultural sector.

The Bank's objectives flow from the Land Bank Act, No. 15 of 2002, and are aligned with government policies and the country's socio-economic needs. The Bank is expected to play a pivotal role in advancing agriculture and rural development. Its broad mandate, as expressed in the Land Bank Act, covers 11 objectives:

- Equitable ownership of agricultural land, in particular increasing the ownership of agricultural land by historically disadvantaged persons
- Agrarian reform, land redistribution or development programmes aimed at historically disadvantaged persons
- Land access for agricultural purposes
- Agricultural entrepreneurship
- Removal of the legacy of racial and gender discrimination in agriculture
- Enhancing productivity, profitability, investment and innovation
- Growth of the agricultural sector and better use of land
- Environmental sustainability of land and related natural resources
- Rural development and job creation
- Commercial agriculture
- Food security

Land Bank is committed to contributing to socio-economic transformation in South Africa and will therefore be contributing to the Preference System of all suppliers who are complaint to the Broad–Based Black Economic Empowerment Act no.53 of 2003 and the Preferential Procurement Policy Framework Act no.5 of 2011

3. BACKGROUND AND SCOPE OF WORK

BACKGROUND

The Land and Agricultural Development Bank of South Africa (the Land Bank Group) requires the services of a suitable service provider that is competent to provide fleet vehicles to its Head Office and branch network across the various provinces *(Branch network attached below).*

BUSINESS DRIVERS

The Land Bank as a development finance institution operates within an environment where keeping contact with the clients is a major success factor. This necessitates the availability of a reliable, comfortable and cost efficient fleet as a business enabler.

The Bank is also committed to environmental and social sustainable employment and business practices that necessitate the monitoring of the carbon footprint emanating from its operations.

FLEET CATEGORIES AND SERVICES

The Bank requires the following categories of vehicles (*please provide three different options with pricing*) and services:

a) Group/Class B 5 door Sedans – 1.2 to 1.6 litres, Anti smash and grab, tow bar

b) Double Cabs/Extended Cabs diesel, with power steering, radio/cd, blue tooth capabilities, Anti smash and grab, diff/lock, Tonneau covers, tow bars, all-road tyres

c) Group/Class G or H premium sedan 2.0 litre or higher engine capacity, Anti smash and grab

d) Fleet Management/Tracking System (web based)

e) Fleet Card solution

f) 3 YR/100 000km Full Maintenance Lease

Fleet requirements:

LAND BANK OFFICE	DOUBLE CAB	SEDAN	Luxury/Premium Sedan
Bethlehem	1		
Ermelo	1		
Kroonstad	1		
Lichtenburg	1		
Polokwane	3		
Nelspruit	3		
Pretoria	2		
Rustenburg	0		
Tzaneen	1		
Vryburg	3		
Vryheid	0		
Beaufort West	1		
Bloemfontein	3		

Vredendal	1		
Cradock	1		
East London	3		
George	1		
Port Elizabeth	1		
Upington	3		
Worcester	1		
Cape Town	3		
LBIC	2		
Pietermaritzburg	3		
Douglas	1		
Head Office	5	1	1
TOTAL	**45**	**1**	**1**

Land Bank reserves the right to adjust the number of vehicles leased

TECHNICAL EVALUATION
TECHNICAL EVALAUTION CRITERIA
TECHNICAL EVALUATION GUIDELINES:

Bidders must score at least 70 out of 100 Points in total for the <u>technical proposal evaluation</u> in order to proceed to the financial offer and preference evaluation.

CRITERIA	**WEIGHTING**
Providing Vehicles options for all categories at all branches	20
Experience in motor vehicle leasing/similar project a. 0 – 5 years - (05) b. 6 – 10 years - (20) c. 10 years and above - (30)	30
Tracking/Fleet Management System including Proactive Fleet Maintenance and fines administration	20
References letters (minimum 3)	10
Maintenance Planning Proposal	10
Additional Extras/Value Add services	10
Total	100

PRICE SCHEDULES

Pricing schedule should include:

a) Three different options with pricing for each type of vehicle
b) Monthly rental price per vehicle, per branch
c) Extras should be quoted as separate line items
d) CO_2 emission for the various class of vehicle options
e) Vehicle tracking
f) Fleet Management/Monitoring
g) Fines Management

CONFIDENTIALITY

The bidder will be required to sign a confidentiality agreement to ensure that the Bank data and information is managed confidentially.

TENURE OF BIDDER

The services will be required to run concurrently and be completed within 30 business days from date of appointment.

MISCELLANEOUS

The Bank reserves the right, in its sole and absolute discretion to amend these terms of reference as required from time to time. Such revised terms of reference will be shared with the Panel members for their review and acknowledgement.

4. PREFERENCE AND FINANCIAL EVALUATION

Phase 2: PRICE AND B-BBEE

This phase is the final stage in the evaluation process and only successful bidders that have met the minimum requirements in the functionality phase will be considered. In this phase only price and B-BBEE will be considered. To qualify for B-BBEE points a valid B-BBEE certificate needs to be submitted with this bid.

Land Bank will evaluate all tenders in terms of Preferential Procurement Policy Framework Act No 2000 of 2017 (PPPFA). The scoring methodology will apply. A copy of the PPPFA regulations can be downloaded from www.treasury.gov.za

The 80/20 preference point system will be utilised for this tender

Bidders are required to complete Annexure I SBD 6.1 in full to ensure all BBBEE and sub-contracting information are submitted at the time of the bid closing

5. COSTING

Bidders must submit a detailed and signed Pricing Schedule.

All pricing shown must EXCLUDE VAT, with the VAT components being shown separately on all costed/priced items/services.

All pricing assumptions, excluded costs and estimated costs must be clearly documented.

Land Bank will not entertain any price adjustments for it assumes that the pricing document as supplied is complete and covers all costs associated with these services.

Bidders are required to provide a comprehensive price schedule taking into account all resources and outputs to be achieved. Please note that on the electronic submission, the price schedule will need to be a soft copy excel sheet. (Annexure N)

6. TERMS OF CONTRACT

Before the tender will be awarded, the successful tenderer will be required to enter into a service level agreement (SLA) with the Land Bank. The SLA will form the contractual basis for the delivery of the service as well as how performance will be measured and will include the General Conditions of Contract.

7. GENERAL MANDATORY CONDITIONS

Responses must be concise outlining a detailed cost structure. All tenderers responding to this request for Proposals must provide the following statutory compliance documentation in order to be considered:

- Completed Vendor Accreditation Form
- Proof of registration to the Central Supplier Database (CSD)
- Cancelled cheque and/or stamped letter from the Bank
- All Supplier information and declaration of Interest forms must be properly completed, signed and stamped by a Commissioner of Oaths

- Any false declaration of information will result in the exclusion of the proposal from consideration
- Bidders to submit a tax compliance status (TCS) pin issued by SARS along with a valid tax clearance certificate
- A BEE certificate from a SANAS accredited rating agency or Affidavit substantiating the bidders B-BBEE rating
- Certified copy of Identity Documents of Shareholders/Directors
- In the case of Consortium or Joint Venture, bidders are required to provide copies of signed agreements stipulating the work split
- The Land Bank may invite bidders for an oral interview prior to the approval of a bid. Land Bank will not be liable for the costs incurred by the tenderer in connection with such interview.

8. SUBMISSION REQUIREMENTS

Any service provider requiring clarification on any matter whatsoever, including questions relating to the specifications required of the service provider to perform this project or the tender and evaluation process must do so via e-mail and address such request to nmaharaj@landbank.co.za.

Proposals may be deposited in or couriered to the tender box at the reception area of Land Bank Head Office, Block D, Eco Glades 2 Office Park, Corner of Witch Hazel Avenue and Olievenhoutbosch Road, Eco Park, Centurion on or before **03 December 2021, 11:00am**.

9. FICA AND COMPLIANCE CHECKS

Land Bank, in its capacity as an accountable institution, has a duty to verify the identity of all its clients in compliance with the Financial Intelligence Centre Act No 38 of 2001 (FICA).

The Land Bank shall thus conduct a comprehensive PEP screening on the successful bidder and therefore requests all bidders to submit the Know Your Customer (KYC) documents as listed in Annexure D of this RFP document.

10. TERMS OF CONTRACT

Before the tender will be awarded and before the commencement of any work, the successful tenderer will enter into a Service Level Agreement with the Land Bank which will form the contractual basis for the delivery of the services as well as how performance will be measured and will include the General Conditions of the Contract.

The Service Provider will not proceed with any work, tasks or requests without being in possession of a duly signed Service Level Agreement or any other form of agreement, letter of intent, communicated to the Service Provider from the Land bank Procurement Department.

Should the Service Provider commence with any work without a signed Service Level Agreement, the Service Provider will be doing so solely at their own risk and Land Bank will not be liable or be under any obligations whatsoever.

11. Protection of Personal Information

In submitting any information or documentation requested above or any other information that may be requested pursuant to this RFP, you are consenting to the processing by Land Bank or its stakeholders of your personal information and all other personal information contained therein, as contemplated in the Protection of Personal Information Act, No.4 of 2013 and Regulations promulgated thereunder ("POPI Act"). You also consent that any information, either written or verbal, may be made available to third parties strictly for the purpose of oversight to this tenders' appointment. Further, you declare that you have obtained all consents required by the POPI Act or any other law applicable. Thus, you hereby indemnify Land Bank against any civil or criminal action, administrative fine or other penalty or loss that may arise because of the processing of any personal information that you submit.

LAND BANK
We stand by you

SUGGESTED COMPILATION OF BIDS

PLEASE ENSURE THAT THE SEPARATE ANNEXURES/FILES ARE NAMED ACCORDINGLY ON YOUR USB AND HARD COPY SUBMISSION

Name of Firm	
CSD Registration Number	
Contact Person	
Contact Number	
Physical Address	
E-mail Address	
Administrative	
Annexure A: Vendor Accreditation Form	
Annexure B: Declaration of Interest Form	
Annexure C: Covenant of Integrity Declaration	
Annexure D: Land Bank FICA requirements	
Annexure E: Terms and Conditions	
Annexure F: Service Provider Agreement *This is included for informative purposes and does not need to be completed. *Successful bidder(s) will enter into the service provider agreement attached in this RFP, with the addition of their proposed financial submission, services, time lines, etc.	
Annexure G: Bribery & Corruption Declaration	
Annexure H: SBD 1 Tax Compliance	
Annexure I : SBD 6.1 Preference Points Claim Form In Terms Of The Preferential Procurement Regulations 2011	
Annexure J: Valid BBBEE Certificate or Affidavit	
Annexure K: Tax compliance status (TCS) pin issued by SARS along with a valid tax clearance certificate	
Annexure L: Cancelled cheque and/or stamped letter from the bank confirming banking details	
Annexure M: National Treasury's CSD Proof of registration	
Annexure N: Financial Proposal (In Microsoft Excel)	
Technical and Qualifying Criteria	
Annexure O: Providing Vehicles options for all categories at all branches	
Annexure P: Experience in motor vehicle leasing/similar project	
Annexure Q: Tracking/Fleet Management System including Proactive Fleet Maintenance and fines administration	
Annexure R: Reference letters	
Annexure S: Maintenance Planning Proposal	
Annexure T: Additional Extras/Value Add services	

ANNEXURE A

Vendor information sheet

SAP Registration number

1. Registration name of company

2. Company registration number

3. VAT number

4. Company details

Street address		Postal address	
Building/complex		PO Box	
Street name		City	
Suburb		Code	
City		Suburb	
Code			
Telephone no		**Contact person**	
Fax no		**Direct Tel**	
E-mail		**Direct Fax**	

5. Payment terms

6. Payment must be made in (currency)

7. Bank detail — Please attach banking details on an original letterhead signed by CEO/Director/s appearing on the letterhead.

Bank name _____ Branch _____
Type of account _____ (eg. Current account; Cheque account, Savings account, e.t.c)
Account number _____ Branch code _____

8. Contact person for Account queries — Name Ms. Jeanette Raphalalani

Cell no _____ Tel no (+27 12) 686 0848
E-mail njraphala@landbank.co.za Fax no _____

9. How much is the company's annual turnover? : R

10. Share holding - (Please list Share holders with their % of share holding)

Title	Name	Identity number	Race	% share holding

11. Business indicator - mark with (**X**) in the bracket

HDP - Historically Disadvantaged Persons ( )
EXB - Existing business ( )
INT - International business ( )
JVB - Joint venture business ( )

12. Additional

List the commodities / service that you currently supply to Land Bank

Currently providing	Can provide

I the undersigned, confirm that the information provided on this vendor information sheet is accurate and contains no misrepresentations or omissions, and is based on current information known to me. I also undertake to immediately inform the Land Bank of any changes to the above furnished information. The Land Bank is hereby allowed to verify any of the details provided.

Name _____ Signature _____

Designation _____ Date _____

FOR OFFICE USE ONLY (LAND BANK)

Procurement Department

Name & Signature _____ Date: _____

ANNEXURE B

DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state[1], 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.

2. **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, shareholder)……..

   2.4 Company Registration Number:…….

   2.5 Tax Reference Number:……

   2.6 VAT Registration Number: ……....

   2.6.1 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**

2.7.1 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:

……

……

……

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

2.7.2.1 If yes, did you attached proof of such authority to the bid **YES / NO**

document?

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

2.7.2.2 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, **YES/NO**

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?

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**

2.11.1If so, furnish particulars:

……

……

……

3 Full details of directors / trustees / members / shareholders.

Full Name	**Identity Number**	**Personal Tax Reference Number**	**State Employee Number / Persal Number**

4 DECLARATION

I, THE UNDERSIGNED (NAME)……

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

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 23 OF THE GENERAL CONDITIONS OF CONTRACT

SHOULD THIS DECLARATION PROVE TO BE FALSE.

Signature_____

Date…

Position _____

Name of bidder__

ANNEXURE C

CONVENANT OF INTERGRITY

I, the undersigned,

_____

(Full Names)

do hereby make oath and state as follows:

1. I am:

   1.1. an adult male/female aged _____;

   1.2. presently employed as/carrying on business as _____ situated at _____.

2. The facts stated herein are both true and correct and within my personal knowledge and belief unless otherwise stated.

3. I hereby confirm that:

   3.1. I am duly authorised to depose to this affidavit;

   3.2. neither myself nor anyone acting on behalf of the tenderer is, or will be, engaged in any Prohibited Practice as defined in 4 below in connection in respect of any tendering process or in the provision of services and/or goods;

   3.3. I will immediately inform Land bank of any instance of any such Prohibited Practice which comes to my attention and/or the attention of the tenderer and/or its employees or agents concerning the following;

      3.3.1. if any of the tenderer's directors, employees or agents has been convicted in any court for any offence involving a Prohibited Practice in connection with any tendering process and/or the provision of goods or services during the 5 (five) years immediately preceding the date of this affidavit; and/or

      3.3.2. if any of the tenderer's directors, employees or agents is dismissed or resigns from the tenderer's employment on grounds of being implicated in any Prohibited Practice.

3.4. I will provide Land Bank with full details of such conviction, dismissal or resignation and the measures taken to ensure that neither the tenderer nor any of its directors, employees or agents commits any Prohibited Practice in future.

3.5. In the event that the tenderer is awarded any business by land bank, the tenderer grants Land bank or its employees and/or agents the right of inspection of its records. The tenderer shall preserve such records in accordance with applicable law but in any case for at least 3 (three) years after conclusion of each transaction contemplated under the Request for Tender.

4. I acknowledge that for all purposes under this affidavit, the following terms and/or expressions below shall bear the meanings set out hereunder:

4.1. "Corrupt Practice" means the offering, giving or promising of any improper advantage to influence the action of a Public Official, or the threatening of injury to his person, employment, property, rights or reputation, in connection with any procurement process or in the execution of any contract in order that any person may obtain or retain business improperly or obtain any other improper advantage in the conduct of business;

4.2. "Fraudulent Practice" means a dishonest statement or act of concealment which is intended to, or tends to, improperly influence the procurement process or the execution of a contract to the detriment or potential detriment of land bank or is designed to establish tender prices at non-competitive levels and/or to deprive land bank of the benefits of fair and open competition, and includes collusive practices (whether before or after tender submission) among tenderers or between a tenderer and a consultant or any employees or agents of Land bank;

4.3. "Public Official" means any person holding a legislative, administrative, managerial, political or judicial post in any country, or exercising any public function in any country or a director or employee of a public authority or of a legal person controlled by a public authority of any country, or a director or official of a public international organisation; and

4.4. "Prohibited Practice" means an act that is either a Corrupt Practice or a Fraudulent Practice.

_____

DEPONENT

Thus done and signed at _____ on this the _____day of _____,

the Deponent having acknowledged that:

1. he/she knows and understands the contents of this declaration;

2. he/she has no objection to taking the prescribed oath; and

3. he/she considers the prescribed oath to be binding on his/her conscience.

Commissioner of Oaths Stamp	_____ COMMISSIONER OF OATHS _____ FULL NAMES _____ CAPACITY _____ BUSINESS ADDRESS

LAND BANK
We stand by you

ANNEXURE D

FICA REQUIREMENTS

Land Bank, in its capacity as an accountable institution, has a duty to verify the identity of all its clients in compliance with the Financial Intelligence Centre Act No 38 of 2001(FICA).

Know Your Customer (KYC) documents are required for each client transaction. The requirements for each entity type are listed below.

Individuals

- Green, bar-coded Identity document **(also used for PEPs/Sanctioned screening purposes)** if not available valid reason why identity document could not be provided together with a valid Passport or valid driver's licence
- Valid Passport (for foreign nationals)
- Proof of physical residential address
- Authority to act (if applicable): power of attorney / letter of appointment from the court and Identity document, physical residential address and contact details of persons authorised to act
- Birth certificate (for minors under 18 years) and proof of authority (where minor is assisted by legal guardian)

Unlisted Companies

South African

- Certificate of Incorporation (CM1 or CoR 15.1/CoR 14.1)
- Certified copy of Change of Name, if applicable (CM9 or CoR 9.1 or 2)
- Notice of Registered Office and Postal Address (CM22 or CoR 21)
- Current list of Directors (CM29 or CoR 39) **(also used for PEPs/Sanctioned screening purposes)**
- Authority to act: Directors' Resolution and/or Delegation of Authority
- In respect of the Principal Executive Officer, each Director, each Authorised person, and each shareholder holding more than 25% of the voting rights of the company:
    - Certified copy of the Identity document
    - residential address and contact details
- Proof of physical business address and trading/operating name
- **Beneficial ownership (warm body that owns the company) of the company. If the shareholder is another company, provide shareholder details and beneficial ownership. Process continues till we establish the ultimate beneficial owner. If the shareholder is a trust, the trust deed needs to be provided to identify and verify all trustees, founders and beneficiaries to the trust.**

Foreign

- Official Document of Incorporation (or CoR 17.1)
- Registration Certificate (CoR 17.3)
- If trading in RSA, documents for RSA unlisted companies

- Authority to act: Directors' Resolution
- Identity document/Passport, details of physical residential address and contact details of related parties and persons authorised to act **(also used for PEPs/Sanctioned screening purposes)**
- Proof of physical business address and trading/operating name

Listed Companies

- Registration Certificate (Registrar of Companies or equivalent regulator- foreign companies)
- Documentary evidence of listing (printout from the official website of the stock exchange on which the entity is listed is required)
- Authority to act: Directors' resolution
- Identity document proof of residence and contact details of persons authorised to act **(also used for PEPs/Sanctioned screening purposes)**

Close corporations (CC)

- Founding Statement and Certificate of Incorporation (CK1)
- Amended Founding Statement (CK2), (If applicable)
- Authority to act: Members' Resolution
- Identity document, physical residential address and contact details of each member, persons authorised to act and of the Person Exercising Executive control over the CC. **(also used for PEPs/Sanctioned screening purposes)**
- Proof of physical business address and trade name

Conversion of Close Corporation (If a Close Corporation converts to another entity type, the following forms are applicable)

- Form CoR 18.1 – Application to convert a Close Corporation
- Form CoR 18.3 – Registration Certificate

Trusts

- Trust Deed or other Founding Document
- A Foreign Trust: an official document reflecting appointment of Trustees issued by an authority in the country where the Trust is created
- Authority to act: Letter of Authority from the Master of the High Court and Trustees' Resolution
- Identity document, physical residential address and contact details of each trustee, each beneficiary, the founder and the persons authorised to act **(also used for PEPs/Sanctioned screening purposes)**
- Proof of registered address of Master of High Court (stamp on letter of authority)

Partnerships

- Partnership Agreement
- Authority to act: Partners' Resolution
- Identity document, physical residential address and contact details of all the partners and persons authorised to act and of the Person Exercising Executive control of the partnership **(also used for PEPs/Sanctioned screening purposes)**

Professional partnerships

- (Certain Partnerships consisting of more than (20) partners which are incorporated in terms of Section 30(2) of Company's Act 61 of 1963 which are recognized in terms of the relevant Government Gazettes examples are: Attorneys, Notaries and Conveyancers, Public Accountants and Auditors, Medical Practitioners, Pharmacists, Professional Engineers, Quantity Surveyors, Stockbrokers and Architect)
- Registration certificate (provide proof of registration of the partnership by a regulatory body)
- Partners Resolution (Authority to act)
- Identity document residential and contact details for Persons Authorised to Act and of the Person Exercising Executive control of the partnership **(also used for PEPs/Sanctioned screening purposes)**
- Proof of physical business address

PEPS

Politically exposed person or PEP is the term used for an individual who is or has in the past been entrusted with prominent public functions in a particular country. The principles issued by the Wolfsberg Group of leading international financial institutions give an indication of best banking practice guidance on these issues. These principles are applicable to both domestic and international PEPs.

The following examples serve as aids in defining PEPs:

- Heads of State, Heads of Government and cabinet ministers;
- influential functionaries in nationalised industries and government administration;
- senior judges;
- senior political party functionaries;
- senior and/or influential officials, functionaries and military leaders and people with similar functions in international or supranational organisations;
- members of ruling or royal families;
- senior and/or influential representatives of religious organisations (if these functions are connected to political, judicial, military or administrative responsibilities).

According to the Wolfsberg principles, families and closely associated persons of PEPs should also be given special attention by a bank. The term "families" includes close family members such as spouses, children, parents and siblings and may also include other blood relatives and relatives by marriage. The category of "closely associated persons" includes close business colleagues and personal advisers/consultants to the PEP as well as persons, who obviously benefit significantly from being close to such a person.

A bank should conduct proper due diligence on both a PEP and the persons acting on his or her behalf. Similarly, KYC principles should be applied without exception to PEPs, families of PEPs and closely associated persons to the PEP.

Proof of physical residential/business address

Any one of the following documents reflecting the physical/business address is acceptable

- Utility bill (must be less than 3 months old, unless otherwise specified)
- Current lease or rental agreement
- Bank statement
- Municipal rates and taxes invoice
- Valid television licence

- Mortgage statement
- Telkom account
- Valid motor vehicle licence
- Insurance policy
- Tax return (less than 1-year-old)
- Letter from bank manager, medical practitioner, accountant, or attorney, on a formal letterhead, stating that they know the client for three years and confirming physical address
- Letter on letterhead, signed by board of trustees, directors' etc. confirming physical business address
- Correspondence from a body corporate or shareblock association
- Payslip or salary advice

All address verification documents must be valid and reflect the name and the current physical address of the client (legal property descriptions are also acceptable - e.g. erf/stand numbers).

Spouse/partner

Any of above documents for spouse, together with marriage certificate or if not available;

- Affidavit from person co-habiting with client, providing:

  Name, identity number and physical residential address of client and co-habitant

  Relationship between client and co-habitant

  Confirmation that residential address is shared

Parent:

- Any of above documents for parent
- Must be accompanied by the child's birth certificate (for a minor)

If above documentation not available:

Visit to physical address by a Land Bank employee, or

Affidavit from client (as a last resort), providing:

- Name, identity number and physical residential address
- Confirmation that client resides at physical residential address

Trade name (if this is not reflected on the proof of physical business address)

Any one of the following documents reflecting the Trade Name is acceptable

- An Original Company Letterhead
- Utility bill (less than three months old)
- Bank statement or financial statement from another financial institution (less than three months old)
- Valid lease or rental agreement (signed by all relevant parties)
- Municipal rates and taxes invoice (less than three months old)
- Mortgage statement from another financial institution (less than six months old)
- Telephone account i.e. a land-line or cell phone (less than three months old)
- An official tax return (less than one year old)
- An official tax assessment or official correspondence from the local revenue services (less than three months old)
- Valid television licence document
- A recent short-term insurance policy or a renewal letter (less than one-year-old)

Definitions

Principal Executive Officer

Refers to the principal executive officer such as the CEO, CFO, COO, MD, FD or any person who exercises executive control.

Authorised Persons

These are individuals who are authorised to act on behalf of the Company/Legal Entity and who are authorised to establish a relationship with Land Bank on behalf of the company/legal entity.

Authority of Individuals purporting to act on behalf of the Company/Legal Entity:

- Duly executed Board Resolution authorising the opening of an account/establishment of the business relationship/conclusion of the transaction and conferring authority on those who will establish the business relationship/conclude the single transaction; OR
- Certified extract of the minutes proving authority; OR
- Original letter signed by the company secretary on the official company letterhead

If a 3rd party is acting on behalf of the Client(Individual) the following is required:

- Proof of authority (i.e.) power of attorney, mandate, resolution, court order,
- Letters of appointment by the Master of the High Court
- Individual FICA above, for the person who is acting on behalf of the Client (together with all the FICA documentation of the Client)

Certified or Verified

We are required to hold originally certified/verified copies of the following documentation on record. Strictly, only clear, legible copies of identity and other documents will be accepted.

Please provide the original or certified copies of the following documentation for each shareholder holding 25% or more of voting rights at a general meeting of the company:

- South African (Pty) Company – Certificate of Incorporation and Notice of Registered Office and Postal Address, and a letterhead of the company;
- Listed Company – Latest Annual Report;
- Foreign Private Company: the official document reflecting the incorporation of the foreign company issued by the relevant registrar of companies or similar authority of the country of incorporation of the foreign company, reflecting the company's incorporation and bearing its name and number of incorporation and the address where it is situated for purposes of its incorporation, together with a letterhead of the company;
- Close Corporation – Founding Statement and Certificate of Incorporation and Amending Founding together with a letterhead of the close corporation.

By submitting your information as requested above, you consent that Land Bank will process (by collecting, using, storing or otherwise dealing with) the personal information and that of third parties which is provide, for the purposes of providing services and products. The personal information will be processed in accordance with the requirements of the law. All personal information provided to Land Bank is given voluntarily. However, if you withhold any personal information requested; withhold consent for or object to the processing of other personal information, this may result in Land Bank not establishing or continuing a relationship.

ANNEXURE E

TERMS AND CONDITIONS OF RFP

1. **INTERPRETATION**

1.1. Where the following words or phrases are used in this RFP, such words or phrases shall have the meaning assigned thereto in this clause, unless the context indicates otherwise:

1.1.1. "**Bid**" means a Bidder's tendered response to a RFP to the Land Bank;

1.1.2. "**Bidder**" means a party who has submitted a Bid in response to a RFP to the Land Bank;

1.1.3. "**Service Provider Agreement**" means the written agreement signed by the Land Bank and the Service Provider, which shall include these Terms and Conditions, the General Conditions of Contract, the Special Conditions of Contract and all attachments and appendices thereto and all documents incorporated by reference therein;

1.1.4. "the **Land Bank**" means the Land and Agricultural Development Bank of South Africa governed by the Land and Agricultural Development Bank Act, 15 of 2002;

1.1.5. "**RFP**" means this Request for Proposals, together with any annexures thereto;

1.1.6. "**Services**" means the services required by the Land Bank as specified in its RFP;

1.1.7. "**Service Provider**" means the successful Bidder;

1.1.8. "**VAT**" means Value-Added Tax in terms of the Value-Added Tax Act, 89 of 1991, as may be amended from time to time.

1.2. The headnotes to the paragraphs to this RFP are inserted for reference purposes only and shall not affect the interpretation of any of the provisions to which they relate.

1.3. Any reference in this RFP to legislation or subordinate legislation is to such legislation or subordinate legislation at the date of signature hereof and as amended and/or re-enacted and/or consolidated and/or replaced from time to time.

1.4. This RFP shall be governed by and construed in accordance with the laws of South Africa.

2. **GENERAL**

2.1. This RFP is not intended to form the basis of a decision to enter into any transaction involving the Land Bank, and does not constitute an offer or recommendation to enter into such transaction, or an intention to enter into any legal relationship with any person.

2.2. This RFP has been compiled by the Land Bank and is being made available, on the same basis, to all Bidders.

2.3. Bidders submitting a Bid in response to this RFP will be deemed to do so on the basis that they acknowledge and accept the terms set out below.

2.4. Neither the Land Bank nor any of their respective directors, officers, employees, agents, representatives or advisors will assume any obligation for any costs or expenses incurred by any party in or associated with preparing or submitting a Bid in response to the RFP.

3. **DISTRIBUTION OF RFP**

3.1. Distribution of this RFP outside the Republic of South Africa may be restricted or prohibited by the laws of other countries. Recipients of this RFP are advised to familiarise themselves with and comply with all such restrictions or prohibitions applicable in those jurisdictions, and neither the Land Bank, nor any of their respective directors, officers, employees, agents, representatives or advisors, accept any liability to any person for any damages arising out of or in connection with the breach of any restriction or provision outside the Republic of South Africa. Persons contemplating submitting a Bid are advised to obtain legal advice as to the possible consequences thereof in terms of the law of the jurisdictions in which they are located.

3.2. Recipients of this RFP document may only distribute it to other parties whom they wish to involve as part of their Bidder consortium in submitting a Bid.

4. **BRIEFING SESSION**

Bidders may be required to attend a briefing session should the Land Bank deem it necessary to provide the Bidders with additional information relevant for the compilation of their Bids. Where the RFP indicates that a briefing session will be held; such session is compulsory and Bidders are obliged to attend the briefing session and a failure to do so will result in the disqualification of their Bid. Unless indicated to the contrary, briefing sessions will be held at

the Land Bank's offices situate at Block D, Eco Glades Office Park, Cnr Witch-Hazel Avenue and Olievenhoutbosch Road, 420 Witch Hazel Avenue, Eco Park Centurion.

5. **SUBMISSION OF BIDS**

5.1. A Bid shall be submitted to the Land Bank by no later than the closing date and time specified in accordance with the directions issued in the RFP. Late Bids will not be accepted.

5.2. All Bids must be formulated and submitted in accordance with the requirements of this RFP. The Land Bank and its advisors may rely on a Bid as being accurate and comprehensive in relation to the information and proposals provided therein by the Bidders.

5.3. One original of the Bid shall be submitted, together with one soft copy which shall be provided on a USB Flash Drive. The Tender Number and subject shall be clearly reflected on the front cover of the original Bid.

5.4. No entity may be involved, whether directly or indirectly, in more than one Bid in response to this RFP. A failure to comply with this requirement may, within the sole discretion of the Land Bank, result in disqualification of the relevant entity.

5.5. Any requirement set out in this RFP that stipulates the form and/or content of any aspect of a Bid, is stipulated for the sole benefit of the Land Bank, and save as expressly stated to the contrary, may be waived by the Land Bank in its sole discretion at any stage in the RFP process.

5.6. Any material change in the control and/or composition of any Bidder or any core member of a Bidder after submission of a Bid, shall require the prior written approval of the Land Bank, and any failure to seek such approval from Land Bank shall result in the Land Bank being entitled, in its sole discretion, to exclude the relevant Bidder from any further participation in the bid process. The Land Bank shall be the sole arbiter as to what constitutes a "material change in the control and/or composition of any Bidder", and as to what constitutes a "core member of a Bidder" for purposes of such approval. Any request for such approval shall be made to the Land Bank in writing and shall provide sufficient reasons and information to allow the Land Bank to make a decision. The Land Bank reserves the right to accept or reject any such request for approval in its sole discretion.

6. **NO PRICE INCREASE**

The successful Bidder shall not increase its prices for the duration of the Service Provider Agreement. Any increase in the Service Provider's costs of production or in any other aspect may not be passed on to the Land Bank by way of an increase in the awarded price or a change in the goods and/or services to be provided.

7. **TENDER VALIDITY PERIOD**

7.1. A Bid submitted in response to this RFP will constitute a binding offer by the Land Bank which will remain binding and irrevocable for a period of ninety business days from the date of submission to the Land Bank. The offer constituted by the Bid will be deemed not to have been accepted and no agreement will be deemed to be reached with any Bidder, unless and until a definitive Agreement and other related transaction documents are concluded between Land Bank and the Preferred Bidder.

7.2. Bids are valid for acceptance by the Land Bank at any time within the requested validity period after the closing date of the RFP.

7.3. Bidders may be requested to extend their validity period for a specified additional period. In such instances, Bidders will not be allowed to change any aspect of their Bid, unless they are able to demonstrate that the proposed change is a direct and unavoidable consequence of the Land Bank's extension of the validity period.

8. **ERRORS OR OMMISSIONS IN BIDS**

8.1. Bidders are advised to study the RFP carefully prior to the submission of their Bid. The onus rests on the Bidder to ensure that a complete Bid is submitted.

8.2. The Land Bank will not entertain any request for modifications to the Bid after submission of the Bid or after the RFP closing date. The Bidder shall be responsible for all omissions or errors in their Bid and shall bring such omissions or errors to the attention of the Land Bank as soon as they become aware of the same.

8.3. Any correction or addition shall not be used to alter the Bid in a material way. If the Land Bank considers that correction of any omission or addition alters the original Bid in a material particular, the Bid shall be rejected without any liability whatsoever on the part of the Land Bank.

9. **CLARIFICATION BEFORE TENDER CLOSING DATE**

Should clarification be required on any aspect of the RFP including, but not limited to, questions relating to the specifications required of the Service Provider to perform the project, the tender and evaluation process, before the closing date, the Bidder must direct such queries to the contact person identified in the RFP.

10. **MODIFICATION**

10.1. The Land Bank reserves the right to amend or modify this RFP before the closing date or amend, modify or terminate any of the procedures or requirements set out herein at any time and from time to time, without prior notice and without liability to compensate or reimburse any person.

10.2. If the Land Bank amends this RFP, the amendment will be sent to each Bidder in writing. No oral amendments by any person will be considered or acknowledged.

10.3. Where the amendment is significant, the Land Bank may at its discretion extend the RFP closing date.

11. **CANCELLAION OF RFP**

11.1. The Land Bank reserves the right to cancel this RFP at any stage up to, and including, the award of the Service Provider Agreement.

11.2. The Land Bank shall not be bound to assign any reason for cancellation and Bidders are not entitled to seek any compensation for the cost or expense of preparing its Bid or negotiating the Service Provider Agreement.

12. **WARRANTY**

12.1. By submitting a Bid, the Bidder warrants and represents to the Land Bank that as at the date of submission of the Bid, the Bidder is in possession of all necessary approvals (including, without limitation, registrations, certificates, permits, licenses and authorisations) to enter into and perform its obligations in respect to the Services.

12.2. As a separate and distinct warranty and without derogating from the aforementioned, the Bidder, by the submission of a Bid, warrants and represents to the Land Bank that it is registered with National Treasury and is listed on the Government’s Central Supplier Database.

13. **DEFAULT**

13.1. If the Bidder, after having been notified of the acceptance of its tender, fails to:

13.1.1. Conclude a formal contract on terms acceptable to the Land Bank and the Bidder within a period stipulated by the Land Bank; or

13.1.2. Accept an order in terms of the tender; or

13.1.3. Furnish security to the satisfaction of the Land Bank when called upon to do so for the fulfilment of the Service Provider Agreement; or

13.1.4. Comply with any condition imposed by the Land Bank;

the Land Bank may, in any of the aforementioned cases, and without prejudice to any other legal remedy which it may have, proceed to accept any other Bid or, if it is necessary to do so, call for Bids afresh, and may recover from the defaulting Bidder any additional expense incurred by the Land Bank in calling for new offers or in accepting a less favourable offer.

13.2. If any Bidder who has submitted a Bid and/or concluded a contract with the Land bank, or in the capacity of an agent or subcontractor who has been associated with such Bid or contract:

13.2.1. Has withdrawn such Bid after the advertised date and hour for the receipt of Bids; or

13.2.2. Has, after having been notified of the acceptance of its tender, failed or refused to sign a contract when called upon to do so in terms of any condition forming part of the tender documents; or

13.2.3. Has carried out any contract resulting from such tender in an unsatisfactory manner or has breached any condition of such contract; or

13.2.4. Has acted in a fraudulent or improper manner or in bad faith towards the Land Bank or any government department or any public body, company or person; or

13.2.5. Has made any misleading or incorrect statement either:

13.2.5.1. In the affidavit or certificate provided; or

13.2.5.2. In any other document submitted as part of its tender submission and is unable to prove to the satisfaction of the Land Bank that:

13.2.5.3. It made the statement in good faith honestly believing it to be correct; and

13.2.5.4. Before making such statement, it took all reasonable steps to satisfy itself of its correctness; or

13.2.6. Caused the Land Bank damage, or to incur costs in order to meet the service provider's requirements which could not be recovered from the service provider;

13.2.7. Has instituted any court proceedings against the Land Bank in bad faith;

13.2.8. Has been found guilty by a court of law, tribunal or other administrative body of a serious breach of any law, during the preceding 5 years;

13.2.9. Has been included as a company or person prohibited from doing business with the public sector on national treasury's database of restricted suppliers or register of tender defaulters; then a tender from any such Bidder shall be disqualified and the person, enterprise or company (including the directors) shall be disqualified from tendering for any Land Bank business.

13.3. Any disqualification imposed upon any person or enterprise or company, may also apply to any other enterprise or company (or associates thereof) and may also be applied to any agent or employee of the person or enterprise or company concerned.

14. SITE VISITS

The Land Bank reserves the right to carry out site inspections or call for supporting documentation in order to confirm any information provided by a Bidder in its Bid.

15. BIDDERS TO INFORM THEMSELVES

15.1. Submission of a Bid shall be deemed to constitute acceptance by the Bidder of the terms and conditions contained in the RFP.

15.2. By submitting a Bid, Bidders will be deemed to have acknowledged and agreed that it has done so on the basis that it has:

15.2.1. the necessary skills, knowledge and experience to provide the goods and/or services sought; and

15.2.2. in preparing its Bid:

15.2.2.1. it has fully examined the RFP and any other information made available by the Land Bank to Bidders for the purpose of this RFP;

15.2.2.2. made its own reasonable enquiries (including site inspections, if necessary) to fully inform themselves of all the risks, contingencies and other circumstances which may impact on the Bid and the performance of the Services; and

15.2.2.3. has not relied upon any warranty or representation (whether oral or in writing or by conduct) made on behalf of the Land Bank except where such warranty or representation is contained in the RFP or made through the process specified in the RFP.

16. **ACCEPTANCE OF BID**

16.1. The Land Bank reserves the right not to accept any particular Bid, including the lowest priced or any Bid and shall not be bound to assign any reason for its decision.

16.2. The Land Bank reserves the right to accept any Bid in whole or in part. Where a Bid is accepted in part, then the price shall be adjusted in accordance with the pricing schedule indicated in the Bid.

16.3. Upon the acceptance of a Bid by the Land Bank, the parties shall be bound by these Terms and Conditions, the General Conditions of Contract, the Special Conditions of Contract and any contractual terms and/or any schedule or otherwise which form part of the RFP.

17. **CONFIDENTIALITY**

17.1. This document is released for the sole purpose of responding to this RFP and must be considered confidential. In addition, the use, reproduction or disclosure of the requirements, specifications or other material in this RFP is strictly prohibited.

17.2. All Bids submitted to the Land Bank will become the property of the Land Bank and will as such not be returned to the Bidder. The Land Bank will make all reasonable efforts to maintain proposals in confidence. Proprietary information should be identified as such in each proposal.

18. **GENERAL CONDITIONS OF CONTRACT**

18.1. The Service Provider shall be is required to sign a written contract prior to commencement of the Services.

18.2. The Service Provider shall adhere to the General and Special Conditions of Contract issued with the RFP, together with any conditions contained in the RFP.

18.3. Should the Bidder find any conditions unacceptable, it should indicate which conditions are unacceptable and offer amendments/alternatives by written submission on its company letterhead. Any such submission shall be subject to review by the Land Bank's legal advisor who shall determine whether the proposed amendments /alternatives are acceptable or otherwise, as the case may be.

19. **CONTRACT DOCUMENTS**

19.1. The contract documents will comprise the Service Provider Agreement, these Terms and Conditions, the General and Special Conditions of Contract and any schedule of additional conditions which form part of this RFP.

19.2. The abovementioned documents together with the Bidder's Bid response will constitute the Service Provider Agreement between the parties upon receipt by the Bidder of the Land Bank's letter of acceptance/intent, subject to all additional amendments and/or special conditions thereto as agreed to by the parties.

20. **VALUE-ADDED TAX**

In respect of services to be rendered in the Republic of South Africa, the prices quoted by the Bidder are to be exclusive of VAT which must be shown separately at the standard rate on the Tax Invoice.

21. **SCOPE OF WORK**

The Bidder should note that, unless notified to the contrary by the Land Bank or a designated official by means of an official amendment to the RFP, it is required to tender for the Services strictly in accordance with the scope of work supplied by the Land Bank.

22. **CONFLICT WITH RFP**

Should a conflict arise between these Terms and Conditions and the RFP issued, the conditions stated in the RFP shall prevail.

23. **GOVERNING LAW**

This RFP, and any Agreement concluded pursuant hereto and/or an non-contractual matters or obligations arising out of the Services, shall be governed by, and construed in accordance with, the laws of the Republic of South Africa.

_____ (Registered company name) hereby acknowledges and accepts the terms and conditions stipulated in this annexure for terms and conditions.

These terms and conditions are non-negotiable and hereby binding should this proposal be successful.

Signature _____

Date _____

SERVICE PROCUREMENT AGREEMENT

entered into between

LAND AND AGRICULTURAL DEVELOPMENT BANK OF SOUTH AFRICA

("**Land Bank**")

and

xxxxxxxxxxx

("**the Contractor**")

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ANNEXURE B 1

1. **INTERPRETATION**

1.1. In this Agreement, unless the context indicates otherwise:

1.1.1. "**Agreement**" means this agreement and includes all schedules, appendices and annexures hereto;

1.1.2. "**BEE Laws**" means the Broad-Based Black Economic Empowerment Act, No. 53 of 2003, and any rules or regulations or codes of good practice promulgated thereunder, including the Codes of Good Practice on Broad-Based Black Economic Empowerment;

1.1.3. "**Business Day**" means any day other than a Saturday, Sunday or public holiday officially recognised as such in the Republic of South Africa;

1.1.4. "**Commencement Date**" means 01 April 2018

1.1.5. "**Contractor**" means xxxxxxxxxx (Registration Number: xxxxxxxxxx) a private company duly incorporated in terms of the company laws of the Republic of South Africa;

1.1.6. "**Cost Schedule**" means the details contained in Annexure "**B**" hereto, reflecting the consideration payable by Land Bank to the Contractor in respect of the Services;

1.1.7. "**Exit Management Period**" means a period of 30 Business Days following receipt of termination notice from Land Bank;

1.1.8. "**Exit Management Services**" means the services rendered by the Contractor on expiration or the termination of the Agreement as more fully described in clause 24.1;

1.1.9. "**Indemnified Persons**" means Land Bank, its directors, officers and/or employees;

1.1.10. "**Land Bank**" means the Land and Agricultural Development Bank of South Africa, an entity established in terms of the Land Bank Act;

1.1.11. "**Land Bank Act**" means the Land and Agricultural Development Bank Act, No. 15 of 2002;

1.1.12. "**Land Bank Policies**" means, *inter alia*, Land Bank's policies and/or guidelines in relation to or in connection with:

1.1.12.1. BEE Laws;

1.1.12.2. PFMA compliance;

1.1.12.3. the Land Bank Act;

1.1.12.4. ethical conduct; and

1.1.12.5. health, safety and environment,

1.1.12.6. the quality, standard and performance requirements in relation to the Services;

as amended by Land Bank from time to time;

1.1.13. "**Manuals**" means the manuals and other documents that may be supplied to the Contractor by Land Bank on or around the Signature Date, or as soon thereafter as may be practicable, and which Manuals contain, *inter alia*, information and/or data relating to or in connection with the Land Bank Policies;

1.1.14. "**Parties**" means Land Bank and the Contractor and "**Party**" means, as the context requires, any one of them;

1.1.15. "**PFMA**" means the Public Finance Management Act, No. 1 of 1999, as amended, together with any and all regulations and/or notices issued in terms thereof;

1.1.16. "**Premises**" means the Land Bank's office at 420 Witch Hazel Avenue, Block D Eco Glades 2, Ecopark, Centurion;

1.1.17. "**Services**" mean the services to be rendered by the Contractor to Land Bank under this Agreement as more fully described in Annexure "**A**" hereto;

1.1.18. "**Signature Date**" means the date on which the last Party signing this Agreement does so;

1.1.19. "**Staff Member**" or "**Staff**" means a person or persons, including service technicians, who shall from time to time, permanently or temporarily, work under the direction or supervision of the Contractor or shall be engaged by or render Services to the Contractor for the purposes of this Agreement, either as its employees, contractors, operators, representatives and/or agents. For the avoidance of any doubt, under no circumstances whatsoever, shall any of the foregoing persons be deemed to be employees of Land Bank for any purpose whatsoever;

1.1.20. "**Termination Date**" means 3 (three) years after the Commencement Date; and

1.1.21. "**VAT**" means Value Added Tax as levied under the Value Added Tax Act, No. 89 of 1991 (as amended).

1.2. The headnotes to the paragraphs to this Agreement are inserted for reference purposes only and shall not affect the interpretation of any of the provisions to which they relate.

1.3. Words importing the singular shall include the plural and vice versa, and words importing the masculine gender shall include the female gender and words importing persons shall include partnerships and bodies corporate.

1.4. This Agreement shall be binding on and enforceable by the permitted assigns, liquidators or other legal successors of the Parties as fully and effectually as if they had signed this Agreement in the first instance and reference to any Party shall be deemed to include such Party's permitted assigns, liquidators or other legal successors, as the case may be.

1.5. If any provision in this clause 1 and/or in clause 2 is a substantive provision conferring rights or imposing obligations on either Party, then notwithstanding that such provision is only contained in this clause 1 or in clause 2 effect shall be given thereto as if such provision were a substantive provision in the body of the Agreement.

1.6. Whenever a number of days is prescribed in this Agreement, such number shall be calculated excluding the first and including the last day, unless the last day is not a Business Day, in which event the last day shall be the next day, which is a Business Day.

1.7. Whenever performance is required to be made in this Agreement on any date and such date is not a Business Day, such performance shall be required to be made on the next date, which is a Business Day.

1.8. Where any term is defined within the context of any particular clause in this Agreement, the term so defined shall, unless it appears clearly from the clause in question that such term has limited application to the relevant clause, bear the meaning ascribed for all purposes in terms of this Agreement, notwithstanding that such term has not been defined in this clause 1.

1.9. Any reference in this Agreement to legislation or subordinate legislation is to such legislation or subordinate legislation at the date of signature hereof and as amended and/or re-enacted and/or consolidated and/or replaced from time to time.

1.10. Terms defined in this Agreement shall bear the same meaning in the schedules and annexures hereto.

1.11. The rule of interpretation that an agreement will be interpreted against the Party responsible for the drafting and any similar rules of interpretation shall not apply to this Agreement and the Parties waive any rights they have to rely on such rules.

1.12. Any provision of this Agreement that contemplates performance or observance subsequent to any termination or expiry of this Agreement shall survive termination or expiry of this Agreement and continue in full force and effect.

1.13. This Agreement shall be governed by and construed in accordance with the laws of South Africa.

2. **RECORDAL**

2.1. The Contractor is an entity which has the capability to render the Services.

2.2. Land Bank wishes to appoint the Contractor to render the Services, and the Contractor wishes to accept the appointment.

2.3. The Parties wish to enter into this Agreement to record and regulate the terms and conditions of such appointment and certain matters incidental thereto.

3. **APPOINTMENT**

3.1. Land Bank hereby appoints the Contractor to provide the Services on a non-exclusive basis, at the Land Bank's sole discretion, during the subsistence of this Agreement, from time-to-time.

3.2. The Contractor accepts the appointment on the terms and conditions set-out in this Agreement and without further attaching its own provisions or conditions thereto making performance of its obligations subject to any terms or conditions contrary or in addition to the terms of this Agreement.

3.3. This Agreement shall not be construed in any way to:

3.3.1. Constitute an employer / employee relationship, agency, joint venture or partnership arrangement in any shape or form between the Parties; or

3.3.2. Save as specifically provided for in this Agreement, authorise either Party to incur any liability whatsoever on behalf of the other, it being agreed that the Contractor shall at all times act as an independent contractor to the land Bank.

4. **COMMENCEMENT, DURATION AND TERMINATION**

4.1. Notwithstanding the Signature Date (but subject always to the provisions of clauses 4.4, 8.3, 10.5, 19.2, 22 and 23), this Agreement shall commence on the Commencement Date and shall terminate on the Termination Date, or such other date as the Parties may agree in writing.

4.2. Subject to clause 4.1, Land Bank may on 30 (thirty) days' written notice to the Contractor give notice that it wishes to extend the duration of this Agreement for a further period to be stipulated by Land Bank in the aforementioned written notice, which notice shall be provided prior to the Termination Date. Such written notice shall contain details of the services proposed by Land

Bank to be rendered by the Contractor during such extension period and the consideration payable by Land Bank to the Contractor for such additional services during such extension period.

4.3. Where Land Bank gives the notice contemplated in 4.2 to the Contractor and the Contractor does not indicate their acceptance in writing of the extension of the duration of this Agreement within 5 (five) Business Days of receipt of such notice, the extension shall be deemed to have been rejected by the Contractor and the Agreement shall be terminated.

4.4. Land Bank may at any time terminate this Agreement by giving to the Contractor the period of 30 (thirty) days' notice. Such notice shall be in writing and given to the Contractor without Land Bank having to provide reasons for such termination.

5. THE SERVICES

5.1. Unless otherwise agreed in writing by the Parties, the Contractor shall render the Services in accordance with this Agreement.

5.2. The scope of the Services shall at all times be construed in accordance with the provisions of this Agreement.

5.3. The Parties agree that time shall be of the essence in respect of the performance by the Contractor of the Services.

6. CONSIDERATION IN RESPECT OF THE SERVICES

6.1. As consideration for the Services rendered, Land Bank shall remunerate the Contractor in accordance with:

6.1.1. the provisions of the Cost Schedule, the terms of which may be amended by written agreement between the Parties from time to time.

6.1.2. If the Parties are unable to reach agreement regarding the amendment of the Cost Schedule, either Party shall have the right to terminate this Agreement by giving 30 (thirty) days' notice in writing to the other Party; and

6.1.3. the remaining provisions of this clause 6.

6.2. The Contractor shall provide Land Bank with an original invoice in respect of the Services rendered on a deliverable basis.

6.3. The invoice sent to Land Bank shall set forth at least the following details:

6.3.1. Words ‘Tax Invoice” shall appear on the invoice;

6.3.2. Land Bank VAT number: 4560121081;

6.3.3. Contractor’s VAT number;

6.3.4. Invoice number;

6.3.5. Date;

6.3.6. Description of Services;

6.3.7. Amount excluding VAT; and

6.3.8. Banking Details.

6.4. Land Bank shall pay the amount due in respect of each invoice within 30 (thirty) days of the date of presentation of the relevant invoice. The Contractor undertakes to use its best endeavours to forward all invoices to Land Bank as soon as possible after generation of such invoices.

6.5. Where the Contractor incurs disbursements for travel and subsistence, the disbursements must fall within the following parameters:

6.5.1. Hotel/guest house accommodation: 3-4 Star rated accommodation (restricted to a maximum amount of R1,300 per person per night, with excess cost to be approved by the Land Bank in writing);

6.5.2. Domestic air travel: Best flight rate (Only economy);

6.5.3. Car Hire: B Class vehicle;

6.5.4. Use of own car: AA rate per km.

6.6. Unless otherwise agreed by the Parties in writing, all amounts referred to in this Agreement are exclusive of VAT, but inclusive of any other such tax, duty, levy or other such similar charge payable or inherently or generally associated with the deliverables envisaged in this Agreement and the Contractor indemnifies Land Bank from, and Land Bank shall have no liability whatsoever in respect of, such charges.

6.7. Land Bank may, in good faith, dispute any charges and withhold payment in respect thereof until the Parties have reached agreement in regard to the dispute provided that, in this case, Land Bank shall pay any undisputed charges contained in any invoice. The Contractor may not

suspend performance of the Services if Land Bank withholds amounts in terms of this clause 6.7 If the Parties are unable to reach agreement in terms of the disputed charges, such dispute shall be resolved in accordance with the provisions of clause 21.

6.8. Payment of an invoice shall not constitute a waiver, compromise or settlement of any dispute between the Parties, unless expressly so stated in writing by Land Bank.

7. GENERAL OBLIGATIONS OF THE CONTRACTOR IN RELATION TO THE SERVICES

7.1. The Contractor shall in the provision of the Services:

7.1.1. co-operate with Land Bank to the extent reasonably possible;

7.1.2. comply with the terms and conditions of this Agreement;

7.1.3. exercise the utmost diligence, care and skill in all aspects of the provision of the Services;

7.1.4. provide all Services in accordance with sound and generally accepted industry practices;

7.1.5. correct, at its own cost, any deficiency in the Services and/or in the performance thereof to the satisfaction of Land Bank, provided that such deficiency was not caused by or attributable to the Land Bank. If the correction of such deficiency is not to the reasonable satisfaction of Land Bank, Land Bank shall be entitled, on prior written notice to the Contractor, to engage the services of a third party to correct such deficiency, the cost of which shall be capable of being set off against the consideration payable to the Contractor for the Services in terms of the Cost Schedule;

7.1.6. remove any Staff Member from the provision of the Services and immediately replace such Staff Member with another employee whenever requested to do so by Land Bank, if Land Bank is reasonably dissatisfied for any reason with the relevant Staff Member and, in this regard, the Contractor undertakes not to deploy in the provision of the Services any employee whom the Contractor may reasonably believe to be unacceptable to Land Bank;

7.1.7. be responsible and liable for the cost of all injuries or loss of life suffered by persons which arise as a result of the rendering of the Services by the Contractor;

7.1.8. exercise the utmost good faith in all of its dealings with Land Bank;

7.1.9. not do anything or allow anything to be done which does or is likely to prejudice the goodwill of Land Bank;

7.1.10. adhere to and comply with all reasonable and lawful directions and instructions furnished by Land Bank in writing pertaining to the Services;

7.1.11. co-operate fully with Land Bank in rendering such assistance as Land Bank may reasonably require in order to bring, resist and/or defend any claim from or against a third party, arising from or relating to the Services;

7.1.12. indemnify and keep Land Bank fully indemnified from and against any claims or demands made by or in respect of any Staff Member:

7.1.12.1. arising out of this Agreement;

7.1.12.2. in respect of any contravention by the Contractor of the provisions of any legislation (including, but not limited to, labour, employment and/or industry related legislation), any collective agreement concluded in a bargaining council that regulates terms and conditions of employment, any binding arbitration award that regulates terms and conditions of employment, and any sectoral determination made in terms of the Basic Conditions of Employment Act (No. 75 of 1997) as amended from time to time ("**the BCEA**"); or

7.1.12.3. who by reason of the provisions of this Agreement or otherwise is suspended or dismissed by the Contractor or is denied access to any premises or facilities of Land Bank for any reason whatsoever;

7.1.13. ensure that any statutory, licensing, insurance and other relevant regulations pertaining to the use of any equipment used by its Staff in the performance of the Services are fully complied with at all times provided that, where any such equipment is provided to the Contractor's Staff by Land Bank, Land Bank shall in writing advise such Staff of any statutory, licensing, insurance or other relevant regulations pertaining to such equipment;

7.1.14. comply with all applicable South African legislation applicable to the Services including, without limitation, any health and safety legislation;

7.1.15. comply with all applicable South African labour, employment and industry related legislation including, but not limited to, the Labour Relations Act (No. 66 of 1995), the BCEA, any collective agreement concluded in a bargaining council that regulates terms and conditions of employment, any binding arbitration award that regulates terms and conditions of employment, and any sectoral determination made in terms of the BCEA, the Skills Development Act (No. 97 of 1998), the Skills Development Levies Act (No. 9 of 1999), the Employment Equity Act (No. 55 of 1998), the Income Tax Act (No. 58 of 1962), the Value Added Tax Act (No. 89 of 1991), the Compensation for Occupational Injuries

and Diseases Act (No. 130 of 1993), the Unemployment Insurance Act (No. 30 of 1956), the Occupational Health and Safety Act (No. 85 of 1993) and all other relevant legislation as applicable for the time being and from time to time; and

7.1.16. defend and hold each and all of the Indemnified Persons harmless against all claims, damages, injuries, losses, expenses (including all legal costs on an attorney and own client scale) and liabilities which arising for any of the Indemnified Parties as a direct result of the provision of the Services or the activities conducted by the Contractor or its Staff at any premises owned, leased or otherwise utilised by Land Bank in the course and scope of providing the Services, including, without limitation:

7.1.16.1. loss of life or any personal injury which any Staff Member may suffer; and

7.1.16.2. any loss of support, maintenance or other claims or damages suffered or incurred by any dependant of any Staff Member or third party, arising from or in connection with any loss of life or personal injury to such Staff Member or third party.

7.2. The acknowledgements, agreements and undertakings contained in this clause 7 shall be deemed to be agreements in favour of the Indemnified Persons, capable of acceptance at any time, and shall be deemed to be accepted by Land Bank on their behalf with effect from the Commencement Date.

7.3. The acknowledgements, agreements and undertakings contained in this clause 7 shall not be limited in time and they shall mutatis mutandis apply to the successors of the Contractor, and to the beneficiaries, dependants and executors of the Staff.

7.4. Each sub-clause of this clause 7 is independent and severable from all other sub-clauses. Each element of the release from liability and indemnity in respect of each cause or activity covered by the release from liability and indemnity shall be separate and severable from the other elements. If the release from liability and/or the indemnity or any element thereof is contrary to public policy, such release from liability and/or indemnity shall be interpreted as being limited to such extent as is necessary not to offend public policy.

7.5. No relaxation, indulgence or extension of time granted by any of the Indemnified Persons to the Contractor or any of its Staff, or any failure by Land Bank to exercise or rely on any rights hereunder, shall be construed as a waiver of any of the rights of the Indemnified Persons in terms hereof, a novation of any of the terms of this clause, or a right enabling the Contractor and/or any of its Staff to estop the Indemnified Persons from enforcing strict compliance with the terms of this clause.

7.6. If any indemnity from liability granted to the Indemnified Persons in terms of this clause 7 contains certain provisions conflicting with or contravening any law of the Republic of South Africa for the time being in force, such indemnity shall not be invalidated by virtue of such provisions, but shall continue to subsist excluding any invalid provisions or portions thereof, so as to provide the maximum indemnification permissible in law.

8. GENERAL RIGHTS AND OBLIGATIONS OF LAND BANK

Land Bank shall, for the duration of this Agreement:

8.1. advise the Contractor of any changes to the Manuals and/or Land Bank Policies in writing as soon as may be reasonably practicable in the circumstances provided that, in the event of any such changes, the Contractor shall use its reasonable endeavours to comply with such changes;

8.2. co-operate with the Contractor (at the cost of the Contractor) in rendering such assistance as the Contractor may reasonably request in order to resist or defend any claim which may be brought or threatened against the Contractor by any third party in relation to the Services;

8.3. be entitled to suspend or terminate the provision of any Services for any reasonable time period, provided that such suspension or termination shall be for reasonably compelling and justifiable reasons, which reasons shall be determined in the sole and reasonable discretion of Land Bank, and the Contractor shall have no claim against Land Bank arising out of such suspension or termination, whatsoever; and

8.4. be entitled to refuse entry to any premises owned, leased or otherwise utilised by Land Bank by any of the Staff, should Land Bank believe such refusal is justified.

9. SERVICE PERFORMANCE REVIEW

9.1. The Parties shall, as frequently as notified by Land Bank to the Contractor, conduct a joint review of the Services in order to measure the performance of the Contractor.

9.2. In conducting the review, the Contractor undertakes to render such co-operation to Land Bank as may be required in order for Land Bank to conduct the review.

9.3. Without prejudice to any of Land Bank's rights in terms of clause 22 below, the Parties shall record any failure by the Contractor in its performance of the Services and will agree on the:

9.3.1. actions that must be implemented to improve or rectify the performance;

9.3.2. time period within which; and

9.3.3. by whom,

such actions must be implemented.

9.4. A failure by the Contractor to implement the actions referred to in clause 9.2 and 9.3 by the dates agreed by the Parties shall constitute a breach of this Agreement for the purposes of clause 22.1.

10. LAND BANK POLICIES AND ACCREDITATION

10.1. The Contractor shall comply at all times with the Land Bank Policies and any other standards, procedures and processes applicable to the Contractor from time to time including, without limitation, those standards, procedures and processes set forth in the Manuals. The Contractor acknowledges that it is obliged to familiarise itself with the Land Bank Policies and standards, procedures and processes applicable to the Contractor from time to time as contained in the Manuals or otherwise.

10.2. Land Bank shall, at its cost, be entitled to conduct an accreditation process during which Land Bank shall assess the extent to which the Contractor complies with the Land Bank Policies and any other standards, procedures and processes applicable to the Contractor ("**the accreditation process**") on 10 (ten) days' notice in writing to the Contractor at any time during the currency of this Agreement.

10.3. The Contractor agrees that it shall, from time to time during the currency of this Agreement, be obliged to submit itself to the accreditation process provided that Land Bank shall cover any costs reasonably incurred by the Contractor as a result. The Contractor acknowledges that Land Bank may, in its sole discretion, accept certifications obtained by the Contractor from authorities or bodies recognised by Land Bank.

10.4. The Contractor shall co-operate fully with Land Bank in the performance of the accreditation process and, in this regard, shall furnish Land Bank with all information and documentation required by Land Bank.

10.5. To the extent that it is determined by Land Bank that the Contractor failed and/or neglected to comply with any of the Land Bank Policies, standards, processes and/or procedures, Land Bank shall, without prejudice to any other rights that Land Bank may have in law or in terms of this Agreement, be entitled to terminate this Agreement by giving notice of such termination to the Contractor in writing, subject to providing the Contractor a reasonable opportunity to remedy such alleged failure to comply.

11. PUBLIC FINANCE MANAGEMENT ACT

11.1. The Contractor acknowledges and understands that Land Bank is a major public entity, as listed in Schedule 2 of the PFMA, and is accordingly subject to the provisions of the PFMA.

11.2. Accordingly, the Contractor hereby irrevocably undertakes to:

11.2.1. do all such things and take all such steps as may be reasonably requested of it by Land Bank in writing, so as to enable Land Bank to comply; and/or

11.2.2. refrain from knowingly doing, and not permit any of the Staff, its employees, agents or representatives to knowingly do, anything which may prejudice Land Bank's compliance, with Land Bank's obligations in terms of the PFMA from time to time.

12. STAFF MEMBERS

12.1. The Contractor undertakes to make available from time to time Staff Members as may be required for the purpose of rendering the Services to Land Bank according to the level of service required from time to time in terms of this Agreement.

12.2. The Contractor shall be solely responsible for their Staff Members at all times and nothing contained in this Agreement may be construed as constituting any relationship between the Parties other than for the Services provided.

13. INDEMNITY IN FAVOUR OF LAND BANK

13.1. The Contractor hereby indemnifies and holds the Indemnified Parties harmless against any loss, damage or injury caused or sustained by any wilful or negligent act or omission, error or misrepresentation on the part of the Contractor or any of its Staff in the course and scope of their employment by the Contractor and the execution of its duties in terms of this Agreement or otherwise.

13.2. The Contractor shall be liable to the Indemnified Parties for any loss, damage or injury of any nature suffered by any Indemnified Party (of whatsoever nature) which may have arisen from or be connected with a negligent, grossly negligent or wilful act or omission on the part of the Contractor or its sub-contractors in the provision of the Services.

13.3. Where an action is instituted against Land Bank in addition to, or instead of, the Contractor, Land Bank will be reimbursed by the Contractor for:

13.3.1. the costs, on an attorney and own client scale, incurred by Land Bank to its attorneys and counsel, in the defence of such action ("**Land Bank's Costs**"). Payment by the Contractor to Land Bank for Land Bank's Costs shall be due and payable as and when each invoice is rendered to Land Bank by Land Bank's attorneys; and

13.3.2. any of the plaintiff's costs recoverable from Land Bank, in terms of an order of court, on whatever scale ordered by that court. Payment of these costs is due by the Contractor to Land Bank on date of demand by Land Bank.

13.4. If Land Bank is successful in its defence and obtains a costs order against the plaintiff, Land Bank shall repay the amount of any costs order to the Contractor, when and if the same is recovered from plaintiff, provided that the Contractor has paid all Land Bank's Costs that are due and owing. Where the Contractor has failed to pay Land Bank's Costs, Land Bank shall be entitled to set off the costs recovered from plaintiff against Land Bank's Costs and pay over the balance to the Contractor.

14. CONFIDENTIALITY

14.1. Each Party ("**the Receiving Party**") shall at all times keep confidential (and shall procure that its employees and agents shall keep confidential) any information which it or they may acquire in relation to the business or affairs of the other and shall not use or disclose such information except with the consent of the other Party, in accordance with the requirements of any recognised stock exchange or the order of a court of competent jurisdiction.

14.2. The obligations of the Receiving Party contained in clause 14.1 shall continue for a period of 6 (six) months from the Termination Date, but shall cease to apply to any information coming into the public domain otherwise than by breach by the Receiving Party of its obligations contained in this Agreement.

14.3. Each Party undertakes that it shall comply with the provisions of any data protection and/or privacy legislation and/or regulations as may become applicable to the Parties in relation to the disclosure of information pursuant to this Agreement. Furthermore, each Party shall comply with any reasonable requests from the other Party to the extent necessary to comply with the provisions of any such legislation and/or regulations including, but not limited to, entering into any further agreements that may be required for the protection of data and/or privacy.

15. INTELLECTUAL PROPERTY RIGHTS

15.1. Save as agreed otherwise between the parties in writing, the Contractor hereby assigns to the Land Bank the total right, title and interest in and to any copyright and any other intellectual property rights, in any works or part thereof that the Contractor, its Staff or other agents may be involved in performing the Services during the course and scope of the Agreement.

15.2. If any copyright or intellectual property rights in any work or part thereof vested in the Contractor prior to the commencement of the Contractor's relationship with the Land Bank,

then such copyright and/or intellectual property rights shall remain vested in the Contractor, provided that where such copyright or intellectual property rights relate to the business or affairs of the Land Bank, the Contractor shall, and hereby does, assign to the Land Bank the total right, title and interest in and to any such works.

15.3. In the interpretation of the above, "works" shall mean any work as contemplated in the Copyright Act, No. 98 of 1978 (as amended).

16. **INVENTIONS**

If the Contractor performs any services which may require the development of any product(s) based on any discoveries, formulae and/or inventions, whether patentable or not (collectively, "Inventions"), and which Inventions were, whether wholly or partially, created or devised by the Land Bank or made available by the Land Bank to the Contractor, such Inventions shall be and remain the exclusive property of the Land Bank, and the Contractor shall have no claims against the Land Bank in connection therewith.

17. **CESSION AND ASSIGNMENT**

17.1. It is expressly recorded and agreed that the rights afforded to the Parties hereunder are personal to the Parties.

17.2. The Contractor may not sell, cede, assign, delegate, subcontract or in any other way alienate or dispose of any of its rights or obligations under this Agreement without the prior written consent of Land Bank.

17.3. Any change in effective control of the Contractor shall constitute an alienation of rights within the meaning of this clause 17, requiring the prior written consent of Land Bank, failing which such change in effective control shall be in breach and the provisions of clause 22 shall apply.

18. **SUB-CONTRACTORS**

18.1. The Contractor agrees that it shall:

18.1.1. promptly remove any sub-contractors and terminate the relevant subcontract if Land Bank reasonably determines that the sub-contractor in question is detrimental to the Services or to the work environment or that the sub-contractor's performance has been materially deficient or serious doubt exists concerning the sub-contractor's ability to render future performance; and

18.1.2. ensure that its agreements with its sub-contractors include a provision whereby the sub-contractors are required to take out insurance to cover the risks relating to the services they will be providing under any agreements with the Contractor.

18.2. Notwithstanding the provisions of clauses 17.2 and 18.1, the Contractor shall not be relieved of any of its duties or obligations under this Agreement by entering into any subcontract with any sub-contractors, nor shall any agreement with any sub-contractor create any contractual relationship between Land Bank and such sub-contractor, and the Contractor shall remain liable for services performed and to be performed by sub-contractors as well as the conduct of such sub-contractors to the same extent as if the Contractor had performed such services.

19. **FORCE MAJEURE**

19.1. A Party shall not be liable for a failure to perform any of its obligations in terms of this Agreement insofar as it is able to prove that:

19.1.1. such failure was due to an impediment beyond its reasonable control;

19.1.2. it could not reasonably have been expected to have taken such impediment and its effects upon such Party's ability to perform into account at the time of conclusion of this Agreement; and

19.1.3. it could not reasonably have avoided or overcome the impediment or at least its effects,

and, for purposes of this clause 19, the following events (which enumeration is not exhaustive) shall be deemed to be impediments beyond the control of each of the Parties, namely :

19.1.4. war, whether declared or not, civil war, civil violence, riots and revolutions, acts of piracy, acts of sabotage;

19.1.5. natural disasters such as violent storms, cyclones, earthquakes, floods and destruction by lightning;

19.1.6. explosions, fires and destruction of plant, equipment, machinery and machines and of any kind of installations; and

19.1.7. acts of authority, whether lawful or unlawful, apart from acts for which the Party seeking relief has assumed the risk.

19.2. Relief from liability for non-performance by reason of the provisions of this clause shall commence on the date upon which the Party seeking relief gives notice of the impediment relied upon and shall terminate upon the date upon which such impediment ceases to exist, provided that if the Contractor is the Party relying on the force majeure event and the impediment continues for a period of more than 20 (twenty) Business Days, Land Bank shall be entitled to terminate this Agreement by written notice to the Contractor, without prejudice to either Party's rights up to such termination.

20. WARRANTIES AND LIMITATION OF LIABILITY

20.1. The Contractor warrants, undertakes and represents to Land Bank that as at the Signature Date and for the duration of this Agreement:

20.1.1. the Contractor has full capacity and authority and has obtained all the necessary approvals (including, without limitation, registrations, certificates, permits, licenses and authorisations) to enter into and perform its obligations under this Agreement and to provide the Services;

20.1.2. it will notify Land Bank immediately should it encounter or foresee any circumstances that may prevent it from fulfilling its obligations to Land Bank under this Agreement; and

20.1.3. the Services will be supplied and rendered by appropriately qualified, trained and experienced personnel.

20.2. The Contractor indemnifies and holds Land Bank harmless against any loss, expense or damage suffered by Land Bank arising out of or in connection with any breach of the warranties set out above, subject to clause 13.

20.3. Any breach of such warranties shall be deemed to be a material breach of this Agreement entitling Land Bank, in addition and without prejudice to any other rights or remedies it may have in law or under this Agreement, to cancel this Agreement.

20.4. Each of the warranties and representations in this Agreement are separate and severable and shall not limit any other warranties or representations given by the Contractor notwithstanding that they may be similar or overlap.

20.5. Land Bank shall not be liable, whether in contract, delict or otherwise, for any special, consequential or incidental damages, arising from or in connection with this Agreement.

21. DISPUTE RESOLUTION

21.1. If any dispute, disagreement or claim arises between the Parties (**"the dispute"**) concerning this Agreement, the Parties shall refer the dispute to mediation for resolution by a mediator agreed to by both Parties.

21.2. Unless otherwise agreed in writing by all the Parties, any such mediation shall be held in whichever city is notified by Land Bank to the Contractor.

21.3. If the dispute is unable to be resolved via mediation as contemplated above, the Parties shall refer the dispute to arbitration for final resolution in accordance with the rules of the Arbitration Foundation of South Africa (**"AFSA"**) by an arbitrator or arbitrators appointed by AFSA.

21.4. Unless otherwise agreed in writing by all the Parties, any such arbitration shall be held in whichever city is notified by the Land Bank to the Contractor.

21.5. This clause 21 shall not preclude any party to this Agreement from obtaining interim relief on an urgent basis from a court of competent jurisdiction pending a decision of the mediator or arbitrator.

22. **BREACH**

22.1. Should either Party ("**Defaulting Party**"):

22.1.1. commit any breach of this Agreement and fail to remedy such breach within a period of 7 (seven) Business Days after receipt of written notice requiring it to remedy such breach; and/or

22.1.2. repeatedly breach any of the terms and/or conditions of this Agreement in such a manner as to justify the other Party ("**Non-Defaulting Party**") in holding that the Defaulting Party's conduct is inconsistent with the intention or ability of the Defaulting Party to carry out the provisions of this Agreement; or

22.1.3. commit the same breach of this Agreement on 2 (two) or more occasions during any rolling 6 (six) month period; or

22.1.4. fail to comply with the provisions of this Agreement on 2 (two) or more occasions during any rolling 6 (six) month period,

in all or any of such events, the Non-Defaulting Party shall be entitled, without prejudice to any other claims or rights it may have, including the right to claim specific performance, to exercise all or any of the rights granted to it in terms of clause 22.2.

22.2. Pursuant to clause 22.1 above the Non-Defaulting Party may:

22.2.1. where applicable, remedy such breach and immediately recover the total cost incurred by the Non-Defaulting Party in so doing from the Defaulting Party, by deducting same from the consideration referred to in clause 6 or by claiming the amount directly from the Defaulting Party, such decision being at the Non-Defaulting Party's sole discretion; or

22.2.2. cancel this Agreement and claim such damages (including, without limitation, whether in contract, delict or otherwise,) as it may have suffered, provided that in the event the Defaulting Party is the Contractor, the Contractor shall be obliged to complete the Services being rendered which Services shall be charged as reflected in the Cost Schedule, unless Land Bank gives the Contractor written notice to the contrary and, upon completion of such Services, Land Bank shall be obliged to pay the consideration therefor to the Contractor.

22.3. If the Non-Defaulting Party elects to recover any amount due in terms of clause 22.2.1 above from the Defaulting Party directly, such amount shall be paid by the to the Non-Defaulting Party without deduction or set-off within 3 (three) days of demand.

23. **POST TERMINATION PROVISIONS**

23.1. Upon termination of this Agreement for any reason whatsoever, whether pursuant to the provisions of clause 22 above or otherwise (and without prejudice to any other rights or remedies of Land Bank under this Agreement or in law), the Contractor shall:

23.1.1. forthwith cease to provide the Services;

23.1.2. return all keys and other means of access to any Land Bank premises to Land Bank;

23.1.3. return all of Land Bank's property which may be in the possession of the Contractor to Land Bank including all Manuals, documentation, materials, equipment and all confidential information;

23.1.4. immediately remove all property belonging to it from any Land Bank premises; and

23.1.5. shall deliver a certificate to Land Bank within 5 (five) days of termination of this Agreement in terms of which the Contractor certifies that it has complied with its obligations in terms of this clause 23.

23.2. On termination of this Agreement for any reason whatsoever, Land Bank shall return all of the Contractor's property which may be in Land Bank's possession save for any information as may be agreed between the Contractor and Land Bank as being reasonably required to assist Land Bank to transition to a replacement or additional Contractor in terms of the exit management provisions set forth in clause 24. The property retained by Land Bank as aforesaid shall be returned to the Contractor upon completion of the Exit Management Services (as defined in clause 24.1).

24. EXIT MANAGEMENT

24.1. During the Exit Management Period the Contractor shall provide reasonable assistance, co-operation, information and documentation to the extent required by Land Bank to assist Land Bank to transition the Services, with as little disruption to Land Bank as is possible in the circumstances, from the Contractor to a replacement Contractor appointed by Land Bank or to Land Bank internally ("**the Exit Management Services**").

24.2. The Contractor shall be compensated for the Exit Management Services on a reasonable time and materials basis. In this regard the hourly rates charged by the Contractor shall not exceed the hourly rates usually charged by the Contractor in rendering the Services.

24.3. The provisions of this Agreement shall apply to all Exit Management Services provided by the Contractor.

24.4. The Contractor shall comply with its obligations under this clause in good faith in such a manner as to assist Land Bank in accomplishing as seamless a handover as possible to Land Bank or its replacement Contractor.

25. NOTICES AND DOMICILIA

25.1. The Parties elect the following addresses, for the purposes of the giving of any notice, the serving of any process and for any other purpose arising from this Agreement and they elect said addresses as their *domicilium citandi et executandi* ("**domicilium**"):

Land Bank:

Physical Address:	420 Witch-Hazel Avenue, Block D Eco Glades Office Park, Highveld, Centurion
Telephone:	012 686 0789

Contact Person:	
Email:	

Contractor:

Physical Address:	
Telephone:	
Contact Person:	
Email:	

25.2. Either Party shall be entitled from time to time by written notice to the other to vary its domicilium to any other address within the Republic of South Africa which is not a post office box or poste restante.

25.3. Any notice given and any payment made by either Party to the other which:

25.3.1. is delivered by hand during the normal business hours of the addressee at its domicilium for the time being shall be presumed, unless the contrary is proved by the addressee, to have been received by the addressee at the time of delivery; and

25.3.2. is posted by prepaid registered post from an address within South Africa to the addressee at its domicilium for the time being shall be presumed, unless the contrary is proved by the addressee, to have been received by the addressee on the 7th (seventh) day after the date of posting.

25.4. Where in terms of this Agreement any communication is required to be in writing, the term "**writing**" shall include communications by telefax and electronic mail. Communications by telefax or electronic mail shall, unless the contrary is proved by the addressee, be deemed to have been received by the addressee 24 (twenty-four) hours after the time of transmission providing such transmission is sent within business hours (08h00 to 17h00) on a Business Day, failing which on the immediately following Business Day.

26. GENERAL PROVISIONS

26.1. No concession, indulgence or additional benefit which either Party may at any time grant to the other Party shall be deemed to constitute a novation or an amendment of this Agreement or a waiver of the rights of such Party hereunder.

26.2. No agreement purporting to vary the terms and conditions hereof, including but not limited to the Services or any other additional services requested by Land Bank to be rendered by the Contractor shall be of any force and effect unless reduced to writing by way of an addendum and signed by way of hand written signatures of the authorised representative of the Parties hereto.

26.3. This document contains the entire agreement between the Parties relating to the subject matter hereof and neither Party shall be bound by any undertakings, representations, warranties, promises or the like not recorded herein.

26.4. All the provisions of this Agreement shall be severable and no provision shall be affected by the invalidity of any other provisions of this Agreement.

27. COUNTERPARTS

This Agreement may be signed in any number of counterparts, each of which shall be an original, but all of which together shall constitute a single indivisible agreement.

28. COSTS

Each Party shall bear its own costs in, and incidental to, the preparation of this Agreement.

29. GOVERNING LAW

This Agreement, and any non-contractual matters or obligations arising out of this Agreement or the Services, shall be governed by, and construed in accordance with, the laws of South Africa

FOR: **THE LAND AND AGRICULTURAL DEVELOPMENT BANK OF SOUTH AFRICA**

SIGNATURE 1: _____

DATE OF SIGNATURE: _____

NAME OF SIGNATORY: _____

DESIGNATION OF SIGNATORY: _____

WITNESS: _____

WITNESS: _____

SIGNATURE 2:

DATE OF SIGNATURE: _____

NAME OF SIGNATORY: _____

DESIGNATION OF SIGNATORY: _____

WITNESS: _____

WITNESS: _____

Each of the Land Bank signatories, by signature hereof, confirm that he/she has read the terms and conditions recorded in the Agreement, binds Land Bank thereto (subject to execution hereof by both signatories), and warrants that he/she is duly authorised thereto

FOR: **xxxxxxxxxxxxxxxxx**

SIGNATURE: _____

DATE OF SIGNATURE: _____

NAME OF SIGNATORY: _____

DESIGNATION OF SIGNATORY: _____

who, by signature hereof, confirms that he has read the terms and conditions recorded in the Agreement, binds the Contractor thereto (subject to execution hereof by both signatories), and warrants that he/she is duly authorised thereto

WITNESS: _____

WITNESS: _____

ANNEXURE A

Services and scope of work

1. **SCOPE AND EXPECTED DELIVERABLES**

xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx

1. SCHEDULE

Contractor's Full Name And Details (Including Registration Number)	xxxxxxxxxxxxxxxxxx
Contractor's Address and Contact Details	xxxxxxxxxxxxxxxxxx
Commencement Date	xxxxxxxxxxxxxxxxxxxx
Exit Management Period	A period of 30 days following receipt of termination notice from Land Bank.
Premises at which Services are to be Rendered	Land Bank
Details Required to be Included in the Invoice	Words 'Tax Invoice" shall appear on the invoice Land Bank VAT number: 4560121081 Contractor's VAT number Invoice number Date Description of Services Amount excluding VAT Banking Details
Land Bank's Address and Contact Details	Block D, Eco Glades 2 Office Park, 420 Witch Hazel Avenue, Ecopark, Centurion Contact Person:
Termination Date	

ANNEXURE B

Cost Schedule

xxxxxxxxxxxxxxxxxxxxxxxxxx

ANNEXURE G

BRIBERY AND CORRUPTION DECLARATION

1. The tenderer is required to provide the following information applicable in the last 5 (five) years in relation to each of its members and/or partners which shall include the directors, employees or agents of each member and/or partner where the conduct of such person rendered the tenderer directly and vicariously responsible ("members") whether individually or as part of any other entity:

YES	**NO**
1.1	Have any of its members been charged with any act of bribery and/or corruption?
1.2	Have any of its members been convicted of any act of bribery and/or corruption?
1.3	Have any of its members been implicated in or alleged to have been involved in any corrupt practices, collusion, bribery or related practices?
1.4	Is there any reason to believe that a charge will be laid against a member arising from an act of bribery and/or corruption?

2. Should any of the above questions be answered in the affirmative, full details must be furnished:

2.1	the date of the charge and the nature thereof:
2.2	the current status of the charge:
2.3	the date of conviction (if any):
2.4	the court in which the charges are being/where prosecuted:
2.5	the details of the members convicted, the facts giving rise thereto, the charges preferred against the member and the details of any judgement by the relevant court:
2.6	full details of any contract which was or is alleged to have been affected by the act of bribery and/or corruption:
2.7	any sentence imposed on the member:

Thus done and signed at _____ on this the _____day of _____,

_____

Full Names

PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE LAND AND AGRICULTURAL DEVELOPMENT BANK OF SOUTH AFRICA					
BID NUMBER:		CLOSING DATE:		CLOSING TIME:	
DESCRIPTION					

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT *(STREET ADDRESS)*

Land Bank Head Office
Block D Eco Glades 2 Office Park
Cnr Witch Hazel Avenue and Olievenhoutbosch Road
420 Witch Hazel Avenue
Eco Park Centurion

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO		TECHNICAL ENQUIRIES MAY BE DIRECTED TO:	
CONTACT PERSON	**Themendran Pillay**	CONTACT PERSON	
TELEPHONE NUMBER	**012 686 0811**	TELEPHONE NUMBER	
FACSIMILE NUMBER		FACSIMILE NUMBER	
E-MAIL ADDRESS	**tenders@landbank.co.za**	E-MAIL ADDRESS	

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] ☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] ☐ Yes ☐ No	

[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐Yes ☐No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR **THE GOODS /SERVICES /WORKS OFFERED?**	☐Yes ☐No [IF YES, ANSWER PART B:3]

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	☐ YES ☐ NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?	☐ YES ☐ NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	☐ YES ☐ NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	☐ YES ☐ NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	☐ YES ☐ NO

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

PART B
TERMS AND CONDITIONS FOR BIDDING

1.	**BID SUBMISSION:**
1.1.	BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2.	**ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
1.3.	THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 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: ……...

ANNEXURE I **SBD 6.1**

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

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

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

---

1. GENERAL CONDITIONS

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

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

1.2

a) The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable; or

b) The 80/20 preference point system will be applicable to this tender

1.3 Points for this bid shall be awarded for:

(a) Price; and

(b) B-BBEE Status Level of Contributor.

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

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

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

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

2. DEFINITIONS

(a) **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;

(b) "**B-BBEE status level of contributor"** means the B-BBEE status of an entity in

terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

(c) **"bid"** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;

(d) **"Broad-Based Black Economic Empowerment Act"** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

(e) "EME" means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;

(f) **"functionality"** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.

(g) **"prices"** includes all applicable taxes less all unconditional discounts;

(h) **"proof of B-BBEE status level of contributor"** means:

1) B-BBEE Status level certificate issued by an authorized body or person;

2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;

3) Any other requirement prescribed in terms of the B-BBEE Act;

(i) **"QSE"** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;

(j) **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. POINTS AWARDED FOR PRICE

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

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

80/20 **or** **90/10**

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

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***)

YES		NO	

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		NO	

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

Designated Group: An EME or QSE which is at last 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 …….. …….. ……..