



agriculture

Department:  
Agriculture  
REPUBLIC OF SOUTH AFRICA

**CONTRACT NO.: 5/2/2/1(014)2025/2026**

**APPOINTMENT OF A SERVICE PROVIDER TO CONDUCT A PROVINCIAL AND NATIONAL PROFILING STUDY OF (PUBLIC AND PRIVATE SECTOR) EXTENSION AND ADVISORY SERVICE (EAS) AND ITS ROLE ON FOOD SECURITY AND AGRICULTURAL PRODUCTIVITY IN SOUTH AFRICA AS WELL AS REGIONAL AND INTERNATIONAL BENCHMARKING STUDY ON EAS FOR A PERIOD OF 18 MONTHS**

**ADDENDUM NO 1:**

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**THIS DOCUMENT IS COMPILED BY:**

**Department of Agriculture  
Director Demand and Acquisition Management  
600 Lilian Ngoyi Street,  
Berea Park,  
Pretoria  
0001**

**TEL: (012) 312 8375 / 8382 / 8395**

**FORM FOR RECEIPT OF ADDENDUM NO 1**

NB This form for the receipt of Addendum No 1 must be completed by the Tenderer and returned immediately and separately to:

[BenC@Nda.gov.za](mailto:BenC@Nda.gov.za) or [mbulahenima@Nda.gov.za](mailto:mbulahenima@Nda.gov.za) alternatively can be hand delivered to:

**Department of Agriculture  
600 Lilian Ngoyi Street,  
Berea Park,  
Pretoria  
0001**

For attention: B Coetzer / F Maseli tel. +27 (0) 12 312 8375 / 8382

**DEPARTMENT OF AGRICULTURE  
5/2/2/1(014)2025/2026**

FOR

**APPOINTMENT OF A SERVICE PROVIDER TO CONDUCT A PROVINCIAL AND NATIONAL PROFILING STUDY OF (PUBLIC AND PRIVATE SECTOR) EXTENSION AND ADVISORY SERVICE (EAS) AND ITS ROLE ON FOOD SECURITY AND AGRICULTURAL PRODUCTIVITY IN SOUTH AFRICA AS WELL AS REGIONAL AND INTERNATIONAL BENCHMARKING STUDY ON EAS FOR A PERIOD OF 18 MONTHS**

**Addendum No. 1  
5/2/2/1(014)2025/2026**

I/We acknowledge receipt of Addendum No 1 and have noted its contents.

SIGNED ON BEHALF OF TENDERER .....

NAME OF SIGNATORY : .....

NAME AND ADDRESS OF TENDERER .....

.....

.....

.....

TEL NO : .....

FAX NO : .....

DATE : .....

**DEPARTMENT OF AGRICULTURE**

**5/2/2/1(014)2025/2026  
FOR**

**APPOINTMENT OF A SERVICE PROVIDER TO CONDUCT A PROVINCIAL AND NATIONAL PROFILING STUDY OF (PUBLIC AND PRIVATE SECTOR) EXTENSION AND ADVISORY SERVICE (EAS) AND ITS ROLE ON FOOD SECURITY AND AGRICULTURAL PRODUCTIVITY IN SOUTH AFRICA AS WELL AS REGIONAL AND INTERNATIONAL BENCHMARKING STUDY ON EAS FOR A PERIOD OF 18 MONTHS**

**ADDENDUM NO 1**

NOVEMBER 2025

ISSUED BY:

**Department of Agriculture  
Director Demand and Acquisition Management  
600 Lilian Ngoyi Street,  
Berea Park,  
Pretoria  
0001**

NAME OF TENDERER:

.....

DEPARTMENT OF AGRICULTURE.

**5/2/2/1(014)2025/2026**

FOR

**APPOINTMENT OF A SERVICE PROVIDER TO CONDUCT A PROVINCIAL AND NATIONAL PROFILING STUDY OF (PUBLIC AND PRIVATE SECTOR) EXTENSION AND ADVISORY SERVICE (EAS) AND ITS ROLE ON FOOD SECURITY AND AGRICULTURAL PRODUCTIVITY IN SOUTH AFRICA AS WELL AS REGIONAL AND INTERNATIONAL BENCHMARKING STUDY ON EAS FOR A PERIOD OF 18 MONTHS**

This Addendum forms part of the Tender Documents.

Each Tenderer for this Contract shall incorporate the following amendments and additions in his Tender.

Each Tenderer is required to acknowledge receipt and acceptance of the amendments and additions contained in this Addendum and to submit the completed and signed addendum with his Tender.

No pages may be removed from the Addendum.

**ADDENDUM NO 1**

- 1) **Kindly note that the following amendments to the bid document.**  
**Amend the duration of the project from 20 months to 18 months throughout the bid document.**

**Failure to comply with the above requirements will result in an automatic disqualification.**

SIGNED ON BEHALF OF THE TENDERER: .....

**DEPARTMENT OF AGRICULTURE,  
TENDER NO. 5/2/2/1(014)2025/2026**

**FOR: APPOINTMENT OF A SERVICE PROVIDER TO CONDUCT A PROVINCIAL AND NATIONAL PROFILING STUDY OF (PUBLIC AND PRIVATE SECTOR) EXTENSION AND ADVISORY SERVICE (EAS) AND ITS ROLE ON FOOD SECURITY AND AGRICULTURAL PRODUCTIVITY IN SOUTH AFRICA AS WELL AS REGIONAL AND INTERNATIONAL BENCHMARKING STUDY ON EAS FOR A PERIOD OF 18 MONTHS**

**ACCEPTANCE AND INCORPORATION OF ADDENDUM**

I/We accept that Addendum No 1 forms part of the Tender Documents. I/We confirm that I/we -

- (a) have noted the contents of this Addendum
- (b) have fully considered this Addendum
- (c) have incorporated the amendments and additions contained in this Addendum in my/our bid for **Tender No. 5/2/2/1(014)2025/2026**

SIGNED ON BEHALF OF THE TENDERER: .. .. .

NAME OF SIGNATORY (BLOCK LETTERS): .. .. .

NAME OF TENDERER (BLOCK LETTERS): .. .. .

TENDERER'S ADDRESS: .. .. .

.....

TENDERER'S TEL NO: .. .. .

TENDERER'S FAX NO: .. .. .

SIGNATURE OF WITNESS (1):  
.....

SIGNATURE OF WITNESS (2):  
.....

NAME OF WITNESSES  
BLOCK LETTERS:  
.....

NAME OF WITNESSES  
BLOCK LETTERS:  
.....

**5/2/2/1(014)2025/2026**

**APPOINTMENT OF A SERVICE PROVIDER TO CONDUCT A PROVINCIAL AND NATIONAL PROFILING STUDY OF (PUBLIC AND PRIVATE SECTOR) EXTENSION AND ADVISORY SERVICE (EAS) AND ITS ROLE ON FOOD SECURITY AND AGRICULTURAL PRODUCTIVITY IN SOUTH AFRICA AS WELL AS REGIONAL AND INTERNATIONAL BENCHMARKING STUDY ON EAS FOR A PERIOD OF 18 MONTHS**

**CLOSING DATE: 20 MAY 2026 @ 11:00**

**NB: there will be a compulsory briefing session as follows:**

**Date: 30 April 2026**

**Venue: Imbizo Hall  
Harvest House  
30 Hamilton Street  
Pretoria**

**Time: 10:00**

**TECHNICAL ENQUIRIES** : Mr Nkosinathi Motsoane  
**TEL** : (012) 312 9937  
**EMAIL** : [NkosinathiM@nda.gov.za](mailto:NkosinathiM@nda.gov.za)

**BID RELATED ENQUIRIES** : Mr. B Coetzer  
**TEL** : (012) 312 8375  
**EMAIL** : [BenC@nda.gov.za](mailto:BenC@nda.gov.za)

**NB : The applicable preference point system for this bid is the 80/20 preference point system.  
(all applicable taxes included)**

**NB: BID CLOSING ADDRESS:  
DEPARTMENT OF AGRICULTURE, 600 LILLIAN NGOYI STREET, PRETORIA, 0001**

## LA 1.1



agriculture

Department:  
Agriculture  
REPUBLIC OF SOUTH AFRICA

**Directorate: Demand** and Acquisition Management Services:  
**Enquiries:** Mr Freddy Maseli: **Tel:** (012) 312 8382

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

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**BID NUMBER: 5/2/2/1(014) 2025/2026**  
**CLOSING TIME: 11H00 CLOSING DATE: 20 MAY 2026**

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

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1. Kindly furnish us with a bid for services shown on the attached forms.
2. Attached please find the General Contract Conditions (GCC), SBD1, SBD4, SBD 5, SBD 6.1 Credit Instruction forms, terms of reference.
3. Bidders must ensure that they register with the National Treasury Central Supplier Database (CSD) and attach/provide the reference numbers on the SBD 1 form of the bid document.
4. If you are a sole agent or sole supplier you should indicate your market price after discount to your other clients or if that is not possible your percentage net profit before tax, in order to decide whether the price quoted is fair and reasonable.
5. The attached forms must be completed in detail and returned with your bid. Bid document must be submitted in a sealed envelope stipulating the following information: Name and Address of the bidder, Bid number and closing date of bid. **(failure to comply will disqualify your proposal)**

Yours faithfully

**SIGNED**  
**BIDS MANAGEMENT**  
**DATE: 20 APRIL 2026**

**GOVERNMENT PROCUREMENT**  
**GENERAL CONDITIONS OF CONTRACT**  
**July 2010**

**NOTES**

The purpose of this document is to:

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

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

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

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## General Conditions of Contract

### 1. Definitions

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

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

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

**security**

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

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

**8. Inspections, tests and analyses**

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

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

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

**9. Packing**

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

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

**10. Delivery and documents**

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

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

**11. Insurance**

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

**12. Transportation**

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

**13. Incidental services**

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

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

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

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

#### **14. Spare parts**

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

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

#### **15. Warranty**

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

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

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

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

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

may have against the supplier under the contract.

**16. Payment**

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

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

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

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

**17. Prices**

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

**18. Contract amendments**

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

**19. Assignment**

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

**20. Subcontracts**

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

**21. Delays in the supplier's performance**

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

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

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

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

available.

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

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

## **22. Penalties**

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

## **23. Termination for default**

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

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

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

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

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

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

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

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

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

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

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

**24. Anti-dumping and countervailing duties and rights**

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

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

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

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

Js General Conditions of Contract (revised July 2010)



**PART B  
TERMS AND CONDITIONS FOR BIDDING**

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

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

SIGNATURE OF BIDDER: .....

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

DATE: .....

## BIDDER'S DISCLOSURE

### 1. PURPOSE OF THE FORM

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

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

### 2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest<sup>1</sup> in the enterprise, employed by the state? **YES/NO**

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

Full Name	Identity Number	Name of State institution

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

---

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

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

2.2.1 If so, furnish particulars:

.....  
.....

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

2.3.1 If so, furnish particulars:

.....  
.....

**3 DECLARATION**

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>2</sup> will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring

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

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

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

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

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

.....  
Signature Date

.....  
Position Name of bidder

This document must be signed and submitted together with your bid

## THE NATIONAL INDUSTRIAL PARTICIPATION PROGRAMME

### INTRODUCTION

The National Industrial Participation (NIP) Programme, which is applicable to all government procurement contracts that have an imported content, became effective on the 1 September 1996. The NIP policy and guidelines were fully endorsed by Cabinet on 30 April 1997. In terms of the Cabinet decision, all state and parastatal purchases / lease contracts (for goods, works and services) entered into after this date, are subject to the NIP requirements. NIP is obligatory and therefore must be complied with. The Industrial Participation Secretariat (IPS) of the Department of Trade and Industry (DTI) is charged with the responsibility of administering the programme.

### 1 PILLARS OF THE PROGRAMME

- 1.1 The NIP obligation is benchmarked on the imported content of the contract. Any contract having an imported content equal to or exceeding US\$ 10 million or other currency equivalent to US\$ 10 million will have a NIP obligation. This threshold of US\$ 10 million can be reached as follows:
- (a) Any single contract with imported content exceeding US\$10 million.  
or
  - (b) Multiple contracts for the same goods, works or services each with imported content exceeding US\$3 million awarded to one seller over a 2 year period which in total exceeds US\$10 million.  
or
  - (c) A contract with a renewable option clause, where should the option be exercised the total value of the imported content will exceed US\$10 million.  
or
  - (d) Multiple suppliers of the same goods, works or services under the same contract, where the value of the imported content of each allocation is equal to or exceeds US\$ 3 million worth of goods, works or services to the same government institution, which in total over a two (2) year period exceeds US\$10 million.
- 1.2 The NIP obligation applicable to suppliers in respect of sub-paragraphs 1.1 (a) to 1.1 (c) above will amount to 30 % of the imported content whilst suppliers in respect of paragraph 1.1 (d) shall incur 30% of the total NIP obligation on a *pro-rata* basis.
- 1.3 To satisfy the NIP obligation, the DTI would negotiate and conclude agreements such as investments, joint ventures, sub-contracting, licensee production, export promotion, sourcing arrangements and research and development (R&D) with partners or suppliers.

- 1.4 A period of seven years has been identified as the time frame within which to discharge the obligation.

## **2 REQUIREMENTS OF THE DEPARTMENT OF TRADE AND INDUSTRY**

- 2.1 In order to ensure effective implementation of the programme, successful bidders (contractors) are required to, immediately after the award of a contract that is in excess of **R10 million** (ten million Rands), submit details of such a contract to the DTI for reporting purposes.

- 2.2 The purpose for reporting details of contracts in excess of the amount of R10 million (ten million Rands) is to cater for multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as provided for in paragraphs 1.1.(b) to 1.1. (d) above.

## **3 BID SUBMISSION AND CONTRACT REPORTING REQUIREMENTS OF BIDDERS AND SUCCESSFUL BIDDERS (CONTRACTORS)**

- 3.1 Bidders are required to sign and submit this Standard Bidding Document (SBD 5) together with the bid on the closing date and time.

- 3.2 In order to accommodate multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as indicated in sub-paragraphs 1.1 (b) to 1.1 (d) above and to enable the DTI in determining the NIP obligation, successful bidders (contractors) are required, immediately after being officially notified about any successful bid with a value in excess of R10 million (ten million Rands), to contact and furnish the DTI with the following information:

- Bid / contract number.
- Description of the goods, works or services.
- Date on which the contract was accepted.
- Name, address and contact details of the government institution.
- Value of the contract.
- Imported content of the contract, if possible.

- 3.3 The information required in paragraph 3.2 above must be sent to the Department of Trade and Industry, Private Bag X 84, Pretoria, 0001 for the attention of Mr Elias Malapane within five (5) working days after award of the contract. Mr Malapane may be contacted on telephone (012) 394 1401, facsimile (012) 394 2401 or e-mail at [Elias@thedti.gov.za](mailto:Elias@thedti.gov.za) for further details about the programme.

## **4 PROCESS TO SATISFY THE NIP OBLIGATION**

- 4.1 Once the successful bidder (contractor) has made contact with and furnished the DTI with the information required, the following steps will be followed:
- a. the contractor and the DTI will determine the NIP obligation;
  - b. the contractor and the DTI will sign the NIP obligation agreement;

- c. the contractor will submit a performance guarantee to the DTI;
- d. the contractor will submit a business concept for consideration and approval by the DTI;
- e. upon approval of the business concept by the DTI, the contractor will submit detailed business plans outlining the business concepts;
- f. the contractor will implement the business plans; and
- g. the contractor will submit bi-annual progress reports on approved plans to the DTI.

4.2 The NIP obligation agreement is between the DTI and the successful bidder (contractor) and, therefore, does not involve the purchasing institution.

Bid number .....	Closing date:.....
Name of bidder.....	
Postal address .....	
.....	
Signature.....	Name (in print).....
Date.....	

Js475wc

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

**BID PROCESS (EQUAL OR BELOW R 50 MILLION)**

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

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

**1. DEFINITIONS**

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

## 2. GENERAL CONDITIONS

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

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

### 2.2 To be completed by the organ of state

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

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

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

### 2.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
<b>Total points for Price and SPECIFIC GOALS</b>	<b>100</b>

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

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

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

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

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

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

2.10.1 Historically Disadvantaged individuals (HDI):

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

2.10.2 Who is female:

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

2.10.3 Who has a disability:

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

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

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

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

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system)	Percentage ownership equity (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
<p>A person historically disadvantaged by unfair discrimination on the basis of race: provided that a person historically disadvantaged on the basis of race refers to Africans, Coloureds, Indians and people of Chinese descent who are South African citizen by birth or descent; who become citizen of the Republic of South Africa by Naturalisation-</p> <p>a) Before 27 April 1994            l. On or before 27 April 1994 and who would be entitled to acquire</p>	8		

citizenship by naturalisation prior to the date.			
II. Who is female	5		
III. Who has a disability	2		
IV. Specific goal: Who is youth	2		
V. Specific goal: Promotion of South African owned enterprises	3		

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

- (I) A maximum of 8 points may be allocated to tenderers who had no franchise in national elections before the 1983 and 1993 Constitution, on the following basis:
- **Percentage ownership equity**  $\times 8 \div 100 =$  number of points claimed.
- (II) A maximum of 5 points may be allocated for to tenderers who is female, on the following basis:
- **Percentage ownership equity**  $\times 5 \div 100 =$  number of points claimed.
- (III) A maximum of 2 points may be allocated to tenderers who has a disability, on the following basis:
- **Percentage ownership equity**  $\times 2 \div 100 =$  number of points claimed.
- (IV) A maximum of 2 points may be allocated to tenderers who are youth, on the following basis:
- **Percentage ownership equity**  $\times 2 \div 100 =$  number of points claimed.
- (V) A maximum of 3 points may be allocated to tenderers for locality, on the following basis:
- **Percentage ownership equity**  $\times 3 \div 100 =$  number of points claimed.

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

### **3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES**

#### **3.1. POINTS AWARDED FOR PRICE**

##### **3.1.1 THE 80/20 PREFERENCE POINT SYSTEMS**

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

**80/20**

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

Where

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

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

#### 3.2.1. POINTS AWARDED FOR PRICE

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

**80/20**

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

Where

- Ps = Points scored for price of tender under consideration  
 Pt = Price of tender under consideration  
 Pmax = Price of highest acceptable tender

### 4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

then the organ of state must indicate the points allocated for specific goals for both the

90/10 and 80/20 preference point system.

- 4.3 A consortium or joint venture may, based on the percentage of the contract value managed or executed by their members, be entitled to claim points in respect of specific contract participation goals.
- 4.4 A tenderer will not be awarded points for HDI if it is indicated in the tender documents that such a tenderer intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for the same number or more points for equity ownership.
- 4.5 A tenderer awarded a contract as a result of preference for contracting with, or providing equity ownership to a HDI, may not subcontract more than 25% of the value of the contract to a tenderer who is not a HDI or does not qualify for the same number or more preference for equity ownership.

**5. SUB-CONTRACTING**

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

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

5.1.1 If yes, indicate:

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

**6. DECLARATION WITH REGARD TO COMPANY/FIRM**

6.1. Name of company/firm: .....

6.2. Company registration number: .....

6.3. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

6.4. I, the undersigned, who is duly authorised to do so on behalf of the company/firm,

certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
  - (a) disqualify the person from the tendering process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
  - (e) forward the matter for criminal prosecution, if deemed necessary.

..... <b>SIGNATURE(S) OF TENDERER(S)</b>	
<b>SURNAME AND NAME:</b>	.....
<b>DATE:</b>	.....
<b>ADDRESS:</b>	..... .....



agriculture

Department:  
Agriculture  
REPUBLIC OF SOUTH AFRICA



**OFFICE OF THE CHIEF DIRECTOR: NATIONAL EXTENSION SUPPORT SERVICES**  
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## TERMS OF REFERENCE (TOR)

FOR THE

**APPOINTMENT OF A SERVICE PROVIDER TO CONDUCT A PROVINCIAL AND NATIONAL PROFILING STUDY OF (PUBLIC AND PRIVATE SECTOR) EXTENSION AND ADVISORY SERVICE (EAS) AND ITS ROLE ON FOOD SECURITY AND AGRICULTURAL PRODUCTIVITY IN SOUTH AFRICA AS WELL AS REGIONAL AND INTERNATIONAL BENCHMARKING STUDY ON EAS FOR A PERIOD OF 18 MONTHS**

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### 1. BACKGROUND AND CONTEXT

- 1.1 The post-apartheid South African public service has faced persistent challenges linked to uneven education and inadequate expertise among its personnel. Researchers such as Mathonsi et al. (2022) and Masuku and Jili (2019) highlight deficiencies in skills, talent, and ethical coherence, which have contributed to service delivery inefficiencies and widespread dissatisfaction. Strengthening the professionalism of public servants is considered vital to remedy these concerns and fulfil national mandates effectively.
- 1.2 To address these shortcomings, government has implemented policy instruments like the Public Service Regulations (PSRs) and directives from the Minister of Public Service. These frameworks are guided by Section 195(1) of the Constitution (1996), which emphasizes values such as transparency, accountability, and responsiveness. The overarching goal is to transform the public sector into a more professional, adaptive, and ethical workforce capable of driving meaningful service delivery.
- 1.3 Professionalisation entails cultivating a public service with formal qualifications, shared values, and ethical standards. Scholars and policy reports stress that professionals should possess specialised knowledge, experience, and integrity, and operate within regulated peer networks. The National School of Government (NSG) underscores the significance of institutionalising these traits through education, codes of conduct, and the formation of professional identities aligned with the Constitution.
- 1.4 The National Implementation Framework for Professionalisation (NSG, 2022) aims to embed professionalism across the public sector by enhancing legal instruments, building partnerships with higher education institutions, and ensuring merit-based recruitment. It aligns with broader developmental goals outlined in the National Development Plan and Medium-Term Strategic Framework, and echoes government's pursuit of a capable, ethical, and developmental state dedicated to accountability, transformation, and improved performance.
- 1.5 Within the agricultural sector, the Department of Agriculture—through its National Extension Support Services (NESS)—has established extensive policies to professionalise Extension and Advisory Services (EAS). Despite efforts like the Extension Recovery Plan and frameworks for EAS conduct and visibility, public critique persists regarding their effectiveness and professionalism.
- 1.6 The specific objectives of the profiling study of Extension and Advisory Services (EAS) are to establish the current status, performance, and strategic role of EAS, building on the foundation of the previous government-led profiling study conducted in 2009. Given the evolving agricultural landscape and persistent concerns around effectiveness and professionalism, a refreshed and holistic assessment is now imperative.

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### 2. OBJECTIVES

- 2.1 The specific objective of the study (profiling, research and benchmarking) on Extension and Advisory Services (EAS) is to establish the current status, performance, and strategic role of EAS through the following focus areas:
- 2.1.1 Assess the visibility and accountability of Extension Practitioners (EPs) within the farming communities and institutions (both government and private).
  - 2.1.2 Professionalism and image of EAS, including skills development, qualifications profile, working experience, professional registration, and reporting lines/practices.
  - 2.1.3 Organisational structures, focusing on the configuration, placement, roles and integration of extension services within national, provincial, and district organograms in line with their qualifications in the Provincial Departments of Agriculture (PDAs).
  - 2.1.4 Assess the Standard Operating Procedure for EAS for consistency and adequacy.
  - 2.1.5 Assess the extension personnel profile and the recruitment processes in line the required staffing ratio of 1:3:1 (5:1:3:1), split between EPs and management,
  - 2.1.6 Establish the status of the existing placement of EPs versus the location of farming units and recommend the most effective and efficient placements per commodity.
  - 2.1.5 Assess the existing extension-to-producer ratios (per commodity; per producer category) and recommend a standard formula for calculating ratios (per commodity; per producer category).
  - 2.1.7 Extension working tools, such as Information and Communication Technology (ICT) resources and other operational enablers (both movable and non-movable) that support service delivery.
  - 2.1.8 Institutional arrangements (e.g., fora, partnership etc.) guiding the implementation of EAS at the three spheres of government to ensure coherence and alignment and Sub-Saharan Africa.
  - 2.1.9 Assess the role and impact of EAS on food and nutrition security and agricultural productivity.
  - 2.1.10 Conduct a Regional and international benchmarking study on the status and trajectory of EAS.
  - 2.1.11 Develop consolidated reports and recommendations for each of the nine PDAs, to inform policy refinement, strategic interventions, and long-term improvements in EAS effectiveness and sustainability.

### 3. SCOPE AND DESCRIPTION OF WORK

- 3.1 A Service Provider is required to conduct a study (profiling, research and benchmarking) of the EAS (public and private) and its role on food and nutrition security and agricultural productivity in South Africa.
- 3.2 The study should be completed within eighteen (18) months from the date of appointment.
- 3.3 As part of this study, the Service Provider is be expected to undertake and deliver on the following major activities and responsibilities:

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- 3.3.1 **Regional and International:** Conduct a desktop study on regional (Africa) (i.e., Ethiopia, Kenya, Nigeria, and Ghana) and international (i.e., Netherlands, Brazil, China, and India) benchmarking study on EAS.
- 3.3.2 **Research report** on the role and impact of EAS on food and nutrition security and agricultural productivity.
- 3.3.3 **Provincial:** A consolidated Profiling Status Quo Report on EAS (public and private) for each province.
- 3.3.4 **National:** A consolidated National Profiling Study on EAS (public and private) in South Africa, and a short policy brief.
- 3.3.5 **Consultation:** Provincial profiling studies will be validated at provincial level with relevant stakeholders. The rest of the reports including a National Profiling Study will be consulted through a national validation workshop with key stakeholders.

## 4. DELIVERABLES AND MILESTONES

- 4.1 All project deliverables (reports) in complete satisfaction of this Terms of Reference are to be submitted to the Project Manager at the Department of Agriculture (DoA) in reproducible electronic format/s as well as in printed format (two copies per report).
- 4.2 The project deliverables, in all prescribed formats, will become and remain the property of the DoA.
- 4.3 The project will be rolled out in the following phases:

Table 1: Project Phases

PROJECT PHASE	Key Activities
<b>Phase 1: Project Inception Report</b>	<b>Setting the scene:</b> first meeting with the client to be held within five (5) working days of appointment. This phase will also include a detailed project programme plan, project deliverables, timeframes and budget to be included in a <b>Project Inception Report</b> . The <b>Project Inception Report</b> should also include consultation, communication and stakeholder engagement plan.
<b>Phase 2: Regional and International Benchmarking Study</b>	The service provider is expected to deliver on the Final Draft International Benchmarking Study on EAS focusing, but not limited to the identified countries in Section 3. This deliverable is expected to be finalised within two (2) months after the appointment.
<b>Phase 3: Research report on the impact of EAS</b>	The service provider is expected to deliver the Final Draft Research Report on the Impact of EAS on food and nutrition security and agricultural productivity. This deliverable is expected to be finalised within eight (8) months after the appointment.
<b>Phase 4: Provincial Profiling Study</b>	The service provider is expected to submit provincial profiling studies inclusive of public and private sector EAS. This deliverable is expected to be finalised within thirteen (13) months after the appointment.
<b>Phase 5: National Profiling Study</b>	The service provider will be expected to submit a final consolidated National Profiling Study on EAS (public and private) in South Africa within sixteen (16) months after the appointment.
<b>Phase 6: Validation</b>	A validation workshop with key stakeholders will be organised to

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<b>Workshop</b>	validate the final provincial and national profiling reports during the last two (2) months of this project. The service provider should make provision during this period to consolidate inputs and comments from stakeholders. Final edited including of a short policy brief are submitted during this phase.
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### 5. PROJECT TIME FRAME AND COST

5.1 It is expected that the project be completed within period of 18 months effective from the date of appointment. The timeframe for each milestone as well as the associated deliverable is presented in Table 2.

Table 2: Project Cost and timeframe

PROJECT PHASE	AMOUNT PAYABLE	SUBMISSION/OUTPUT	TIME FRAMES
<b>Phase 1: Project Inception Report</b>	10%	Project Inception Report (electronic and two signed copies per report)	One (1) Month
<b>Phase 2: Regional and International Benchmarking Study</b>	15%	Final Draft International Benchmarking Study on EAS (electronic and two signed copies per report)	Two (2) Months
<b>Phase 3: Research report on the impact of EAS</b>	15%	Final Draft Research report on the impact of EAS (electronic and two signed copies per report)	Three (3) Months
<b>Phase 4: Provincial Profiling Study</b>	15%	Final Draft Provincial Profiling Study (Nine reports) (electronic and two signed copies per report)	Six (6) Months
<b>Phase 5: National Profiling Study</b>	15%	Final Draft National Profiling Study (electronic and two signed copies per report)	Two (2) Months
<b>Phase 6: Validation Workshops</b>	20%	Briefing of provincial management on draft profiling report on virtual platform  Nine provincial workshops and one national stakeholder validation workshop (physical).	Five (5) Months
<b>Phase 7: Final submission of reports</b>	10%	Final reports and a short policy brief (edited, electronic, and and two signed copies per report)	One (1) Month

5.2 An amount for all phases is payable upon receipt and ratification of the report by the Department of Agriculture.

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- 5.3 Monthly status reports (per phase) will be forwarded by the service provider to the designated Project Manager for DoA. The service provider will be required to report in an electronic format.

### 6. RELEVANT SKILLS AND EXPERIENCE OF THE SERVICE PROVIDER AND RESOURCES

To undertake the study (profiling, research and benchmarking), the service provider will need a minimum combination of technical and non-technical skills, including the following:

#### 6.1 Experience of the organisation

At least ten years relevant experience, after the qualification, in conducting either profiling, benchmarking and/or evaluation studies in the agricultural sector. The service provider must have successfully completed a minimum of three studies related to conducting either profiling, benchmarking, or evaluation of agricultural projects.

#### 6.2 Technical Skills of Lead Researcher:

- 6.2.1 **Qualifications:** Appropriate and recognised postgraduate qualification at a minimum master's level (NQF 9) in agriculture from recognised institution, with a minimum ten years relevant experience in research and report writing in the agricultural sector.

**NB: The Lead Researcher must submit a signed letter of consent that their CV is submitted as part of the bid.**

#### 6.3 Non-technical skills

- 6.3.1 **Project management:** Ability to manage projects, prioritise tasks, and meet deadlines.
- 6.3.2 **Communication:** Effective communication with stakeholders, team members, and customers.
- 6.3.3 Document design, formatting, and editing.

#### 6.4 Additional Skills and Conditions:

- 6.4.1 The Team must comprise of a Project Manager and Professional Agricultural Researchers (Attach an organogram). It is recommended that the Service provider submit a list of people who will be directly involved in the project including, among other things, names, qualifications and relevant experience. This should clearly indicate what roles each team member will play in the project.

6.4.1.1 The Service Provider to submit CVs of all team members, indicating relevant qualifications and experience as required by this Terms of Reference; full contact details (office, fax and cell phone, and email),

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- 6.4.2 Proven experience in profiling, evaluation, research, analytical, writing and communication skills within government, non-governmental organisation (NGO), and/or private sector.
- 6.4.3 Expertise in managing and coordinating multi-disciplinary projects (project management skills).
- 6.4.4 Staffing requirements identified on the onset of the project shall remain unchanged for the duration of the project, unless prior written consent has been granted by the Department. The official(s) to replace one or more of the team members must possess same skills and qualifications as the person(s) being replaced.

### 7. MANDATORY REQUIREMENTS FOR SUBMISSION OF THE PROPOSAL

Failure to submit/attach or fulfil the following requirements will disqualify the proposal of the service provider:

- 7.1 Submit a detailed proposal for the design, costing, timeframes, and implementation of the study (profiling, research and benchmarking).
- 7.2 Provide a detailed Project Plan that outlines the phases of the Project and timelines to complete the project within eighteen (18) months.
- 7.3 A pricing schedule using the prescribed format.
- 7.4 Pricing schedule **must** be fully completed and signed. The pricing schedule, SBD 3.1, must be completed in full. No replication of this document will be accepted. No pricing schedule other than SBD 3.1 will be accepted.
- 7.5 Attendance of a compulsory physical briefing session
- 7.6 Lead Researcher: the Lead Researcher must provide a copy of relevant valid certificate showing registration with an existing professional body, such as the South African Council for Natural Scientific Professions (SACNASP) in terms of the Natural Professions Act (Act No. 27 of 2003). Certified copies must not be older than six (6) months from the closing of the Bid.
- 7.7 Attach Curriculum Vitae with certified copies of qualifications of all team members who are qualified and experienced in related work in the agricultural sector. Certified copies must not be older than six (6) months from the closing of the Bid.
- 7.8 The Lead Researcher must submit a signed letter of consent that their CV is submitted as part of the bid.

**Failure to comply with the above requirements of paragraph 8 will lead to automatic disqualification.**

### 8. TAX COMPLIANCE STATUS

- 8.1 No bid shall be awarded to a Service Provider who is not tax compliant. The Department reserves the right to withdraw an award made, or cancel a contract concluded with a successful Service Provider in the event that it is established that such Service Provider was in fact not tax compliant at the time of the award, or has submitted a fraudulent Tax Clearance Certificate to

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the Department, or whose verification against the Central Supplier Database (CSD) proves non-compliant. The Department further reserves the right to cancel a contract with a successful Service Provider if such Service Provider does not remain tax compliant for the full term of the contract.

- 8.2 The Service Provider must be registered on the National Treasury Central Supplier Database and attach a report as proof or provide registration number (MAAA) in the space provided on SBD 1 form.

### 9. METHOD OF PAYMENT

- 9.1 Payment will only be done within 30 days after successful completion of a milestone certified by the Project Manager through the Project Steering Committee.
- 9.2 Original invoices as per deliverables that substantiate all costs must be provided. The invoices should include the department's order number that will be provided to the appointed service provider. Invoices must clearly indicate the work done and to what extent the objectives were achieved. Invoices can either be e-mailed or hand delivered to the Project Manager together with the completed report (milestone) of each phase.

### 10. FINANCIAL PENALTIES

- 10.1 Due to the urgency of the project, it is critical that timeframes are strictly adhered to. Financial penalties will be imposed for any delay or non-compliance with time and quality requirements.
- 10.2 Financial penalties shall be imposed for agreed-upon milestones, targets, and deadlines not met without providing:
- 10.2.1 Timely notification of such delays.
  - 10.2.2 Valid reasons for the delays.
  - 10.2.3 Supporting evidence that the delays were outside of the influence of the service provider.
- 10.3 Financial penalties will be imposed if the outputs produced do not meet the agreed-upon deliverables criteria as stipulated in the General Conditions of Contract.

**Table 4: Proposed financial penalties**

PROJECT PHASE	SUBMISSION/OUTPUT	2 WEEKS DELAY	1 MONTH DELAY	6 WEEKS DELAY	MORE THAN 6 WEEKS DELAYS
<b>Phase 1: Project Inception Report</b>	Project Inception Report (electronic)	5% of Invoice	10% of Invoice	20% of invoice	40% of invoice
<b>Phase 2: Regional and International Benchmarking Study</b>	Final Draft International Benchmarking Study on EAS (electronic)	5% of Invoice	10% of Invoice	20% of invoice	40% of invoice
<b>Phase 3: Research report</b>	Final Draft Research report on the impact of	5% of Invoice	10% of Invoice	20% of invoice	40% of invoice

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<b>on the impact of EAS</b>	EAS (electronic)				
<b>Phase 4: Provincial Profiling Study</b>	Final Draft Provincial Profiling Study (Nine reports) (electronic)	5% of Invoice	10% of Invoice	20% of invoice	40% of invoice
<b>Phase 5: National Profiling Study</b>	Final Draft National Profiling Study (electronic)	5% of Invoice	10% of Invoice	20% of invoice	40% of invoice
<b>Phase 6: Validation Workshop</b>	Final reports and a short policy brief (edited, electronic, and hard copies)	5% of Invoice	10% of Invoice	20% of invoice	40% of invoice

### 11. ADMINISTRATIVE ISSUES

- 11.1 **Use of Material and Information:** No material or information derived from the provision of the services under the contract may be used for any purposes other than those of the Department of Agriculture, except where authorised in writing to do so.
- 11.2 **Subsistence and Travel Expenses:** The quoted price must be inclusive of professional fees, transport, and accommodation expenses for the Service Provider.

### 12. CONFIDENTIALITY CLAUSE

- 12.1 The service provider is expected to sign a confidentiality agreement and agrees to keep all records confidential and not to disclose such records to any third party without the written consent from the Department of Agriculture.

### 13. OWNERSHIP OF THE INTELLECTUAL AND OTHER PROPERTY

- 13.1 All artifacts developed as part of this project should be surrendered to the Department of Agriculture at the end of the project and cannot be used or shared, whether for profit or otherwise, with any other party, without written permission from DoA.
- 13.2 The DoA retains all copyright and associated intellectual property rights relating to the project.

### 14. PHYSICAL ADDRESS

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

The Director-General  
Department of Agriculture  
20 Steve Biko Street  
ARCADIA  
0001

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### 15. GENERAL CONDITIONS OF CONTRACT

- 15.1 The General Conditions of Contracts apply, and the department reserves the right not to award the contract.

### 16. TERMS AND CONDITIONS

- 16.1 Awarding of the contract will be subject to the service provider's acceptance of the DoA Supply Chain Management's general contract conditions. The DoA and Service Provider will sign a Services Level Agreement upon appointment.
- 16.2 The service provider should commence with the project within five (5) days after receiving the letter of appointment and the service level agreement signed.
- 16.3 During the execution of the project, the service provider is required to give reports on the progress of the project, as outlined in Table 1. It is the responsibility of the service provider to organise the progress report meetings and have one of their representatives assigned to take minutes and circulate them to other members.
- 16.4 Any deviation from the project plan should be put in writing and signed by the Project Manager. The DoA shall approve such deviation through the Project Steering Committee.
- 16.5 Any suggestions during the progress meetings, once accepted by both parties, shall form part of the contract.
- 16.6 When DoA accepts the final product, the appointed service provider will be liable to correct errors and fill gaps that may be discovered in the data/project, at no charge to DoA. This condition will apply for a period of one month from the day the project was completed and submitted to DoA.

### 17. OUTCLAUSE

- 17.1 The DoA reserves the right not to appoint, if suitable candidates are not found, at the complete discretion of the department.
- 17.2 The department reserves the right to terminate the contract in the event that there is clear evidence of non-performance.
- 17.3 The DoA and the service provider will sign a Service Level Agreement (SLA) upon appointment. Such an SLA will include the following:
- a. Period of agreement
  - b. Project objectives and scope
  - c. Project Plan and Project Plan Management
  - d. Budget
  - e. Cost and fee payment
  - f. Method of Communication
  - g. Reporting Relationship
  - h. Deliverables and terms of deliverables
  - i. Reviews
  - j. Uncompleted work
  - k. Confidentiality
  - l. Disputes
  - m. Financial penalties and termination of the contract

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**18. EVALUATION CRITERIA**

**This bid shall be evaluated in three (3) stages:**

- 18.1 Stage 1:** Bids will be evaluated on functionality.
- 18.2 Stage 2:** Bids will be evaluated in terms of presentation.
- 18.3 Stage 3:** Bids will be evaluated in accordance with 80/20 preference points system as stipulated below.

**18.1 Stage 1 – Evaluation of Proposal**

The proposals will be evaluated individually by members of the Bid Evaluation Committee in accordance with the below functionality criteria and values. The applicable values that will be utilized when scoring each criterion ranges from **0 no information provided, 1 being poor, 2 being average, 3 being good, 4 being very good and 5 being excellent**. There is a weight allocated which will be multiplied by the score to get the points allocation for each criteria.

Table 4: Evaluation criteria for the proposal

<b>CRITERIA</b>	<b>GUIDELINES FOR APPLICATION</b>	<b>WEIGHT</b>
<b>1. Qualification and Experience of Organization and Team (55%)</b>	<p><b>1.1 Experience of the service provider</b></p> <p>Experience of the service provider in conducting either profiling, benchmarking and/or evaluation studies in the agricultural sector. The service must have successfully completed a minimum of three related studies.</p> <p><b>Proof required:</b> Attach a minimum of four reference letters of previous successful work performed in provider in conducting either profiling, benchmarking and/or evaluation studies in the agricultural sector. The reference letters must be on their clients' official letterheads with contact details and must be duly signed. The content of the reference letters must indicate the type of services rendered/completed.</p> <p><b>Score rating:</b></p> <ol style="list-style-type: none"> <li>1) <b>no documentation provided = 0</b></li> <li>2) <i>One duly signed reference letter on the clients' letterhead – <b>Poor = 1</b></i></li> <li>3) <i>Two duly signed reference letters on the clients' letterhead – <b>Average = 2</b></i></li> <li>4) <i>Three duly signed reference letters on the clients' letterhead – <b>Good = 3</b></i></li> <li>5) <i>Four duly signed reference letters on the clients' letterhead - <b>Very good= 4</b></i></li> <li>6) <i>More than four duly signed reference letters on the clients' letterhead - <b>Excellent = 5</b></i></li> </ol>	<b>20%</b>

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CRITERIA	GUIDELINES FOR APPLICATION	WEIGHT
	<p><b>1.2 Qualifications and experience of the lead researcher</b></p> <p>Qualifications of the lead researcher working with organisations to do such benchmarking exercises and analysis. The lead researcher must have a minimum master's degree (NQF 9) in the agricultural field, and a combined minimum of ten (10) years relevant post qualification experience.</p> <ul style="list-style-type: none"> <li>i) The lead researcher must have a minimum master's degree (NQF 9) in the agricultural field.</li> <li>ii) The Lead Researcher must have a combined minimum ten (10) years relevant post qualification experience.</li> </ul> <p><b><u>Proof required:</u></b> Attach certified copies of qualifications and the detailed CV (Certified copies must not be older than six (6) months from the closing of the Bid).</p> <p><b><u>Score rating:</u></b></p> <ul style="list-style-type: none"> <li>1) <i>Both i) and ii) not met = 0</i></li> <li>2) <i>Lead researcher possess NQF level 6 qualifications or lower with less than three years' experience . – <b>Poor = 1</b></i></li> <li>2) <i>Lead researcher possess NQF level 7 qualifications with three to five years' experience – <b>Average =2</b></i></li> <li>3) <i>Lead researcher possess NQF level 8 qualifications with more than five but less than ten years' experience – <b>Good = 3</b></i></li> <li>4) <i>Lead researcher possess NQF level 9 qualifications with ten years' experience – <b>Very Good = 4</b></i></li> <li>5) <i>Lead researcher possess NQF level 10 qualifications and with more than ten years' experience– <b>Excellent = 5</b></i></li> </ul>	<p><b>35%</b></p>

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CRITERIA	GUIDELINES FOR APPLICATION	WEIGHT
<b>2. Methodology and Project Proposal (40%)</b>	<p><b>2.1 Methodology and Project Proposal</b></p> <p>A broad overview of approaches and methodologies that may be employed to execute the project, as per the scope of work.</p> <ul style="list-style-type: none"> <li>• Appropriateness of proposed approach and methodology;</li> <li>• The degree to which the methodology proposed is sound, professional, realistic, logical, and adequately resourced;</li> <li>• Method and clarity regarding the presentation of the final outputs of the project;</li> <li>• Programme with clear timelines and output;</li> <li>• Indicators and means of verifying progress;</li> <li>• Quality assurance steps indicated; and</li> <li>• Clear reporting mechanisms.</li> </ul> <p><b>Proof required:</b> A detailed proposal with a clear methodology on how the milestones will be achieved. The methodology should cover various items not limited to the following:</p> <ul style="list-style-type: none"> <li>• <b>Executive summary:</b> Brief overview of the study, Rationale and strategic relevance, Summary of expected benefits and outcome.</li> <li>• <b>Objectives and scope:</b> Clear articulation of the study's goals; Definition of what will be benchmarked (e.g., processes, performance metrics, service delivery models); and Scope boundaries (geographic, institutional, thematic)</li> <li>• <b>Methodology:</b> Benchmarking approach (internal, external, functional, competitive, etc.), Data collection methods (surveys, interviews, document reviews), Data analysis etc. A separate methodology may be required for different milestones e.g., benchmarking, profiling, and research report.</li> <li>• <b>Project design and work plan:</b> Phases of implementation (planning, data collection, analysis, reporting), Gantt chart linked to the timeline with milestones, Roles and responsibilities of team members, Risk assessment and mitigation strategies.</li> <li>• <b>Stakeholder engagement:</b> Identification of key stakeholders and partner; Engagement strategy (consultations, validation workshops, feedback loops); Communication plan etc.</li> <li>• <b>Expected deliverables:</b> a reflection of the deliverables as outline in Table 1.</li> <li>• <b>Budget and resource requirements:</b> Estimated costs (personnel, data collection, analysis, etc.) to be aligned with the pricing schedule.</li> </ul>	<b>45%</b>

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CRITERIA	GUIDELINES FOR APPLICATION	WEIGHT
	<ul style="list-style-type: none"> <li>• <b>Monitoring and evaluation:</b> Mechanisms for tracking progress; Indicators for success; and Feedback and learning loops.</li> </ul> <p><b>Score rating:</b></p> <ol style="list-style-type: none"> <li>1) <i>Non-submission of Methodology and Project Proposal = 0</i></li> <li>2) <i>Proposal address four or less of the minimum eight bullets mentioned above – <b>Poor = 1</b></i></li> <li>3) <i>The Methodology and Project Proposal plan address more than four but less than the minimum eights bullets mentioned above – <b>Average = 2</b></i></li> <li>4) <i>The Methodology and Project Proposal <u>adequately address</u> minimum eight bullets mentioned above –<b>Good = 3</b></i></li> <li>5) <i>The Methodology and Project Proposal <u>adequately address</u> the minimum eight bullets mentioned above and proposes additional sections necessary for this type of a study - <b>Very good= 4</b></i></li> <li>6) <i>The Methodology and Project Proposal <u>substantially exceed</u> the requirements in the ToR by including value adds in terms of tools and resources, expedient design and development process, low cost, and various innovative approaches including use of technology. – <b>Excellent = 5</b></i></li> </ol>	
<b>TOTAL</b>		<b>100</b>

**Proposals with functionality / technical points of less than the pre-determined minimum overall percentage of 70% will be eliminated from further evaluation.**

**18.2 Second Stage — Evaluation in terms of presentation.**

The presentation will be evaluated in accordance with values illustrated below. The applicable values that will be utilized when scoring each criterion range from **1 being poor, 2 being average, 3 being good, 4 being very good and 5 being excellent.**

TABLE 5: Presentation Evaluation

PRESENTATION EVALUATION CRITERIA	WEIGHT
<p><b>Presentation on the project proposal approach:</b></p> <ol style="list-style-type: none"> <li>1. <i>Approach to project proposal does not outline the requirements as specified in the ToR –<b>Poor=1</b></i></li> <li>2. <i>Approach to project proposal inadequately and poorly addresses requirements in the ToR – <b>Average=2</b></i></li> <li>3. <i>Approach to project proposal adequately addresses most of the requirements in the ToR –<b>Good=3</b></i></li> <li>4. <i>Approach to project proposal adequately specified all requirements in the ToR and is acceptable for implementation - <b>Very good=4</b></i></li> </ol>	<b>100</b>

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5. <i>Approach to project proposal exceptionally specifies the manner in which the project will be delivered and indicates additional value adds in terms of tools and resources, expedient design and development process, low cost, and various innovative approaches including use of technology. – Excellent=5</i>	
<b>Total Points</b>	

Service Providers who fail to achieve a minimum of **70** points out of **100** points for presentation will not be evaluated further on the third stage in accordance with the **80/20** preference points.

### 18.3 Third Stage — Evaluation in terms of 80/20 preference point system as prescribed in the Preferential Procurement Regulations, 2022

#### POINTS AWARDED FOR PRICE

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

**80/20**

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

Where

P<sub>s</sub> = Points scored for price of tender under consideration

P<sub>t</sub> = Price of tender under consideration

P<sub>min</sub> = Price of lowest acceptable tender

#### POINTS AWARDED FOR SPECIFIC GOALS

In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender, the tenderer will be allocated points based on the goals stated in table 1 below, as may be supported by proof/ documentation stated in the conditions of this tender.

In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of— an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or

Any other invitation for tender, for either the 80/20 or 90/10 preference point system, will apply, and that the lowest acceptable tender will be used to determine the applicable preference point system; then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point systems.

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**Table 6: Specific goals for the tender and points claimed are indicated per the table below.** (Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.

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

Table 6: Preference point system

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system)
I. A person historically disadvantaged by unfair discrimination on the basis of race: provided that a person historically disadvantaged on the basis of race refers to Africans, Coloureds, Indians and people of Chinese descent who are South African citizen by birth or descent; who become citizen of the Republic of South Africa by Naturalisation- a) Before 27 April 1994 b) On or before 27 April 1994 and who would be entitled to acquire citizenship by naturalisation prior to the date	8
II. Who is female	5
III. Who is disabled	2
IV. Specific goal: Youth	2
V. Specific goal: Locality Promotion of South African owned enterprises	3

**Total points of price and HDIs must not exceed 100**

### 19. CONTACT PERSON FOR TECHNICAL AND SCM ENQUIRIES

ENQUIRIES	NAME	CONTACT DETAILS
Technical	Mr Nkosinathi Motsoane	012 312 9937 <a href="mailto:NkosinathiM@nda.gov.za">NkosinathiM@nda.gov.za</a>
Bid related	Mr Ben Coetzer	012 312 8375 <a href="mailto:BenC@nda.gov.za">BenC@nda.gov.za</a>

### 20. PUBLICATION

- 20.1 National Treasury Tender e-Portal
- 20.2 Departmental website
- 20.3 Publication for 21 days
- 20.4 There will be a compulsory physical briefing session

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### REFERENCE LIST

DAFF, 2009. Extension Profiling Report. Pretoria, RSA.

Department of Agriculture, Forestry and Fisheries (DAFF, 2005), Norms and Standards for Extension and Advisory Services in Agriculture

Government of South Africa. The Constitution of the Republic of South Africa, 1996. LexisNexis South Africa. Pretoria, RSA.

Masuku, M.M. & Jili, N.N., 2019. Public service delivery in South Africa: The political influence at local government level. *Journal of Public Affairs*, 19(4), e1935.

Mathonsi<sup>1</sup>, V., Ndlovu, G., Thusi, X., Mlambo, V.H., & Mkhize, N., 2022. Professionalizing the Public Sector in South Africa: Challenges, Opportunities and Prospects. *Jssrr*, Volume 5, Issue 12, December 2022. pp. 328-340. <http://dx.doi.org/10.47814/ijssrr.v5i12.667> (Accessed 18 June 2025).

National School of Government (NSG), 2022. National Framework Towards the Professionalisation of the Public Sector. Pretoria, RSA

**5/2/2/1(014)2025/2026**

**APPOINTMENT OF A SERVICE PROVIDER TO CONDUCT A PROVINCIAL AND NATIONAL PROFILING STUDY OF (PUBLIC AND PRIVATE SECTOR) EXTENSION AND ADVISORY SERVICE (EAS) AND ITS ROLE ON FOOD SECURITY AND AGRICULTURAL PRODUCTIVITY IN SOUTH AFRICA AS WELL AS REGIONAL AND INTERNATIONAL BENCHMARKING STUDY ON EAS FOR A PERIOD OF 18 MONTHS**

**CLOSING DATE: 20 MAY 2026 @ 11:00**

**NB: there will be a compulsory briefing session as follows:**

**Date: 30 April 2026**

**Venue: Imbizo Hall  
Harvest House  
30 Hamilton Street  
Pretoria**

**Time: 10:00**

**TECHNICAL ENQUIRIES** : Mr Nkosinathi Motsoane  
**TEL** : (012) 312 9937  
**EMAIL** : [NkosinathiM@nda.gov.za](mailto:NkosinathiM@nda.gov.za)

**BID RELATED ENQUIRIES** : Mr. B Coetzer  
**TEL** : (012) 312 8375  
**EMAIL** : [BenC@nda.gov.za](mailto:BenC@nda.gov.za)

**NB : The applicable preference point system for this bid is the 80/20 preference point system.  
(all applicable taxes included)**

**NB: BID CLOSING ADDRESS:  
DEPARTMENT OF AGRICULTURE, 600 LILLIAN NGOYI STREET, PRETORIA, 0001**

APPOINTMENT OF A SERVICE PROVIDER TO CONDUCT A PROVINCIAL AND NATIONAL PROFILING STUDY OF (PUBLIC AND PRIVATE SECTOR) EXTENSION AND ADVISORY SERVICE (EAS) AND ITS ROLE ON FOOD SECURITY AND AGRICULTURAL PRODUCTIVITY IN SOUTH AFRICA AS WELL AS REGIONAL AND INTERNATIONAL BENCHMARKING STUDY ON EAS FOR A PERIOD OF 18 MONTHS

**PRICING SCHEDULE**

**(Professional Services)**

NAME OF BIDDER: .....	BID NO.: .....
CLOSING TIME 11:00	CLOSING DATE 20 MAY 2026

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

1. The accompanying information must be used for the formulation of proposals.
2. Bidders must complete this SBD 3.3 form in full (Pricing Schedule).
3. Bidders are required to indicate total cost for the project.

Bid No.: .....

Name of Bidder: .....

APPOINTMENT OF A SERVICE PROVIDER TO CONDUCT A PROVINCIAL AND NATIONAL PROFILING STUDY OF (PUBLIC AND PRIVATE SECTOR) EXTENSION AND ADVISORY SERVICE (EAS) AND ITS ROLE ON FOOD SECURITY AND AGRICULTURAL PRODUCTIVITY IN SOUTH AFRICA AS WELL AS REGIONAL AND INTERNATIONAL BENCHMARKING STUDY ON EAS FOR A PERIOD OF 18 MONTHS

Total Quote Price (INCLUSIVE OF VAT) R.....

- 4. Prices must be firm for the full period of the contract. Any adjustments to the quotation prices that include consumer price index, rate of exchange, etc. will not be considered, as these adjustments **must be factored in the bid prices**.
- 5. Period required for commencement with project after receipt of an official order : \_\_\_\_\_
- 6. Will the project be completed within eighteen (18) months from date of receipt of an official order: Yes / No

If no, provide reason.

\_\_\_\_\_

Phases	Deliverables	Cost Per Phase	Timeframe	RATE PER HOUR/CONSULTATION
Phase 1: Inception Report:	Project Inception Report (electronic)	10%	1 month	R
Phase 2: Analysis and Design: Regional and International Benchmarking Study	Final Draft International Benchmarking Study on EAS (electronic) (must be submitted within 2 months after approval of	15%		R

Bidder's Signature.....

Date:.....

Bid No.: .....

Name of Bidder: .....

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	<b>inception report</b>		11 Months	
<b>Phase 3: Research report on the impact of EAS</b>	<b>Final Draft Research report on the impact of EAS (electronic) (must be submitted within 1 month after endorsement of Analysis and Design</b>	15%		R
<b>Phase 4: Provincial Profiling Study</b>	<b>Final Draft Provincial Profiling Study (Nine reports) (electronic) (must be submitted within 8 months after approval of inception report</b>	15%		R
<b>Phase 5: National Profiling Study</b>	<b>Final Draft National Profiling Study (electronic)</b>	15%	2 Months	R
<b>Phase 6: Validation Workshop</b>	<b>Final reports and a short policy brief (edited, electronic, and hard copies)</b>	20%	2 Months	R

Bidder's Signature.....

Date:.....

Bid No.: .....

Name of Bidder: .....

APPOINTMENT OF A SERVICE PROVIDER TO CONDUCT A PROVINCIAL AND NATIONAL PROFILING STUDY OF (PUBLIC AND PRIVATE SECTOR) EXTENSION AND ADVISORY SERVICE (EAS) AND ITS ROLE ON FOOD SECURITY AND AGRICULTURAL PRODUCTIVITY IN SOUTH AFRICA AS WELL AS REGIONAL AND INTERNATIONAL BENCHMARKING STUDY ON EAS FOR A PERIOD OF 18 MONTHS

<b>Retention</b>	<b>A 10% retention will be paid two months after the final project documentation has been submitted and validated by DOA</b>	10%	2 Months	R
<b>TOTAL COST (EXCLUDING VAT)</b>				R
<b>VAT 15%</b>				R
<b>TOTAL COST (INCLUDING VAT)</b>				R

Any enquiries regarding bidding procedures may be directed to the –

Bidder's Signature.....

Date:.....

Bid No.: .....

Name of Bidder: .....

APPOINTMENT OF A SERVICE PROVIDER TO CONDUCT A PROVINCIAL AND NATIONAL PROFILING STUDY OF (PUBLIC AND PRIVATE SECTOR) EXTENSION AND ADVISORY SERVICE (EAS) AND ITS ROLE ON FOOD SECURITY AND AGRICULTURAL PRODUCTIVITY IN SOUTH AFRICA AS WELL AS REGIONAL AND INTERNATIONAL BENCHMARKING STUDY ON EAS FOR A PERIOD OF 18 MONTHS

Query	Name	Contact Details
Technical	Mr N Motsoane	012 312 9937 <a href="mailto:NkosinathiM@nda.gov.za">NkosinathiM@nda.gov.za</a>
Bid related	Mr Ben Coetzer	012) 312 8375 <a href="mailto:BenC@nda.gov.za">BenC@nda.gov.za</a>

Bidder's Signature.....

Date:.....